

AGENDA

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

**Beekay Theatre
110 South Green Street
Monday, March 19, 2012 - 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 Linda Vernon's resignation. This appointment will complete her term which expires November 2014. The City Clerk's office received four applications from four qualified applicants, Mary Lou Vachon, Charles White, Daryl Christensen and Nancy Bugé – **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI CITY COUNCIL TO COMPLETE A FOUR YEAR TERM TO EXPIRE NOVEMBER 2014**

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

The City Council welcomes public comments on any items within the subject matter jurisdiction of the Council. We respectfully request that this public forum be utilized in a positive and constructive manner. Persons addressing the Council should first state their name and area of residence, the matter of City business to be discussed, and the organization or persons

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, MARCH 19, 2012 - 6:00 P.M. - PG. 2**

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.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 07-12
Tehachapi City Council Unassigned Ord. No. 12-01-709
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 05-12
Tehachapi Public Financing Authority Unassigned Res. No. 01-12

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on February 21, 2012 - **APPROVE AND FILE**
- *5. Main Street requests using Green Street between from Tehachapi Blvd to E Street for a Farmers Market. The event will be held on Thursday's starting June 14, 2012 through August 16, 2012. It will be from 4:00 p.m. until 7:00 p.m. – **APPROVE THE SPECIAL USE APPLICATION FOR MAIN STREET AND CLOSURE OF GREEN STREET, SUBJECT TO CITY CONDITIONS**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for February 16, 2012 through March 13, 2012 – **AUTHORIZE PAYMENTS**
- *7. City of Tehachapi Treasurer's Report through February 2012 – **RECEIVE REPORT**
8. Pursuant to Health and Safety Code Section 34177, successor agencies are required to prepare and provide a copy of a Draft Initial Recognized Obligation Payment Schedule (ROPS) to County of Kern, State Department of Finance and State Controller's Office by March 1st, 2012. We have submitted the report required on the due date, however, the Original Draft Initial ROPS needs to be amended – **ADOPT A RESOLUTION APPROVING THE AMENDED DRAFT INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

AIRPORT MANAGER REPORTS

- *9. Mr. Russell Langwell's original 15-year hangar ground lease has expired – **APPROVE THE NEW GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND RUSSELL LANGWELL FOR HANGAR**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, MARCH 19, 2012 - 6:00 P.M. - PG. 3**

- *10. Mr. Brian Taylor is requesting a new tie-down rental agreement – **APPROVE THE TIE-DOWN AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND BRIAN TAYLOR**

CITY ATTORNEY REPORTS

- *11. The annual City Attorneys' Spring Conference for the League of California Cities is scheduled for May 2 - 4, 2012. This is an important conference for a City Attorney to attend in order to obtain updates on the latest legislation, court cases, and activities of other cities relating to the foregoing. The City's share of the cost would be approximately \$275.00 - **AUTHORIZE CITY ATTORNEY TO ATTEND CITY ATTORNEYS' SPRING CONFERENCE**

CITY MANAGER REPORTS

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Conference with legal counsel regarding potential litigation (two cases) per Government Code Section 54956.9(c).
2. Conference with legal counsel re potential claim from the Broome Family Trust per Government Code Section 54956.9(c).

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 Linda Vernon effective February 7, 2012. The term of office will expire in November 2014.

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 5:30 p.m., Tuesday, March 13, 2012. The City Council will consider the applications during the Tehachapi City Council meeting to be held on Monday, March 19, 2012, at 6:00 p.m.

Denise Jones, City Clerk
CITY OF TEHACHAPI

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

February 22, 2012
February 22, 2012
February 28, 2012 & March 6, 2012
March 3, 2012



APPLICATION FOR APPOINTMENT

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

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

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

Name Mary Lou Zamudio Vachon

Address 1360 Wild Olive Road

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 300-0567 Fax Number +1 (661) 823-1010

Email marylou.vachon@sbcglobal.net

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

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

Occupation Self Employed

Business Name The Apple Shed

Address 333 E. Tehachapi Blvd.

City Tehachapi State CA Zip Code 93561

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

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

Southwest Texas Junior College - AAS Degree in Business Data Processing
 Tarrant County Junior College - Business Speech
 Inter-America University in Puerto Rico - Education Classes
 Sul Ross State University - Business Classes
 California State University in Bakersfield - Education Classes

Other special training or experience:

Various Human Resources Management Training through American Airlines
California Real Estate Training
Management Serve Safe Training
Food Handlers Training
Foster parent training in Florida, Texas and California

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

Tehachapi Chamber of Commerce - Board Member - Assist members with economic growth and resources 2007-2009, California Small Business Association - Board Member- Advocate the views of small business to elected officials and policy makers at the state and federal levels 2009-Current, Tehachapi Main Street - Board Member - Ambassador for the organization and assist in bringing more business and resources to Main Street 2009-Current, Tehachapi Tourism Commission - Commissioner - Assist with planning and development of local tourism 2011-Current, Tehachapi Planning Commission - Commissioner - Advising in usage of land use matters for the City of Tehachapi 2011-Current, Current member of Lions Club, Optimist Club, Catholic Daughters and the Bakersfield Chamber of Commerce.

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

I fully support the economic and social direction that the City of Tehachapi has taken. As a mother, business owner, and actively involved member of our town, I have been very fortunate having learned much about the history, environment and economics of Tehachapi. It is my true desire to continue supporting our great city in an active role while striving to help further its growth and development.

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

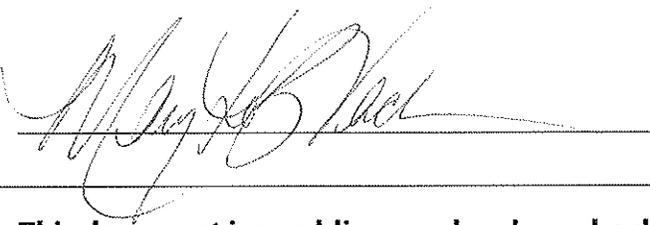
Currently, I own and operate the Apple Shed Restaurant and Gift Store. I would abstain from any issues that concern catering requests or the Apple Shed location. I would also resign from any community organization that would be considered a conflict of interest.

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



Date/Time Field Mar 12, 2012

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

MARY LOU Z. VACHON
1360 Wild Olive Road
Tehachapi, CA 93561
(661) 823-4454 (Home), (661) 300-0567 (Cell)
marylou.vachon@sbcglobal.net

SUMMARY

Candidate with extensive management, human resources, technology and customer service accomplishments. Recognized for excellent customer service, leadership, and innovation, which have led to successful accomplishments of goals, implementation of change, and negotiating win-win outcomes.

EXPERIENCE

THE APPLE SHED RESTAURANT AND GIFT STORE 2005 – CURRENT
333 E. TEHACHAPI BLVD.
TEHACHAPI, CA 93561
• Owner and Operator

COUNTRY REAL ESTATE 2006 – 2007
TEHACHAPI, CA 93561
• Realtor

CENTURY REAL ESTATE 2004 – 2006
TEHACHAPI, CA 93561
• Realtor

SOUTHWEST TEXAS JUNIOR COLLEGE 2003 – 2003
207 WILDCAT DRIVE
DEL RIO, TX 78840
• Instructor – Office Systems Technology

Job Duties: Conduct the following classes: Professional Development for Office Personnel, Administrative Office Procedures, Word Processing, Business Math and Machine Applications, and Introduction to Computerized Accounting.

SAN FELIPE DEL RIO C. I. S. D. 2002 – 2003
105 MEMORIAL DRIVE
DEL RIO, TX 78840
• Clerk/Receptionist – Human Resources

Job Duties and Experience: Create and track job descriptions and evaluations, create hiring procedures and ensure implementation. Post and track all vacancies for the district. Review candidate files for eligibility and competitiveness. Work with directors and principals to schedule and conduct interviews. Create spreadsheets, presentations and timelines for special projects and executive vacancies. Coordinate hiring process for new elementary school. Present district evaluation procedures to the School Board of Trustees for their approval. Create 2003-2004 job descriptions and performance evaluations for all Professional, Auxiliary and Hourly positions. Assist public with application process and information concerning the vacancy board, channel 39 vacancies, and Internet information. Assist with processing application on the Winocular Application Tracking system. Assist HR with service pins, recognition, teacher appreciation, retiree's reception, etc. Assist Human Resources with implementation of the District Employee Handbook, substitute orientation, employee evaluations and salary assignments. Utilize software to maintain spreadsheets and databases and do word processing. Coordinate and facilitate job fairs.

MARY LOU Z. VACHON
1360 Wild Olive Road
Tehachapi, CA 93561
(661) 823-4454 (Home), (661) 300-0567 (Cell)
marylou.vachon@sbcglobal.net

AMR CORPORATION
P.O. Box 616619
DFW Airport, Texas 75261-9619
Fort Worth, Texas and Miami, Florida

1988 –1999

- American Airlines - Miami Field Human Resources Representative
- SABRE Technology Solutions (AMR Subsidiary) - Human Resources Senior Consultant
- AMR Global Services (AMR Subsidiary) - Regional Field Human Resources Manager
- American Airlines - Career Development/Management Placement Administrator
- American Eagle (AMR Subsidiary) - Personnel Representative
- American Airlines – IdeAAs In Action Administrator/Analyst
- American Airlines – Local Career Development Supervisor/Reservations Representative

Job Duties and AMR Business Experience: Coached, counseled and educated management on company policies and procedures; provided Human Resources services to a diverse group of employees and levels of management; managed hiring process, recruitment and background screening; conducted employee orientation, career development and policy and procedures training. Supervised and trained employees from a wide cross-section of cultural and economic backgrounds. Developed and audited compliance with company policies and procedures and implemented changes; utilized Time and Attendance system, CEIS, SHARP, IMS, DB2, and People Track for Human Resources queries. Served as technical liaison for automation of bonus programs and pay plans; analyzed and monitored monthly reports for recruiting, headcount and training expenses. Conducted investigations on employee issues concerning performance, absenteeism and harassment. Administered Management Career Development Program, administered furlough process at field stations, coordinated eligibility requirements for Company's profit Sharing Plan, researched and performed quantitative analysis on employee ideas, supervised recruitment and hiring for start up of the San Antonio Spanish Reservations department, supervised Reservation Representatives, created and conducted business presentations. Translated documents from/to Spanish/English for departments and customers. Appeared in two American Airlines radio and television commercials.

EDUCATION

Sul Ross University, Del Rio, Texas – Corporate Finance
Inter-American University, San Juan, Puerto Rico
Southwest Texas Junior College, Uvalde, Texas – AAS in Business Data Processing
Tarrant County Junior College, Fort Worth, Texas – Business Speech

LANGUAGE AND OTHER SKILLS

Fluent in English and Spanish
User of Word, Excel, PowerPoint, Outlook, SABRE, DECS, QIK RES, PEOPLE TRACK, DB2, IMS, CEIS, SHARP, LEO, PARADOX, MICROSOFT O/S 95, 98 2000 & XP, Internet, QUICKBOOKS
Familiar with several computer equipment and software packages
Familiar with office equipment

MARY LOU Z. VACHON
1360 Wild Olive Road
Tehachapi, CA 93561
(661) 823-4454 (Home), (661) 300-0567 (Cell)
marylou.vachon@sbcglobal.net

TRAINING SKILLS

Conducting Interviews, Presentation Skills, Sexual Harassment Investigations, Affirmative Action, Diversity, Supervisory and Peak Performance Through Commitment, Interpersonal Skills, Effective Sales Techniques, Reservation Sales and EEOC practices, SHRM (Internet Study). Trained on all levels of management and employee skills, Management Serve Safe Training, and Food Handlers Training.

CERTIFICATIONS AND SOCIAL ACTIVITIES

Currently a member of the following:

Board Member of Tehachapi Main Street
Commissioner of Tehachapi Tourism Commission
Board Member of the California Small Business Association
Planning Commissioner for the City of Tehachapi
Committee Member for the Economic Restructuring Committee
Member of the Tehachapi Lions Club
Member of the Tehachapi Optimist Club
Member of the Catholic Daughters
Member of the Bakersfield Chamber of Commerce
Member of the Tehachapi Main Street

Previously participated in the following:

Tehachapi Kiwanis Club
Board Member of Tehachapi Chamber of Commerce
Kids in Distress, Ft. Lauderdale, FL
Foster Parent, Pembroke Pines, FL,
Foster Parent, Del Rio, TX
Foster Parent, Tehachapi, CA
Newcomers Club, San Juan, Puerto Rico
Fundación Hogar Niño Jesus, San Juan, Puerto Rico
Educative Association for Human Development, Inc., Culebra Island
Member of Chamber Commerce, Del Rio, Texas
Member of Laughlin Military Affairs, Del Rio, Texas



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 Charles E. White

Address 200 South Curry Street

City Tehachapi State CA 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 Tehachapi City Council to fill vacancy created by the resignation of Linda Vernon
- _____
- _____
- _____

Occupation Retired - Arts Administration

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

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

Hardaway High School, Columbus, Georgia
Columbus College, 4 years towards BA in Art History

Other special training or experience:

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

Tehachapi Planning Commission- 2008 to present, current Chairperson
Service on many non-profit Boards in Tehachapi and other communities where I have lived

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

I feel I can represent the residents of Tehachapi in helping to guide the policies of the City in a fiscally responsible way and in formulating a vision for preserving and improving the quality of life we currently enjoy.

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

City of Tehachapi Planning Commission, currently a Commissioner.
Tehachapi Tourism Commission, currently a Commissioner.

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 March 12, 2012

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

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

March 12, 2012

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 ask for your consideration for appointment to the currently open seat on City Council. I have attached an application, resume, and the statement of qualifications as required.

Thank you for the opportunity to submit an application and for the opportunity to be considered for this important position. I would be an asset to the current Council and would look forward to representing the residents of the City.

Sincerely,


Charles E. White

Charles E. White
Applicant's Statement

I am seeking an appointment to City Council because I want to make a difference in a positive way on the policies, fiscal operation, and future of the City. 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. I have the skills to work with others in a cooperative way to achieve those goals.

Although we are facing uncertain times and fundamental change in the future, it is important to have a vision to lead Tehachapi into the future and to plan for future prosperity while effectively maintaining City operations under the current tough economic situation. 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 attend 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.

After retiring to Tehachapi in 2000, I became involved in community activities as a volunteer because I wanted to make a difference. While volunteers in areas such as social services, help to the underprivileged, and sports organizations perform important services, I concentrated my volunteer activities on 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 would like to fill the open seat as the fifth City Council person of the Tehachapi City Council and I ask your support in appointing me to that position.

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

1994 to 2000

Director

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

1984 to 1990

Regional Manager for Southwest

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

1977 to 1979

Marketing Director

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

1976 to 1977

Marketing Director

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

1972 to 1976

Advertising Manager

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

1968 to 1972

Studies Toward Art History Major



RECEIVED
MAR 13 2012
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=City of Tehachapi, email=Daryl.Christensen@cityoftehachapi.com, c=US
Date: 2011.08.10.21:35:40 -07'00

Date/Time Field Mar 13, 2012

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 communities 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 is the last 2 years I have received and reviewed the 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 Tehachapi 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:

Tehachapi Planning Commission, Commissioner

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 Community's vision.

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.

end of Statements



RECEIVED

MAR 13 2012

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 NANCY IRENE BUGE'

Address 1300 SCARLET OAK DRIVE

City TEHACHAPI State CA Zip Code 93561-2458

Phone Number 661.823.4309 Fax Number _____

Email redant8@bak.rr.com

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

1. City Council Member - Appointee
2. _____
3. _____
4. _____

Occupation Retired

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

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

Please see attache rèsumé.

Other special training or experience:

Trained as a budget auditor. Audited categorical funds budgets for LAUSD. Extensive experience working with the California Department of Education on program compliance and monitoring. I am certified by the State of California as being bilingual and biliterate in Spanish.

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

Served on the Valley Glen Neighborhood Association's Advisory Board 2008-2010, Member of Encino K5 School Site Council 1992-1998, Student Aid Chairperson for PTA 1993-2001, and currently serve as the FOTD's Publications Writer.

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

I would like to bring an ethical commitment to fiduciary responsibility to the City Council and add my knowledge and expertise regarding education to supplement that of the current members. Please see cover letter for further information.

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

Not unless you consider graduate courses in ethics, political philosophy, and logic conflicts 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

Nancy L. Buge

Date/Time Field

March 13, 2012

NOTE:

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

To Whom It May Concern:

March 13, 2012

This letter is to apprise you of my interest in the currently vacant position on the Tehachapi City Council.

I believe that what I lack in governmental and civic experience, I more than make up for in other regards.

I have excellent written and spoken communication skills as evidenced by, among many other examples I would provide on request, the articles I have authored for the Friends of the Tehachapi Depot (FOTD), myself, and others. These have been published in *The Loop* and *The Tehachapi News*. I have edited doctoral dissertations and masters' theses, and written/edited Los Angeles Unified School District (LAUSD) bulletins, memorandums, reference guides, inter-office correspondences, guidelines, and policies.

The fact that I am bilingual and bi-literate in Spanish would be an asset in that I could assist Spanish-speaking members of the community in presenting questions, concerns, and/or complaints they might bring to the City Council. In addition to this consideration, having a bilingual/bi-literate City Council member could be a factor in gaining the trust and support of those who are in the process of acquiring English language skills.

My many years working as an educator have made me ultrasensitive to issues involving education. I pledge to take very seriously the implications of ongoing budget cuts to education and to explore how the City of Tehachapi can help support the Tehachapi Unified School District (TUSD). I have worked as a volunteer at Tompkins Elementary School and seen firsthand how teachers struggle to get the basic materials they need to be effective educators. Now the TUSD will have to try to figure out how to come up with the funds necessary to provide transportation to those students living in outlying areas.

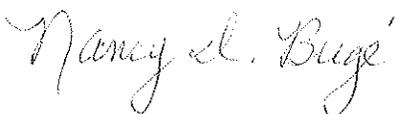
I would be in favor of having the City provide financial support for the TUSD whenever possible. It makes far more sense to invest the taxpayers' dollars in the education of our community's children, than to place up to 16 ground-mounted light fixtures at a given intersection or to spend \$80,000 on a new city logo and "brand," which, by the way, doesn't appear on the application for the City Council vacancy. A simple cut-and-paste would have placed the newly-purchased graphic on the city's template. What's Up! with that?

The point I'm trying to make is that money currently being spent on intersection "upgrades" and misguided attempts to market our town would be spent much more wisely and responsibly on education and upgrades to city infrastructure, such as water pipes that won't rupture on a regular basis.

Were I on the Tehachapi City Council, I would pledge to be less profligate in spending the taxpayers' hard-earned money than has been the habit of some current and former members, and I would pledge never to cause harm to a child. (No explanation is needed for that promise.)

Thank you for your consideration and time.

Sincerely,

A handwritten signature in cursive script that reads "Nancy L. Bugé".

Nancy Bugé

NANCY BUGÉ

1300 Scarlet Oak Drive
Tehachapi, CA 93561
(661) 823-4309

EDUCATION

- A.A., June 1980. Majors: Art, English, and Philosophy
Los Angeles Valley Community College, Van Nuys, CA
- B.A., May 1984. Major: Philosophy
California State University, Northridge
- Graduate Studies in Philosophy, 1984-1985. Full Fellowship.
University of California, Los Angeles
- Graduate Studies in English: Rhetoric and Composition Theory, 1998-2000
California State University, Northridge

CURRENTLY HELD CLEAR CALIFORNIA TEACHING CREDENTIALS AND AUTHORIZATION

- Single Subject: English
- Multiple Subject
- Supplementary: Art
- Supplementary: Social Sciences
- Bilingual, Cross-cultural, Language and Academic Development Authorization (B.C.L.A.D.)

WORK EXPERIENCE

- 1986-2001 Bilingual Teacher, Los Angeles Unified School District, Encino Elementary School
- 1999-Present Free-lance Editor
- 2001-2004 English Learner Advisor, Los Angeles Unified School District, Local District B
- 2004-2008 English Learner Advisor, Los Angeles Unified School District, Local District 2

RELEVANT EXPERIENCES

- 2003 Completed the *Six Traits of Writing* training, co-sponsored by the University of California, Los Angeles, Graduate School of Education, and the Los Angeles Unified School District, Instructional Support Services.
- 2000 Presenter at the Graduate Student Conference, sponsored by the Associated Graduate Students in English, California State University, Northridge. Paper title: "On the Rhetorical Dynamics of Ethos, Audience, and Ethics."

- 1999 Presenter at the National Undergraduate Literature Conference, Weber State University, Ogden, UT. Paper title: "*Dog Soldiers*: The Novelization of Friedrich Nietzsche's Concept of the Übermensch."
- 1987 Completion of the Summer Writing Institute, part of the Bay Area Writing Project, California State University, Northridge.

Professional References and Additional Writing Samples Will Be Provided on Request

MINUTES

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

BeeKay Theatre
110 South Green Street
Tuesday, February 21, 2012 – 6:00 P.M.

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

ACTION TAKEN

CALL TO ORDER

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

ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Grimes, Councilmembers Wiggins & Nixon

Absent: Mayor Pro-Tem Smith

INVOCATION

By Dr. Russ Lawson of the Church of Christ.

PLEDGE TO THE FLAG

Led by Community Development Director David James.

CONSENT AGENDA

Approved consent agenda subject. Mayor Grimes moved Item 12 to be after Item 2.

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Stan Beckham, city resident, commented on out-of-date sign on Tehachapi Blvd. and about settlement with Alta Vista.
 - b. Mary Lou Vachon thanked City for its help and support of the Jeremy Staat Foundation fundraiser this past weekend.

Approved Consent Agenda
Wi/Ni Motion Carried
Ab: Sm

c. Tina Larson has been trying to contact Zach Schrivner regarding Golden Hills Sanitation Company.

2. Mayor Grimes presented a Proclamation to the Safely Surrendered Baby Coalition.

CITY ATTORNEY REPORTS

12. Present options to City Council regarding open seat on Council due to former Councilmember Vernon's resignation – **CITY ATTORNEY TOM SCHROETER GAVE REPORT; DIRECTED STAFF TO START PROCESS FOR APPOINTMENT TO FILL VACANT SEAT ON CITY COUNCIL.**

Directed Staff To Start Process For Appointment To Fill Vacant Seat On City Council
 Ni/Wi Motion Carried
 Ab: Sm

CITY CLERK REPORTS

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

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

*4. Minutes for the Tehachapi City Council, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on February 6, 2012 and the Tehachapi Redevelopment Successor Agency special meeting on February 6, 2012 - **APPROVED AND FILED.**

Approved & Filed
 Wi/Ni Motion Carried
 Ab: Sm

FINANCE DIRECTOR REPORTS

*5. Disbursements, bills, and claims for February 1, 2012, through February 14, 2012 –**AUTHORIZED PAYMENTS.**

Authorized Payments
 Wi/Ni Motion Carried
 Ab: Sm

*6. City of Tehachapi Treasurer's Report through January 2012 – **RECEIVED REPORT.**

Received Report
 Wi/Ni Motion Carried
 Ab: Sm

*7. California Government Code Section 53646(a) requires council members to review and approve the Investment Policy each year – **ADOPTED RESOLUTION NO. 05-12 ADOPTING AN INVESTMENT POLICY AND REPEALING RESOLUTION NO. 04-11.**

Adopted Res. No. 05-12
 Adopting An Investment Policy & Repealing Resolution No. 04-11
 Wi/Ni Motion Carried
 Ab: Sm

8. **PUBLIC HEARING** – As part of the annual Public Transit Claim for Transportation Development Act funding, it is necessary to conduct a public hearing to receive public testimony concerning the transit needs within the City. Currently, the City of Tehachapi provides a transit service named Dial-A-Ride, through Kern Regional Transit. The average cost per rider from July 2010 to June 2011 is \$21.97 and the subsidized cost per rider during the same period is \$21.20 – **OPENED HEARING AT 6:16 PM; NOTICE OF PUBLIC HEARING,**

Adopted Res. No. 06-12
 Finding That There Are No Unmet Transit Needs That Are Reasonable To Meet Within The City
 Wi/Ni Motion Carried
 Ab: Sm

NO CORRESPONDENCE RECEIVED; FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; NO PUBLIC COMMENT; CLOSED HEARING AT 6:19 PM; ADOPTED RESOLUTION NO. 06-12 FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY.

9. Annual financial report for the year ended June 30, 2011 – **FINANCE DIRECT HANNAH CHUNG GAVE REPORT.**

Received Report

AIRPORT MANAGER REPORTS

- *10. Mr. Marshall Bottorff's original 15-year hangar ground lease has expired – **APPROVED THE NEW GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MARSHALL BOTTORFF FOR HANGAR 38W.**

Approved The New Ground Lease Agreement Between C.O.T. & Marshall Bottorff For Hangar 38W
Wi/Ni Motion Carried
Ab: Sm

- *11. A new lease agreement needs to be approved in order to standardized lease agreements and fee practices at Tehachapi Municipal Airport – **APPROVED THE NEW GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGE T. SANDY FOR HANGAR 24E.**

Approved The New Ground Lease Agreement Between C.O.T. & George T. Sandy For Hangar 24E
Wi/Ni Motion Carried
Ab: Sm

CITY MANAGER REPORTS

- *13. Council adopted Resolution No. 11-06 establishing a Park and Recreational Facility Fee. According to Government Code section 66001, a five year report must be completed which identifies the historical revenues and projects costs – **APPROVED THE FIVE-YEAR IMPACT FEE REPORT FOR PARK AND RECREATION IMPACT FEES AND MADE THE NECESSARY FINDINGS REQUIRED IN CALIFORNIA GOVERNMENT CODE SECTION 66001.**

Approved The Five-Year Impact Fee Report For Park & Recreation Impact Fees & Made The Necessary Findings Required In California Government Code Section 66001
Wi/Ni Motion Carried
Ab: Sm

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

Gave Report

MAYOR APPOINTMENTS

15. Appoint one member to LAFCO to fill the vacancy created by former Councilmember Linda Vernon's resignation – **APPOINTED COUNCILMEMBER KIM NIXON AS A MEMBER OF LAFCO.**

Appointed Councilmember Kim Nixon As A Member Of LAFCO

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Mayor Grimes spoke about the success and impact of the Jeremy Staat Foundation event this past weekend in Tehachapi.

CLOSED SESSION

1. Approval of closed session minutes of February 6, 2012.

Approved Minutes
Wi/Ni Motion Carried
Ab: Sm

ADJOURNMENT

The City Council/Boards adjourned at 6:32pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, March 5, 2012, at 6:00pm.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 5th day
Of March, 2012.

ED GRIMES
Mayor, City of Tehachapi

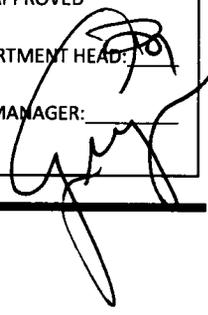


COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: MARCH 19, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MARCH 13, 2012

SUBJECT: FARMERS MARKET SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION

Laura Jenkins, Main Street Tehachapi

EVENT DESCRIPTION

The Farmers Market will be held on Thursday's from June 14, 2012 through August 16, 2012. The farmers market will be held from 4:00 pm – 7:00 pm on Green Street from Tehachapi Blvd. to E Street. This event is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from Tehachapi Blvd. to E Street from 3 – 8 pm.
- Street Barricades from Public Works Department.
- Use of Centennial Plaza.

STAFF CONDITIONS

See attached

RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THE FARMERS MARKET AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE.



SPECIAL USE/EVENT APPLICATION

Organization Main Street Tehachapi

Event Contact Laura Jenkins Phone Number +1 (661) 972-2365

Address P.O. Box 830

City Tehachapi State CA Zip Code 93581

E-mail Address Laura@mainstreettehachapi.org

Event Name Farmers Market

Event Location To be determined

Event Date(s) Every Thursday from June ^{14th} ~~27th~~ August ^{16th} ~~20th~~ Event Time(s) 4:00-7:00pm

Describe Event: (Street Closures, Activities, Participation, Etc.)
Closure of Green St. from Tehachapi Blvd. to E St. from 3pm-8pm
For this event I will need signs on Tehachapi Blvd, reminding the public there is a Farmers Market each Thursday I would like those signs put up the night before if possible. stating the 3pm closure.
Use of Centennial Plaza
Red House BBQ will need to set up by 2:00pm.

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? _____

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? We will have a business who already has a alcohol license responsible for the permit.

Please Describe How The Following Will Be Accomplished:

Street Barricades ~~None~~ City

Traffic Control ~~None~~ VIPs

Crowd Control Volunteers from the police department

Utility Services: Water, Sewer, Electric ~~Provided by the City~~ Centennial Plaza outlets for band

Lights ~~Provided by the City~~

Dust Control None

Site Clean-up & Maintenance Main Street Tehachapi

Security Tehachapi Police Department

Site Facilities City of Tehachapi

Health Dept. Each Farmer is responsible for there own Health Permit

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

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

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

Applicant Signature *Paula Jenkins* Date 7/17/11

Office Use Only

Insurance Certificate List Of Vendors Meeting

Deposit Plot Plan Date

Time

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

Notes _____

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

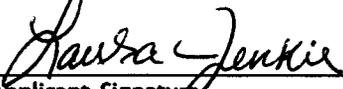
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

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

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

INDEMNIFICATION

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



Applicant Signature
1/17/12

Date

Event Name

Farmers Market

Date

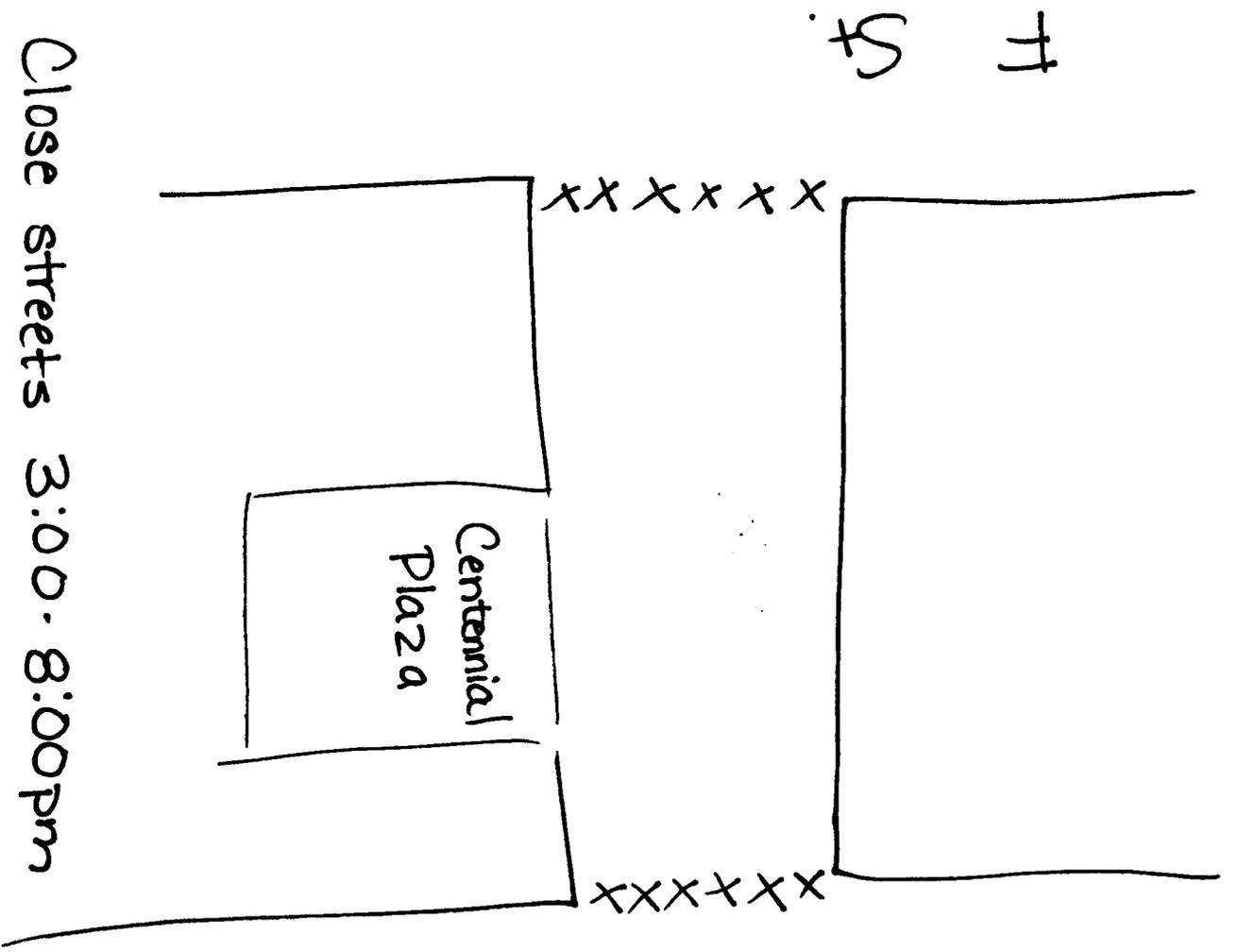
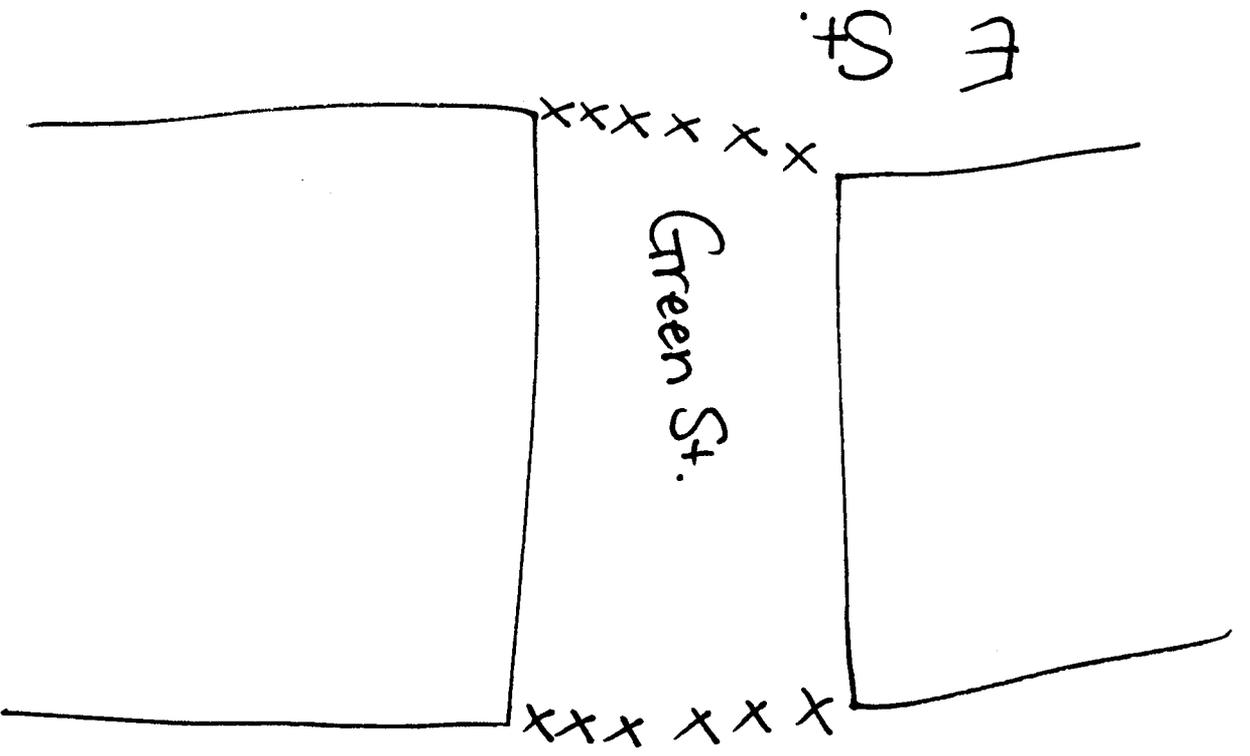
6/14 - 8/16

Department

Empty box for Department information.

Comments

Large grid area for recording comments, consisting of multiple horizontal rows.



Close streets 3:00 - 8:00pm



CERTIFICATE OF LIABILITY INSURANCE

MAINSTR-03

FIST

DATE (MM/DD/YYYY)
6/30/2011

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

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

PRODUCER Maury, Donnelly & Parr, Inc. Commerce & Water Streets Baltimore, MD 21202	(410) 685-4625	CONTACT NAME:	
		PHONE (AC, No, Ext):	FAX (AC, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: CNA Insurance Companies	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Main Street Tehachapi, Inc.
P.O. Box 830
Tehachapi, CA 93581-

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		4030816588	7/1/2011	7/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The City of Tehachapi, their agents, officers, employees, councilpersons, commissioners and directors are declared to be an additional insured under the terms of the policy with reference to the insured's special events. RE: Farmer's Markets, 4th of July Festival, Trunk or Treat, Starlight Ball, Old Time Christmas, Valentines Day Wine and Chocolate, Earth Day, Chill Cook Off, and Memorial Day Parade.

CERTIFICATE HOLDER

CANCELLATION

City of Tehachapi
115 South Robinson
Tehachapi, CA 93561-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

**Conditions of Approval for Proposed
Open-Air Special Events**

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

JH Hasselbrink
Chief Building Inspector
City of Tehachapi

Kern County Fire Marshall
661-391-7000

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0020	American Water Works Associati	
013112 1	Wtr/membership renewal/TMacias		01/31/2012	238.00
013112 2	Wtr/membership renewal/TBrown		01/31/2012	238.00
			Check Total:	476.00
Check No: 0	Check Date: ?	Vendor: 0035	BC Laboratories, Inc.	
B116138 1	Wtr/samples/221 Hayes/Dennison Well		02/21/2012	50.00
B116392	Wtr/samples/600 Dennison		02/21/2012	360.00
B116138 2	Wtr/samples/221 Hayes/Dennison Well		02/21/2012	24.00
B116453	Swr/samples/WWTP headworks		02/21/2012	210.00
B116054	Swr/samples/WWTP headworks		02/13/2012	210.00
			Check Total:	854.00
Check No: 0	Check Date: ?	Vendor: 0041	Benz Propane Company, Inc.	
238148417	PW/lp gas delivery-Acct# 1228101		01/31/2012	272.42
238148416	Strts/yrd bottles lp gas-Acct#122810		01/31/2012	79.27
			Check Total:	351.69
Check No: 0	Check Date: ?	Vendor: 0061	BSK Associates	
0063266	CD/TMV Church/testing		01/31/2012	595.00
0063062	CD/SCE expansion Teh/construction te		12/31/2011	374.00
0063063	CD/TMV Church/construction testin		12/31/2011	125.00
			Check Total:	1,094.00
Check No: 0	Check Date: ?	Vendor: 0155	FedEx	
865946636047	GG/overnight		02/09/2012	28.27
			Check Total:	28.27
Check No: 0	Check Date: ?	Vendor: 0216	Judicial Data Systems Corporat	
2798	Parking activity 01/2012		02/15/2012	100.00
			Check Total:	100.00
Check No: 0	Check Date: ?	Vendor: 0260	Liebert Cassidy Whitmore	
145511	GG/legal srvc-extra		12/31/2011	110.00
			Check Total:	110.00
Check No: 0	Check Date: ?	Vendor: 0300	Mission Linen & Uniform Servic	
140185224	PW/srvc chrg/cover fender auto/twl c		02/07/2012	75.64
			Check Total:	75.64
Check No: 0	Check Date: ?	Vendor: 0304	Mojave Sanitation	
1963093	PW/rolloff srvc/KC gate fee/recyclin		01/31/2012	622.93
1963102	Strts/rolloff srvc/KC gate fee/recyc		01/31/2012	674.80
			Check Total:	1,297.73
Check No: 0	Check Date: ?	Vendor: 0310	Willdan Financial Services	
010-16764	City Park & Recreation fee reports		02/08/2012	650.00
			Check Total:	650.00
Check No: 0	Check Date: ?	Vendor: 0362	RSI Petroleum Products	
0249812	PW/fuel		01/31/2012	1,047.62
0249985	PW/fuel		02/07/2012	1,232.01
			Check Total:	2,279.63
Check No: 0	Check Date: ?	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law	
022312 1	GG/legal srvc/Jan.2012 through Feb.		02/23/2012	3,288.00
022312 2	Wtr/legal srvc/Jan.2012 through Feb.		02/23/2012	72.00
022312 3	A/legal srvc/Jan.2012 through Feb. 2		02/23/2012	12.00
022312 4	RDA/legal srvc/Jan.2012 through Feb.		02/23/2012	342.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				3,714.00
Check No: 0	Check Date: ?	Vendor: 0378	Sensus USA	
AA12014982	Wtr/system support/autoread software		02/07/2012	1,504.64
Check Total:				1,504.64
Check No: 0	Check Date: ?	Vendor: 0399	Sparkletts	
020112	Swr/drinking water 5 gll bottles/coo		02/01/2012	98.45
Check Total:				98.45
Check No: 0	Check Date: ?	Vendor: 0431	Tehachapi News	
12656308	GG/City council/full		01/17/2012	30.47
12675680	GG/Notice inviting stat/full		01/31/2012	148.04
Check Total:				178.51
Check No: 0	Check Date: ?	Vendor: 0441	Vulcan Materials Company	
658297	Wtr/2500 5sk ae		02/06/2012	384.25
Check Total:				384.25
Check No: 0	Check Date: ?	Vendor: 0445	Tehachapi Senior Center, Inc.	
030112	Senior Nutrition Program/March 2012		03/01/2012	100.00
Check Total:				100.00
Check No: 0	Check Date: ?	Vendor: 0476	WTTTS Everything for the Office	
121305-0	GG/AP stamps/pens		02/24/2012	28.71
121283-0	GG/file storage boxes		02/22/2012	21.75
121256-0	GG/Paper ink crt/wipes/cleaner/ltrr		02/11/2012	65.36
121163-0 2	GG/paper/note pad		02/15/2012	58.34
121144-0	PW/binder clips/clamps		02/13/2012	3.16
121108-0	CD/stapler/hilighers		02/10/2012	17.22
559743-0	CD/slanted sign holder		02/23/2012	17.14
121287-0	CD/paper		02/22/2012	25.19
121163-0 1	Swr/calculator		02/15/2012	11.39
Check Total:				248.26
Check No: 0	Check Date: ?	Vendor: 0478	Zee Medical Service	
608104	PW/first aid supplies		02/02/2012	267.86
Check Total:				267.86
Check No: 0	Check Date: ?	Vendor: 0610	Abate-A-Weed, Inc.	
465967	A/ranger pro 2.5 gal/pwrtex gloves		02/01/2012	230.74
Check Total:				230.74
Check No: 0	Check Date: ?	Vendor: 0689	Pioneer True Value Home Center	
58448 RI	Swr/1 yrd concrete w/rental/reissue		06/02/2011	235.31
58449 RI	Swr/deposit return/reissue		06/02/2011	-100.00
Check Total:				135.31
Check No: 0	Check Date: ?	Vendor: 1032	Jack Davenport Sweeping Services, I	
89129	Strts/broom sweeping service		01/31/2012	8,640.00
Check Total:				8,640.00
Check No: 0	Check Date: ?	Vendor: 1034	Hinderliter deLlamas & Associa	
0019127	GG/contract service/sales tax/audit/		02/17/2012	1,265.53
Check Total:				1,265.53
Check No: 0	Check Date: ?	Vendor: 1055	Mercury Graphics	
4117	GG/digitize new brand/embroider		02/22/2012	64.35

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4113	GG/banners/new City brand		02/16/2012	268.13
4112	PD/vehicle graphics design & setup		02/16/2012	804.38
			Check Total:	1,136.86
Check No: 0	Check Date: ?	Vendor: 1075	Prime Signs	
N-2149	Public Benches/brnz plaque		01/20/2012	1,310.60
			Check Total:	1,310.60
Check No: 0	Check Date: ?	Vendor: 1285	CA Dept of Corrections and Reh	
1800128482	Strts/cleaning-maint-CCI		01/27/2012	1,649.92
			Check Total:	1,649.92
Check No: 0	Check Date: ?	Vendor: 1286	M&M's Sports Uniforms & Embroi	
25534	GG/1 jacket/artwork/embroidery		02/10/2012	77.73
25608	PD/tailoring-sew on patches		02/22/2012	12.07
25551	PD/tailoring-sew on patches		02/13/2012	2.41
25586	PD/tailoring-sew on patches		02/17/2012	18.49
			Check Total:	110.70
Check No: 0	Check Date: ?	Vendor: 1352	HMA	
7890	GG/advertising campaign		02/24/2012	4,000.00
			Check Total:	4,000.00
Check No: 0	Check Date: ?	Vendor: 1442	FLEX ONE AFLAC	
172504ER	GG/admin fees		03/01/2012	50.00
			Check Total:	50.00
Check No: 0	Check Date: ?	Vendor: 1505	Benz Construction Services	
1958161	PW/toilet & rental service		02/01/2012	55.00
			Check Total:	55.00
Check No: 0	Check Date: ?	Vendor: 1729	Alpha Landscape Maintenance	
11101 1	GG/City offices		01/27/2012	45.38
11102 1	GG/mrk pl/old tw n pltr/old fire hous		01/27/2012	8.25
11101 2	GG/Market Place & Union Pacific		01/27/2012	201.79
11101 16	GG/Pioneer Park		01/27/2012	506.04
11101 17	GG/Old Town planters		01/27/2012	11.12
11101 18	GG/old fire house on Pinon		01/27/2012	109.63
11101 19	GG/Robinson Park		01/27/2012	461.02
11101 20	GG/Taco sandwich & Wall		01/27/2012	25.68
11101 21	GG/Senior center		01/27/2012	95.95
11101 23	GG/Robinson parking lot		01/27/2012	22.85
11102 8	Depot		01/27/2012	1.45
11101 22	Depot		01/27/2012	116.44
11102 2	Strts/mill st isl/So Curry		01/27/2012	8.25
11101 3	Strts/Mill Street islands		01/27/2012	392.38
11101 4	Strts/Capitol Hills (South islands)		01/27/2012	246.63
11101 10	Strts/South Curry		01/27/2012	207.93
11101 13	Strts/trees		01/27/2012	113.10
11101 14	Strts/Dennison street		01/27/2012	658.10
11102 5	LLD/Heritage Oaks		01/27/2012	8.25
11101 11	LLD/Heritage Oak		01/27/2012	787.98
11102 7	LLD/Clear View		01/27/2012	0.94
11101 15	LLD/Clear View		01/27/2012	294.12
11102 3	LLD/Manz park		01/27/2012	3.90
11101 5	LLD/Manzanita Park		01/27/2012	693.93
11101 6	LLD/KB tract - highland imd		01/27/2012	468.03
11102 4	LLD/Alta tr/Warrior park/Alta prkwy		01/27/2012	19.11
11101 7	LLD/Alta tract - Warrior Park		01/27/2012	4,082.07

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11101 8	LLD/Alta Parkway lawns		01/27/2012	160.38
11101 9	LLD/all planters		01/27/2012	1,433.48
11102 6	LLD/KB/Dennison		01/27/2012	22.29
11101 12	LLD/KB tract/Dennison		01/27/2012	3,293.96
11101 25	LLD/Mill street cottages		01/27/2012	22.49
11101 24	LLD/Red Barn		01/27/2012	80.59
Check Total:				14,603.51
Check No: 0	Check Date: ?	Vendor: 1801	HD Supply Waterworks, LTD	
4391960	Wtr/6 one-lok pvc restraint w/acc		02/10/2012	51.38
4386432	Wtr/valve bx lid water 4tt		02/10/2012	168.84
4386419	Wtr/flg tee/hex bolt & nut kit/gskt		02/10/2012	1,202.79
4390476	Wtr/flg water meter/mtr wsh		02/10/2012	829.72
Check Total:				2,252.73
Check No: 0	Check Date: ?	Vendor: 1856	Jackie Wood Photography	
020112	GG/8 portrait headshots		02/01/2012	214.50
Check Total:				214.50
Check No: 0	Check Date: ?	Vendor: 1860	Kern County Waste Management D	
180452627	PW/waste material/scrp wood		11/02/2011	17.39
Check Total:				17.39
Check No: 0	Check Date: ?	Vendor: 1866	Bear Valley CSD	
030112	PD/dispatch service/March 2012		03/01/2012	33,697.09
Check Total:				33,697.09
Check No: 0	Check Date: ?	Vendor: 1982	SSD Systems	
961600 1	GG/alarm monitoring/115 S Robinson		02/13/2012	33.00
961600 2	GG/alarm monitoring/108 Pinon		02/13/2012	33.00
961600 3	PW/alarm monitoring/800 Enterprise		02/13/2012	30.00
961600 5	Wtr/alarm monitoring/100 CommWay		02/13/2012	33.00
961600 4	A/alarm monitoring/314 N Hayes		02/13/2012	33.00
961600 6	A/phone line bckup/314 N Hayes		02/13/2012	22.00
Check Total:				184.00
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
730812	PW/led mod 45 st lamp/mdl 59		02/08/2012	244.44
730252	PW/led mod 45 st lamp/freight		02/01/2012	69.69
730999	PW/handle/thermostat/housing gasket		02/09/2012	37.51
730669	PW/hose end/hose/labor/pwr steering		02/06/2012	133.78
729718	A/primary wire/heat shrink tubing/bu		01/27/2012	169.27
Check Total:				654.69
Check No: 0	Check Date: ?	Vendor: 2147	Coffee Break Service, Inc.	
171365	GG/coffee		02/15/2012	74.00
Check Total:				74.00
Check No: 0	Check Date: ?	Vendor: 2230	CDPH-OCP	
022012	Wtr/exam fee/RMonje		02/14/2012	50.00
Check Total:				50.00
Check No: 0	Check Date: ?	Vendor: 2243	The Bank of New York Mellon	
252-1608364 1	Redevelopment prjct 2005 tax allocat		02/10/2012	1,280.00
252-1608364 2	Redevelopment prjct 2005 tax allocat		02/10/2012	320.00
Check Total:				1,600.00
Check No: 0	Check Date: ?	Vendor: 2459	CSG International	
77340 1	City wide bike mstr plan/insert		01/30/2012	39.33

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
77340 5	Rfs/postage		01/30/2012	183.98
77340 2	Rfs/printing		01/30/2012	101.56
77340 6	Wtr/postage		01/30/2012	459.97
77340 3	Wtr/printing		01/30/2012	253.91
77340 7	Swr/postage		01/30/2012	275.98
77340 4	Swr/printing		01/30/2012	152.34
Check Total:				1,467.07
Check No: 0	Check Date: ?	Vendor: 2661	HdL Software, LLC	
0008634	GG/maint fees-business license		02/06/2012	2,284.78
Check Total:				2,284.78
Check No: 0	Check Date: ?	Vendor: 2670	Rich Enviromental Service Stat	
44868	PW/annual vapor testing/static leak		01/17/2012	300.00
Check Total:				300.00
Check No: 0	Check Date: ?	Vendor: 2676	USPS-Hasler	
022212	GG/postage		02/22/2012	1,000.00
Check Total:				1,000.00
Check No: 0	Check Date: ?	Vendor: 2776	Consolidated Electrical Dist.	
0351-753884	GG/street lights/150w 120v		01/27/2012	1,014.59
0351-753049	GG/mh 50 multi		01/26/2012	92.17
Check Total:				1,106.76
Check No: 0	Check Date: ?	Vendor: 2874	Department of Justice, Account	
894851 1	PD/fingerprint apps		02/07/2012	128.00
894851 2	PD/fingerprint-FBI		02/07/2012	57.00
894851 3	PD/child abuse index ck		02/07/2012	15.00
894851 4	PD/srchg dss billed		02/07/2012	20.00
Check Total:				220.00
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4335 1	GG/cleaning/115 S Robinson		02/23/2012	240.00
4335 2	PD/cleaning/129 E F st		02/23/2012	300.00
4337	Depot/cleaning/101 W Teh blv		02/23/2012	250.00
4336	A/cleaning/314 N Hayes		02/23/2012	50.00
Check Total:				840.00
Check No: 0	Check Date: ?	Vendor: 2914	CivicPlus	
93220	GG/monthly fee/hosting & support		11/01/2011	546.25
96893	GG/monthly fee/hosting & support		04/01/2012	546.25
Check Total:				1,092.50
Check No: 0	Check Date: ?	Vendor: 2978	Andy Gump, Inc	
82344	Sump Maint/6' chain lnk fence/gate r		01/26/2012	88.80
Check Total:				88.80
Check No: 0	Check Date: ?	Vendor: 3000	Sail Thru Car Wash	
123111	PW/fleet vehicles car wash		12/31/2011	15.00
Check Total:				15.00
Check No: 0	Check Date: ?	Vendor: 3045	Precision Supply	
33221	PW/2 dz blast		02/03/2012	425.59
Check Total:				425.59
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
3119	PD/oil filter/motor oil		02/21/2012	43.20

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	43.20
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
37206910A-2	GG/engineering meetings		02/03/2012	4,086.28
372074105A-1 1	GG/CMAQ & RSTP app		02/03/2012	277.50
372074105A-1 2	GG/meetings		02/03/2012	832.50
372074105A-1 3	GG/Enterprise Way eval		02/03/2012	647.50
372074105A-2 1	GG/ADA compliance plans		02/03/2012	753.50
372074105A-2 2	GG/DBE database		02/03/2012	548.00
37206910B	GG/TVDD meetings		02/03/2012	708.50
372074105B	GG/plannig assistance		02/03/2012	692.00
37206910A-1 2	GG/RSTP grans app		02/03/2012	1,783.50
37206910A-1 3	GG/CMAQ grant app		02/03/2012	536.00
37206910A-2 2	GGj/meetings		02/03/2012	102.00
37207180A	CD/Village at Tehachapi		02/03/2012	185.00
37206880A	CD/Village at Tehachapi		02/03/2012	1,104.00
37207180C	CD/Vineyard Church		02/03/2012	92.50
37207331A	CD/LLA 2011-4		02/03/2012	700.00
37207331B	CD/PMW 2012-01		02/03/2012	700.00
37207340	CD/Vineyard Church		02/03/2012	468.00
37206880B	CD/SCE expansion		02/03/2012	610.50
37206910D	PD/Police assistance		02/03/2012	4,563.50
37206910A-1 4	City wide bike master plan		02/03/2012	1,208.00
37206856	Dwntwn BeautificationPh2		02/03/2012	1,745.86
367207528	HSIP Valley shoulder prjct		02/03/2012	468.00
372074105A-1 4	Teh blv st improv/Ph IV		02/03/2012	137.00
37206910A-1 1.	Teh blvd Ph IV/meetings		02/03/2012	456.78
37206910A-1 1	Teh blv st improv/Ph IV		02/03/2012	456.78
37207180B	PW/tract 6216(legal)		02/03/2012	2,035.00
37206910C	Wtr/utility assistance		02/03/2012	51.00
37207278	New Treatment Plant/WWTP upgrade prj		02/03/2012	31,549.19
			Check Total:	57,498.39
Check No: 0	Check Date: ?	Vendor: 3173	Soto Tire & Wheels	
022012 1	PD/4 new tires/09 Ford		02/20/2012	710.00
022012 2	PD/4 new tires/Ford		02/20/2012	625.00
			Check Total:	1,335.00
Check No: 0	Check Date: ?	Vendor: 3217	Office Depot	
593437354001	PD/paper copy/pens/envelope cd		01/11/2012	129.64
			Check Total:	129.64
Check No: 0	Check Date: ?	Vendor: 3264	Trader Bo's Western & Work Wea	
326608	PW/annual safety shoes/JThompson		02/01/2012	167.30
326610 4	PW/visibility sweatshirts		02/02/2012	234.51
326610 8	Lncscp/visibility sweatshirts		02/01/2012	78.17
326610 9	Cnstrct/visibility sweatshirts		02/01/2012	234.50
326610 5	Wtr/visibility sweatshirts		02/01/2012	312.68
326610 6	Swr/visibility sweatshirts		02/01/2012	234.51
326610 7	A/visibility sweatshirts		02/01/2012	78.17
			Check Total:	1,339.84
Check No: 0	Check Date: ?	Vendor: 3294	Lewis Barricade	
1303353	Strts/fiberglass road marker 66" whi		01/27/2012	561.99
			Check Total:	561.99
Check No: 0	Check Date: ?	Vendor: 3405	Teaman, Ramirez & Smith	
5085 56293	Finance/2012-11 Annual Audit/Final		02/20/2012	24,050.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	24,050.00
Check No: 0 17787	Check Date: ? General Plan update/revise admin/EIR	Vendor: 3424	Impact Sciences 02/08/2012	20,722.50
			Check Total:	20,722.50
Check No: 0 501	Check Date: ? A/gate repair/replace drive motors/t	Vendor: 3433	Advanced Entry Solutions, LLC 01/13/2012	2,165.00
			Check Total:	2,165.00
Check No: 0 02212012	Check Date: ? Cnstct/mileage reimb/welding trainin	Vendor: 3440	Dennis Artzer 02/21/2012	213.12
			Check Total:	213.12
Check No: 0 12-002-1	Check Date: ? City wide bike mstr plan/initiation/	Vendor: 3461	Alta Planning & Design, Inc. 01/31/2012	6,627.50
			Check Total:	6,627.50
Check No: 0 02	Check Date: ? Strts/sidewalk curb & gutter	Vendor: 3462	Bob Allred 02/27/2012	583.71
			Check Total:	583.71
Check No: 0 1018513465	Check Date: ? Wtr/roundsling/catalog	Vendor: 3463	AW Direct 02/10/2012	165.55
			Check Total:	165.55
			Report Total:	210,021.44

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35315	Check Date: 02/16/2012	Vendor: 1851	AT&T	
020112	GG/white page account		02/01/2012	11.73
			Check Total:	11.73
Check No: 35316	Check Date: 02/16/2012	Vendor: 2963	AT&T	
3014140	GG/City Hall		02/06/2012	490.79
3014143	GG/City Hall fax		02/06/2012	59.13
3014663	GG/108 Pinon fax		02/06/2012	15.41
3014145	PW/fax		02/06/2012	30.67
3014940	PD/breathalyzer machine		02/06/2012	15.86
3015006	Depot		02/06/2012	46.74
3006073	Wtr/fax		02/02/2012	46.99
3014149	Swr/scada		02/06/2012	75.85
3014141	Swr/WWTP office		02/06/2012	65.10
3007745	Swr/telemetry sys		02/02/2012	15.84
3014144	A/awos		02/06/2012	15.54
3014146	A/fuel sys		02/06/2012	15.86
			Check Total:	893.78
Check No: 35317	Check Date: 02/16/2012	Vendor: 3274	Bright House Networks	
022112	GG/internet services		02/21/2012	144.52
			Check Total:	144.52
Check No: 35318	Check Date: 02/16/2012	Vendor: 1739	Chevron & Texaco Business Card	
561692 2	GG/fleet vehicle fuel		02/06/2012	264.29
561692 1	PD/fleet vehicle fuel		02/06/2012	4,662.89
			Check Total:	4,927.18
Check No: 35319	Check Date: 02/16/2012	Vendor: 0395	The Gas Company	
020612 2	GG/heating/115 S Robinson		02/06/2012	117.83
020812 3	PD/heating/129 E F		02/08/2012	302.44
			Check Total:	420.27
Check No: 35320	Check Date: 02/16/2012	Vendor: 0332	Petty Cash	
231499	GG/cleaning supplies/febreze/sponge/		07/01/2011	21.18
115	GG/pp plates		10/07/2011	26.80
333	GG/plastic spoons/forks		07/11/2011	19.28
228	GG/ppr napkins/spoons/forks/knives		12/06/2011	39.10
04751	GG/ziploc 42ct		12/08/2011	4.06
359768	GG/air freshner		01/22/2012	6.37
204	GG/ppr plates		02/07/2012	15.57
			Check Total:	132.36
Check No: 35321	Check Date: 02/16/2012	Vendor: 0372	Southern California Edison	
0207121	GG/Pinon		02/07/2012	1,251.73
02071221	Strts/800 S Curry st		02/07/2012	30.70
02071222	Strts/Dennison/Brett av		02/07/2012	41.56
02071223	Strts/Valley blv W/O Dennison		02/07/2012	381.27
02071224	Strts/Teh/Tucker		02/07/2012	47.11
0208127	Strts/Curry st S/O Pinon st		02/08/2012	16.09
0208128	Strts/Mulberry/Brentwood		02/08/2012	72.53
0209129	Strts/1300 Goodrick dr #Z		02/09/2012	21.99
02071210	Strts/Goodrick dr E/O Dennison		02/07/2012	190.63
02071211	Strts/Tucker/Valley		02/07/2012	123.22
02071212	Strts/Highline & Curry		02/07/2012	15.71
02071213	Strts/Tucker rd/Hwy 202		02/07/2012	165.21
02071214	Strts/Mill and J st		02/07/2012	69.25
02071215	Strts/TR 45361 Mulberry ap		02/07/2012	54.11
02071216	Strts/Mill and J st		02/07/2012	103.99
02071217	Strts/F st E/O Mulberry		02/07/2012	355.55

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
02071218	Strts/Mill st S/O E st		02/07/2012	10.86
02071219	Strts/710 W Teh blv		02/07/2012	156.58
02071220	Strts/Teh blv/Dennison		02/07/2012	12.07
0207122	Strts/100 W Teh blv #B		02/07/2012	207.20
0207123	Strts/101 W F st		02/07/2012	334.22
0207124	Strts/TR 2995 Oakwood/Val		02/07/2012	7,019.47
0207124 CR	Strts/TR2995Oakwood/Val/CR/Imps remo		02/07/2012	-2,066.63
02071226	Wtr/1299 S Curry st		02/07/2012	1,167.95
02091227	Wtr/129 Brentwood dr		02/09/2012	1,473.91
02101228	Wtr/126 S Snyder av		02/10/2012	123.84
02101229	Wtr/NW Cor Anita/Dennison		02/10/2012	1,890.78
02091230	Wtr/Wht Oak extnd E Curry		02/09/2012	875.15
02071225	Swr/000000 Teh blv		02/07/2012	153.42
02091231	Swr/755 Steuber Well		02/09/2012	134.17
0207125	Strts/TR2995Oakwood/Val		02/07/2012	252.96
02081232	LLD/180 Valley		02/08/2012	22.72
0207126	Strts/TR2995Oakwood/Val		02/07/2012	179.52
02081238	LLD/Manzanite/Green		02/08/2012	267.83
02091233	LLD/115 Manzanita st		02/09/2012	23.62
02091234	LLD/209 E Highline rd PED		02/09/2012	32.75
02081235	LLD/311 Sutter st		02/08/2012	22.72
02081236	LLD/501 1/2 Pinon		02/08/2012	22.72
02081237	LLD/115 Manzanita ln		02/08/2012	22.72
02081239	LLD/Dennison/Pinon st		02/08/2012	1,189.11
02091240	LLD/1199 Canyon dr East		02/09/2012	21.99
02091241	LLD/1200 S Dennison		02/09/2012	21.26
02091242	LLD/1202 S Dennison		02/09/2012	23.07
02091243	LLD/1000 Canyon dr W		02/09/2012	21.99
02081244	LLD/Mill st/D st		02/08/2012	72.87
Check Total:				16,631.49
Check No: 35322	Check Date: 02/16/2012	Vendor: 1069	Tehachapi Valley Recreation &	
020912	GG/Concerts in the Park/sponsor		02/09/2012	100.00
Check Total:				100.00
Check No: 35323	Check Date: 02/16/2012	Vendor: 3011	Verizon Wireless	
1053253644	PD/mobile broadband		02/01/2012	351.86
Check Total:				351.86
Report Total:				23,613.19

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35400 11371 RI	Check Date: 02/21/2012 GG/Install new phone&headsets/frmt c	Vendor: 3251	California Telephony Inc. 09/30/2011	1,657.12
			Check Total:	1,657.12
Check No: 35401 120811 RI	Check Date: 02/21/2012 PD/2012 vehicle code books/shipping	Vendor: 2973	Department of Motor Vehicles 12/08/2011	197.81
			Check Total:	197.81
Check No: 35402 0124112	Check Date: 02/21/2012 PD/lodging/A. Wood/PSTC workshop	Vendor: 3458	Lions Gate Hotel & Cottage Sui 01/24/2012	285.54
			Check Total:	285.54
Check No: 35403 012412	Check Date: 02/21/2012 PD/registration/A. Wood/PSTC workshop	Vendor: 3459	Sacramento Regional Public Saf 01/24/2012	41.00
			Check Total:	41.00
Check No: 35404 020712	Check Date: 02/21/2012 PD/registration/EVOC course/R.Disney	Vendor: 3457	SBSD-EVOC 02/07/2012	240.00
			Check Total:	240.00
Check No: 35405 022612 1 022112 022612 2	Check Date: 02/21/2012 PD/meals allowance/workshop PD/meals allowance/La Hidta workshop PD/mileage/workshop	Vendor: 2809	Amelia Thompson 02/26/2012 02/21/2012 02/26/2012	190.00 50.00 268.38
			Check Total:	508.38
Check No: 35406 022612 1 022612 2	Check Date: 02/21/2012 PD/meals allowance/PSTC workshop PD/mileage allowance/PSTC workshop	Vendor: 3284	Alexia Wood 02/26/2012 02/26/2012	145.00 330.15
			Check Total:	475.15
			Report Total:	3,405.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35407	Check Date: 02/21/2012	Vendor: 2695	Home Depot Credit Services	
4993006	GG/120v halogen		01/26/2012	27.76
0990019	GG/75 cpl/conduit body w/cover&gaske		01/10/2012	49.35
3010841	GG/10' 6" rails/top rails		01/17/2012	23.32
3024469	GG/gate/ell w/o bolts/rails		01/17/2012	103.15
5016416	GG/boxes for Christmas decorations s		01/05/2012	50.16
8025862	GG/evo compact/mitre kit		02/01/2012	191.37
5094733	GG/deep sin bow		01/25/2012	196.62
8994225	PW/strip master/wire stripper		02/01/2012	26.79
7994387	PW/3" mag hldr/3" dewalt magnetic bi		02/02/2012	12.81
4011508	PW/plastic bags		01/26/2012	1.05
2010875	PW/1lb screw		01/18/2012	5.71
8010271	PW/pf block adh/concrete seal/caulk		01/12/2012	19.87
9011967	PW/o rings		01/31/2012	4.87
8300879	PW/s/o trex		02/01/2012	132.66
7012344	PW/68 schlage key		02/02/2012	1.91
1996203	PW/sq box/cover		01/09/2012	3.04
5570606	PW/32gll trash cans		01/05/2012	16.59
5995406	PW/32gll trash cans		01/05/2012	33.18
1016893	PW/250 wmh		01/09/2012	29.12
1023699	PW/conduit/chase ni/3/4" cnctr/flx c		01/09/2012	29.83
159158	PW/1/2" sil plu/blc cvr clr		01/09/2012	17.13
9011971	PW/cabinet		01/31/2012	175.81
4011485	PW/ss quick link		01/26/2012	18.23
7992446	PW/pen laser level/10' velcor		01/23/2012	121.87
5011461	PW/6' valrosih/faucet/cabinets		01/25/2012	1,536.56
8010273	PW/door closer		01/12/2012	36.38
8560978	PW/plastic bags		02/01/2012	2.10
2582554	PW/grease		01/18/2012	9.82
4011586	PW/10 qt galv pail		01/26/2012	7.95
4011501	Cnstrc/u bolts/hex nuts		01/26/2012	18.31
5016496	Cnstrct/1/2 " hole/ntrl glv l		01/05/2012	22.67
7025057	PD/1lb. screws/hex wash/taping knife		01/23/2012	21.05
4011499	PD/filters/std pleat fltr		01/26/2012	26.92
0011889	BK Theatre/roto tilecut/diamond tile		01/30/2012	71.83
0993804	BK Theatre/valve fpt/cop tee 10pk/fl		01/30/2012	54.01
4993085	BK Theatre/holesaw		01/26/2012	10.37
9025751	Strts/utility brush/trm rollers/cove		01/31/2012	40.52
2991658	Strts/carriage bolts/hex nutuss/lumb		01/18/2012	75.16
4011604	Strts/doug fir lumber/prime sealter/		01/26/2012	88.73
7020015	Strts/4 pktframers's bag		02/02/2012	38.55
7560740	Strts/flex conduit		01/23/2012	10.71
0011885	Strts/yard bags		01/30/2012	179.54
9010240	Dwntwn Beautification/level pro		01/11/2012	76.94
9023805	Dwntwn Beautification/rbr foam tape		01/11/2012	158.15
8023872	Teh Centennial Plaza/flat mud ring/s		01/12/2012	9.03
8990411	Teh Centennial Plaza/wtr conn/condui		01/12/2012	6.22
3010827	Teh Centennial Plaza/wallplates/swit		01/17/2012	2.40
0571718	Wtr/26 piece inch & metric ball		01/30/2012	26.63
9010238	Wtr/149 pc blkchr/26pc sd set/18v wr		01/11/2012	762.83
5025209	Wtr/screws		01/25/2012	5.06
3571171	Wtr/elec 10 roll/fuse 5a		01/17/2012	13.52
8990535	Wtr/switch/tog/sq box		01/12/2012	18.79
25655	Wtr/wtrprf grease		01/30/2012	3.21
9023825	Wtr/batteries		01/11/2012	14.98
9994022	Wtr/ortho insect spray		01/31/2012	12.84
5992767	Wtr/batteries		01/25/2012	13.37
8130875	Wtr/mtn granite		01/12/2012	9.63
3010737	Wtr/fastset/concrete		01/17/2012	5.34
2024586	Wtr/pipe insul/wrap/utility roll/pif		01/18/2012	33.71
8130865	Wtr/3/4 br pipe tee/brass pipe tee		01/12/2012	21.18

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
5560242	Wtr/hose x fip		01/05/2012	6.91
0011856	Swr/flex cplg/abs fitting/abs pipe/a		01/30/2012	62.23
0993809	Swr/ryobi 18v/kithium 2pk compact ba		01/30/2012	95.45
0993890	Swr/diablo bi metal sd/blade		01/30/2012	24.18
1991870	Swr/tool holder/tool hook		01/19/2012	2.02
4992988	Swr/drain tape		01/26/2012	31.40
0010003	Swr/gas can #5		01/10/2012	13.38
3991372	Swr/primer/pvc solvent/pvc cement		01/17/2012	11.12
8560974	Swr/rdt sonic 2pk		02/01/2012	32.13
2011730	A/plastic bags/wash zinc/bag goods		01/28/2012	8.24
3131255	A/angle/hx bolts/lockwashers/med spl		01/27/2012	105.76
Check Total:				5,130.03
Check No: 35408	Check Date: 02/21/2012	Vendor: 1071	Main Street Tehachapi, Inc.	
021312	GG/membership		02/13/2012	100.00
Check Total:				100.00
Check No: 35409	Check Date: 02/21/2012	Vendor: 3460	Tehachapi Little League	
021012	PD/Field Sponsor donation		02/10/2012	300.00
Check Total:				300.00
Report Total:				5,530.03

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 0015	211 Praxair Distribution, Inc.	
42084348	PW/industrial acetylene		02/20/2012	125.64
42015012	PW/c25 arg-co2/oxygen k/acetylene		02/09/2012	483.15
			Check Total:	608.79
Check No: 0	Check Date: ?	Vendor: 0030	The Bakersfield Californian	
2468405	GG/finance charge		02/29/2012	1.85
12692020	PD/request for qualific bweb		02/15/2012	158.88
12675680	A/notice inviting stat bweb		02/07/2012	290.08
			Check Total:	450.81
Check No: 0	Check Date: ?	Vendor: 0041	Benz Propane Company, Inc.	
238153411	Strts/yard bottles		02/29/2012	104.16
238153412	Strts/delivery		02/29/2012	328.45
			Check Total:	432.61
Check No: 0	Check Date: ?	Vendor: 0218	Jim's Supply Company, Inc.	
494846	PW/6 1/2" D-ring weld on		02/09/2012	32.18
			Check Total:	32.18
Check No: 0	Check Date: ?	Vendor: 0223	Kern County Auditors Office	
010112	Parking Citation revenue Jan. 2012		01/01/2012	33.00
			Check Total:	33.00
Check No: 0	Check Date: ?	Vendor: 0241	Kern Bros. Trucking, Inc.	
60017	Strts/K-57 misc. sand del		02/10/2012	589.88
			Check Total:	589.88
Check No: 0	Check Date: ?	Vendor: 0263	Lebeau, Thelen, LLP	
12 022912	GG/legal srvc-extra/Broome Ranch		02/29/2012	1,098.50
39 022912	LLD/legal srvc-extra/Teh funding		02/29/2012	1,097.30
			Check Total:	2,195.80
Check No: 0	Check Date: ?	Vendor: 0300	Mission Linen & Uniform Servic	
140189829	PW/srvc chrg/twl cntr/cov twl		03/06/2012	75.64
140188685	PW/twl cntr/hndclnr/cov twl		02/28/2012	71.66
140187534	PW/srvc chrg/twl cntr/cov twl/hndcl		02/21/2012	75.64
140186382	PW/twl cntr/hndclnr/cov twl		02/14/2012	71.66
			Check Total:	294.60
Check No: 0	Check Date: ?	Vendor: 0350	Ranch Service & Supply	
22164	GG/3'x100' aviary wire/t post/wire t		02/29/2012	795.37
			Check Total:	795.37
Check No: 0	Check Date: ?	Vendor: 0362	RSI Petroleum Products	
0250515	PW/fuel		02/29/2012	1,835.62
0250314	PW/fuel		02/21/2012	1,812.73
			Check Total:	3,648.35
Check No: 0	Check Date: ?	Vendor: 0399	Sparkletts	
030112	Swr/drinking water 5 gll/cooler rent		03/01/2012	140.30
			Check Total:	140.30
Check No: 0	Check Date: ?	Vendor: 0426	Tehachapi-Cummings County Wate	
9590600 022912	Wtr/service chg/Benz Sanitation		02/29/2012	4.50
37213000 022912	Wtr/service chg/Chemtool		02/29/2012	4.50
2118400 022912	Wtr/service chg/Henway		02/29/2012	4.50
421.589 022912	Wtr/service chg/TUSD		02/29/2012	4.50
27187900 022912	LLD/service chg/Warrior Park		02/29/2012	4.50

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
15615000 02291	LLD/service chg/Landscaping		02/29/2012	4.50
629310 022912	LLD/service chg/Median		02/29/2012	4.50
			Check Total:	31.50
Check No: 0	Check Date: ?	Vendor: 0429	Tehachapi Valley Healthcare	
021812	PD/labs		02/18/2012	38.80
			Check Total:	38.80
Check No: 0	Check Date: ?	Vendor: 0431	Tehachapi News	
12678535	GG/Notice of completion		02/07/2012	155.00
2468627	GG/finance charge		02/29/2012	0.36
12702438	CD/classified recruitment		02/28/2012	166.52
			Check Total:	321.88
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Offic	
121387-0	GG/5pk note pst/multi purp sponges		02/29/2012	23.55
121512-0	GG/dry erase board/markers/pens/pape		03/08/2012	200.48
121366-0	GG/jumbo clips		02/27/2012	2.83
121321-0	GG/ppr clips/sharpies/paper		02/24/2012	96.02
C 121321-0	GG/ppr clips/return		02/28/2012	-52.83
121439-0	GG/soap/dish cleaner/soap		03/05/2012	30.35
C 120950-0	GG/paper/return		02/02/2012	-105.08
C 121022-0	GG/index dividers		02/09/2012	-13.69
120952-0	Cnstrc/inkcartg		01/31/2012	162.98
121519-0	PD/dvd disc/cdr		03/08/2012	58.33
121495-1	PD/stamp pad/envelopes		03/08/2012	76.00
121495-0 2	PD/stamp pad		03/07/2012	3.63
121495-0 1	PD/clnr freshener/dsnfct spray		03/07/2012	168.83
121370-0	A/paper		02/28/2012	34.31
			Check Total:	685.71
Check No: 0	Check Date: ?	Vendor: 0485	McMaster-Carr Supply Company	
19285520	PW/spray bottle/metal dru pump/pail/		02/28/2012	634.61
			Check Total:	634.61
Check No: 0	Check Date: ?	Vendor: 0503	Coastline Equipment	
65051	Wtr/travel charge/core for engine co		02/13/2012	2,000.47
			Check Total:	2,000.47
Check No: 0	Check Date: ?	Vendor: 0610	Abate-A-Weed, Inc.	
470572	Strts/ranger pro 3.0gll		02/29/2012	521.69
			Check Total:	521.69
Check No: 0	Check Date: ?	Vendor: 0612	Old Towne Nursery	
194547 1	PW/weed impede conc		02/16/2012	43.96
194547 2	Wtr/weed impede conc		02/16/2012	43.96
			Check Total:	87.92
Check No: 0	Check Date: ?	Vendor: 0689	Pioneer True Value Home Center	
60169	GG/single cut keys		03/05/2012	7.68
59993	PW/nuts,bolts,washers& spec hard		01/30/2012	1.66
			Check Total:	9.34
Check No: 0	Check Date: ?	Vendor: 0832	ACWA Health Benefits Authority	
040120124	Life/AD&D		04/01/2012	1,002.09
040120121	Medical		04/01/2012	59,837.55
040120122	Dental		04/01/2012	7,035.82
040120123	Vision		04/01/2012	844.32

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				68,719.78
Check No: 0 89644	Check Date: ? Strts/broom sweeping service	Vendor: 1032	Jack Davenport Sweeping Services, I 02/29/2012	8,640.00
Check Total:				8,640.00
Check No: 0 4119 4120 4123	Check Date: ? GG/envelopes GG/letterhead PD/business cards	Vendor: 1055	Mercury Graphics 02/27/2012 02/27/2012 03/07/2012	126.56 195.88 56.84
Check Total:				379.28
Check No: 0 022912	Check Date: ? A/EKAPCD permit filing fee/KTSP fuel	Vendor: 1229	Kern County Air Pollution Cont 02/29/2012	120.00
Check Total:				120.00
Check No: 0 1800129936 2 1800129936 3 1800129936 1 1800129936 4	Check Date: ? PW/CCI work crew Lndscp/CCI work crew Strts/Maint-CCI LLD/KB Orchard Glen-Dnnsn	Vendor: 1285	CA Dept of Corrections and Reh 02/08/2012 02/08/2012 02/08/2012 02/08/2012	830.40 415.20 4,152.00 415.20
Check Total:				5,812.80
Check No: 0 25618 25675 25662	Check Date: ? PD/name tag/artwork/tailoring PD/sew patches/tailoring PD/sew on patches	Vendor: 1286	M&M's Sports Uniforms & Embroi 02/23/2012 03/01/2012 02/29/2012	9.87 39.36 2.41
Check Total:				51.64
Check No: 0 TH21110 011912	Check Date: ? GG/window Improvement Misc-CityHall/window	Vendor: 1287	Century Glass 02/29/2012 01/19/2012	80.06 93.63
Check Total:				173.69
Check No: 0 645212	Check Date: ? PW/hand towels	Vendor: 1313	Certified Laboratories 02/23/2012	125.68
Check Total:				125.68
Check No: 0 030112	Check Date: ? PD/acd rental	Vendor: 1321	Culligan Water Conditioning 03/01/2012	29.00
Check Total:				29.00
Check No: 0 1970890	Check Date: ? PW/toilet rental/KC	Vendor: 1505	Benz Construction Services 03/01/2012	55.00
Check Total:				55.00
Check No: 0 240067712	Check Date: ? Wtr/trj svc call/tires/mnt/vlv stem	Vendor: 1794	Daniels Tire Store 02/07/2012	1,939.69
Check Total:				1,939.69
Check No: 0 C85961	Check Date: ? Strts/4 segment gutter broom set	Vendor: 1846	Haaker Equipment Company 02/16/2012	286.68
Check Total:				286.68
Check No: 0 8211	Check Date: ? PW/powermate 1850 generator/repair s	Vendor: 1947	Tehachapi Lawn and Garden 02/14/2012	164.49
Check Total:				164.49

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
733027	PW/shock reflex rear		02/29/2012	114.74
727932	PW/reflex truck shock		01/09/2012	114.74
731488	PW/trailer cable/plug		02/14/2012	73.51
732125	PW/plug		02/21/2012	2.13
732123	PW/flasher turn signal		02/21/2012	77.21
728280	PW/cap screw		01/12/2012	1.17
731567	Strts/solenoid		02/15/2012	26.27
			Check Total:	409.77
Check No: 0	Check Date: ?	Vendor: 2459	CSG International	
77880 4	Rfs/postage		02/28/2012	188.54
77880 1	Rfs/printing		02/28/2012	101.67
77880 5	Wtr/postage		02/28/2012	471.34
77880 2	Wtr/printing		02/28/2012	254.19
77880 6	Swr/postage		02/28/2012	282.80
77880 3	Swr/printing		02/28/2012	152.51
			Check Total:	1,451.05
Check No: 0	Check Date: ?	Vendor: 2636	High Desert Wireless Broadband	
18852	IT/monthly consulting fee Feb. 2012		03/01/2012	2,000.00
			Check Total:	2,000.00
Check No: 0	Check Date: ?	Vendor: 2641	The Affinity Law Group APC	
02928	GG/legal srvc/2012 copyright registr		02/29/2012	210.00
02929	GG/legal srvc/registration of design		02/29/2012	675.00
02930	GG/legal srvc/registration of Taglin		02/29/2012	500.00
			Check Total:	1,385.00
Check No: 0	Check Date: ?	Vendor: 2707	MailFinance	
H3120736	GG/lease/Dec 28 to Mar 27 2012		02/24/2012	454.50
			Check Total:	454.50
Check No: 0	Check Date: ?	Vendor: 2748	RCS Investigations & Consultin	
1837	PD/background investigation/lodging		02/21/2012	1,389.32
			Check Total:	1,389.32
Check No: 0	Check Date: ?	Vendor: 2749	Intercept, Inc.	
92578	PD/security interview/pre employment		03/02/2012	235.00
			Check Total:	235.00
Check No: 0	Check Date: ?	Vendor: 2785	Bakersfield VIP Uniforms, Inc.	
18241	PD/baton strap/sewn nickle ring		02/02/2012	9.65
18391	PD/standard cuff w/chro snap		02/17/2012	60.62
			Check Total:	70.27
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4348 1	GG/cleaning/115 S Robinson		03/06/2012	420.00
4348 2	PD/cleaning/129 E F st		03/06/2012	540.00
4350	Depot/cleaning/101 W Teh blv		03/06/2012	500.00
4349	A/cleaning/314 N Hayes		03/06/2012	100.00
			Check Total:	1,560.00
Check No: 0	Check Date: ?	Vendor: 2978	Andy Gump, Inc	
86734	Sump Maint/fence & gate rent		02/23/2012	88.80
			Check Total:	88.80
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
3151	PD/alternator bearing/assembly		03/01/2012	466.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
3144	PD/oil filter/motor oil		02/28/2012	39.10
			Check Total:	505.10
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
37199858	GG/Loop Ranch Bio constraints analys		01/12/2011	245.00
37193382	GG/Loop Ranch Bio constraints analys		12/12/2011	1,051.00
			Check Total:	1,296.00
Check No: 0	Check Date: ?	Vendor: 3104	Hilltop Publishers	
24682	GG/b&w ad/City Council vacancy		03/05/2012	250.00
			Check Total:	250.00
Check No: 0	Check Date: ?	Vendor: 3173	Soto Tire & Wheels	
022912	PD/tires/07 Ford B&W		02/29/2012	638.00
			Check Total:	638.00
Check No: 0	Check Date: ?	Vendor: 3191	Chriso's Tree Trimming	
884	PW/lrg Elm tree removal/stump/clean		02/24/2012	400.00
			Check Total:	400.00
Check No: 0	Check Date: ?	Vendor: 3217	Office Depot	
598244182001	PD/printer ink crtrdg		02/15/2012	239.38
598244657001	PD/paper/pens/notes/perf pads		02/15/2012	212.57
			Check Total:	451.95
Check No: 0	Check Date: ?	Vendor: 3281	Statewide Safety & Signs, Inc.	
2512	Strts/custom size detour ahead signs		02/21/2012	278.85
2501	Strts/school sign/children pres sign		02/16/2012	139.43
			Check Total:	418.28
Check No: 0	Check Date: ?	Vendor: 3294	Lewis Barricade	
1303632	PW/class 3 vest orange		02/29/2012	28.10
			Check Total:	28.10
Check No: 0	Check Date: ?	Vendor: 3424	Impact Sciences	
17832	General Plan Update/revisions Draft		03/06/2012	3,936.60
			Check Total:	3,936.60
Check No: 0	Check Date: ?	Vendor: 3437	Tehachapi Lifestyle Magazine	
1228	GG/quarter page display ad 12 month		03/01/2012	1,550.00
			Check Total:	1,550.00
Check No: 0	Check Date: ?	Vendor: 3440	Dennis Artzer	
030612	Cnstrc/mileage reimb/welding trainin		03/06/2012	532.80
			Check Total:	532.80
Check No: 0	Check Date: ?	Vendor: 3449	Stepp Manufacturing Co., Inc.	
42560	Strts/valve-hyd 12V		02/13/2012	170.99
			Check Total:	170.99
Check No: 0	Check Date: ?	Vendor: 3466	LLC South San Joaquin Valley D	
7033	GG/2012 Division membership dues		02/15/2012	55.07
			Check Total:	55.07
			Report Total:	119,327.94

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35413 01-3489 2	Check Date: 02/28/2012 City Hall fnt Office rehab/front do	Vendor: 1287	Century Glass 02/28/2012	731.74
			Check Total:	731.74
			Report Total:	0.00 731.74

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35414	Check Date: 02/29/2012	Vendor: 2963	AT&T	
3135828	PD/subscriber access line		02/13/2012	177.75
3025300	PD/T1 line		02/11/2012	303.72
3014142	Swr/lift station		02/06/2012	15.86
			Check Total:	497.33
Check No: 35415	Check Date: 02/29/2012	Vendor: 1097	Hannah H. Chung	
022812	Finance/meleage reimb/RMA retreat		02/28/2012	306.36
			Check Total:	306.36
Check No: 35416	Check Date: 02/29/2012	Vendor: 3337	Richard A. Disney	
030112	PD/meals allowance/EVOC workshop		03/01/2012	25.00
			Check Total:	25.00
Check No: 35417	Check Date: 02/29/2012	Vendor: 2113	Fuel Controls, Inc.	
73417	A/100 Octane wholesale		02/23/2012	25,589.75
			Check Total:	25,589.75
Check No: 35418	Check Date: 02/29/2012	Vendor: 0395	The Gas Company	
021612	GG/108 Pinon st		02/16/2012	89.59
021012	GG/200 W Teh		02/10/2012	20.71
020912	Wtr/100 CommWay		02/09/2012	152.35
0209122	A/409 Bryan ct		02/09/2012	108.01
			Check Total:	370.66
Check No: 35419	Check Date: 02/29/2012	Vendor: 3415	W.M. Lyles Company	
013112	New Treatment Plant/Pay#6 Jan. 31 20		01/31/2012	189,026.14
			Check Total:	189,026.14
Check No: 35420	Check Date: 02/29/2012	Vendor: 0372	Southern California Edison	
0223121	GG/311 E D st		02/23/2012	96.73
0225122	GG/111 W I st		02/25/2012	54.52
0225123	GG/1125 Capital Hills		02/25/2012	21.99
0224124	GG/200 W Teh blv		02/24/2012	35.81
0225125	GG/109 E Teh blv		02/25/2012	51.17
0218126	GG/115 S Robinson		02/18/2012	708.19
0218128	GG/303 E D st		02/18/2012	33.67
0218129	GG/108 Pinon st		02/18/2012	25.41
02181212	PW/800 Enterprise		02/18/2012	85.04
02181213	PW/800 Enterprise shop		02/18/2012	306.40
0218127	PD/129 E F st		02/18/2012	707.99
02231215	City Park/114 S Green		02/23/2012	136.37
02161216	Strts/800 S Curry st #A		02/16/2012	37.93
02251217	Strts/209 1/2 E Teh blv		02/25/2012	21.99
02251218	Strts/333 1/2 E Teh		02/25/2012	175.88
02181210	Wtr/100 CommWay		02/18/2012	136.10
02181211	Wtr/101 CommWay		02/18/2012	150.23
02181214	Swr/800 Enterprise		02/18/2012	559.24
02181227	A/314 N Hayes st #G3		02/18/2012	35.87
02181228	A/Dennison S/O Hwy 58		02/18/2012	167.07
02181229	A/Teh airport 4		02/18/2012	14.97
02181230	A/314 N Hayes st		02/18/2012	161.51
02181219	A/314 N Hayes		02/18/2012	56.86
02181220	A/9999 1/2 Hayes		02/18/2012	96.60
02181221	A/316 S Mojave st		02/18/2012	48.17
02181222	A/314 N Hayes st PAPI		02/18/2012	76.68
02181223	A/409 Bryan ct		02/18/2012	370.01
02181224	A/West end Teh airport		02/18/2012	70.45
02181225	A/314 N Hayes st #B		02/18/2012	294.76
02181226	A/NE cor Teh airport		02/18/2012	21.99

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
02231231	LLD/318 E E st		02/23/2012	74.85
02241232	LLD/329 1/2 D st		02/24/2012	86.66
Check Total:				4,921.11
Check No: 35421	Check Date: 02/29/2012	Vendor: 3011	Verizon Wireless	
1057116918 1	GG/mobile broadband		02/13/2012	38.01
1057116918 2	Fin/mobile broadband		02/13/2012	38.01
1058437818 1	Wtr/JCurry/mobile broadband		02/18/2012	15.01
1057116918 3	Wtr/mobile broadband		02/13/2012	15.01
1058437818 2	Swr/JCurry/mobile broadband		02/18/2012	15.01
1057116918 4	Swr/mobile broadband		02/13/2012	15.01
Check Total:				136.06
Report Total:				220,872.41

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35422	Check Date: 03/01/2012	Vendor: 2940	U.S. Bank Corporate Payment Sy	
000009	GG/meals	Acct. No. 3333 G.Garrett	02/08/2012	39.00
48035	GG/meals/Kern EDC mtg.	Acct. No. 3333 G.Garrett	02/14/2012	48.13
65	GG/meals/GTEDC/EDC mtg.	Acct. No. 3333 G.Garrett	02/16/2012	30.00
0821816	GG/water for meeting	Acct. No. 3333 G.Garrett	02/16/2012	25.05
87361	GG/pole/flag/brck & bank	Acct. No. 3333 G.Garrett	02/03/2012	60.63
021612	GG/SXM Sirius/dwntwn music	Acct. No. 3333 G.Garrett	02/16/2012	295.67
1091823-1	GG/sport jackets/returned	Acct. No. 9510 C. Kirk	01/17/2012	-153.48
527617	GG/ flag	Acct. No. 3790 D. Wahlstrom	02/02/2012	268.13
527610	GG/ flag	Acct. No. 3790 D. Wahlstrom	02/02/2012	268.13
527636	GG/ Ca. flag	Acct. No. 3790 D. Wahlstrom	02/08/2012	160.88
223218	GG/notary service/Teh. Cummings agr	Acct. No. 3275 E. Grimes	02/16/2012	10.00
022712	GG/Fraud charge/to be refunded	Acct. No. 9510 C. Kirk	02/27/2012	360.00
9258897	Finance/fuel/CSMFO Chptr mtg.	Acct. No. 3341 H. Chung	01/26/2012	60.53
7528022	Finance/fuel/mtg.	Acct. No. 3341 H. Chung	02/09/2012	42.24
2262	PW/bench job	Acct. No. 3790 D. Wahlstrom	01/30/2012	20.00
248	PW/4 tires/04 Chev	Acct. No. 3790 D. Wahlstrom	02/02/2012	680.00
20752	CD/planning commissioners journal	Acct. No. 3366 D. James	02/05/2012	27.25
5597	PD/event registration 2012 LCW annu	Acct. No. 6970 J. Kermode	01/30/2012	445.00
0349	PD/lodging	Acct. No. 6970 J. Kermode	02/04/2012	246.86
000032	PD/parking	Acct. No. 6970 J. Kermode	02/03/2012	18.00
1001005785	PD/IACP active member	Acct. No. 6970 J. Kermode	01/25/2012	120.00
000232052	PD/2012 membership fee	Acct. No. 6970 J. Kermode	01/25/2012	370.00
22937243	Clerk/lodging/reservation/AWhitmore	Acct. No. 9510 C. Kirk	03/13/2012	84.00
101095935	Strts/leather apron	Acct. No. 3790 D. Wahlstrom	02/02/2012	101.89
0026802	Strts/wire harness bracket	Acct. No. 3790 D. Wahlstrom	01/25/2012	11.80
013112	Dwntwn Beautification Ph2/notary ser	Acct. No. 3333 G.Garrett	01/31/2012	20.00
221180	Dwntwn Beautification Ph2/notary ser	Acct. No. 3333 G.Garrett	01/31/2012	10.00
026530	Wtr/car wash	Acct. No. 9309 J. Curry	02/06/2012	10.00
5732	Wtr/toggle switches/axis lens/kit/li	Acct. No. 2516 T. Glasgow	01/25/2012	3,432.46
24095	Wtr/fuel	Acct. No. 9309 J. Curry	02/02/2012	12.50
023422	Transit/workshop/TPG consulting	Acct. No. 9510 C. Kirk	02/15/2012	100.00
173290	A/fuel cans/booster pack/oil/startin	Acct. No. 2516 T. Glasgow	02/01/2012	304.72
16261581	A/advertisement photo	Acct. No. 2516 T. Glasgow	01/26/2012	39.50
012312	A/surge protector PAPI lights/instal	Acct. No. 2516 T. Glasgow	01/23/2012	1,075.40
3011626	A/paint/gloves/spikes/sponges/aeroso	Acct. No. 2516 T. Glasgow	01/27/2012	154.40
3131259	A/miracle gro/vigoro for trees & shr	Acct. No. 2516 T. Glasgow	01/27/2012	12.03
000002	A/post hole digger/supply	Acct. No. 2516 T. Glasgow	02/10/2012	13.93
Check Total:				8,824.65
Report Total:				0.00 8,824.65

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35499	Check Date: 03/06/2012	Vendor: 2893	Cardmember Service	
0898866	GG/personnel benefits folders/pck of	Business Card Acct. 8217	02/06/2012	76.91
2003044599035	GG/Dell XPS 8300 PC	Business Card Acct. 8217	02/08/2012	1,547.93
			Check Total:	1,624.84
Check No: 35500	Check Date: 03/06/2012	Vendor: 2803	Jason Dunham	
031312	PD/meals allowance		03/05/2012	150.00
			Check Total:	150.00
Check No: 35501	Check Date: 03/06/2012	Vendor: 0372	Southern California Edison	
0302121	Strts/326 E D		03/02/2012	19.37
0229122	Strts/Teh bl W/O Green		02/29/2012	15.57
0229123	Strts/103 Teh bl		02/29/2012	89.28
0229124	Strts/101 E Teh bl #B		02/29/2012	174.17
0229125	Strts/110 S Mill		02/29/2012	149.68
0302126	Strts/303 E ave D		03/02/2012	14.97
0229127	Strts/Curry/D st		02/29/2012	15.57
0228129	Traffic Signal/801 Mountain View av		02/28/2012	50.70
0229128	Wtr/358 E D		02/29/2012	1,182.22
02281210	Swr/880 Enterprise		02/28/2012	1,513.35
03021211	Swr/800 Enterprise		03/02/2012	3,993.19
03021212	LLD/Teh blv/Bailey		03/02/2012	325.97
			Check Total:	7,544.04
Check No: 35502	Check Date: 03/06/2012	Vendor: 3465	Tropicana Express	
030512	PD/lodging/J. Dunham/Unit CommSemina		03/05/2012	70.53
			Check Total:	70.53
Check No: 35503	Check Date: 03/06/2012	Vendor: 3011	Verizon Wireless	
1059316430 1	Wtr/mobile broadband		03/15/2012	15.01
1059316430 2	Swr/mobile broadband		03/15/2012	15.01
			Check Total:	30.02
Check No: 35504	Check Date: 03/06/2012	Vendor: 3464	Western States Information Net	
030512	PD/Registration/J. Dunham/WSIN semin		03/05/2012	100.00
			Check Total:	100.00
			Report Total:	9,519.43

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35505 0049	Check Date: 03/12/2012 Finance/two Fellows Pwr shredders	Vendor: 1097	Hannah H. Chung 03/10/2012	174.48
			Check Total:	174.48
Check No: 35506 2032012	Check Date: 03/12/2012 Recycling contract	Vendor: 0433	Tehachapi Recycling, Inc. 03/07/2012	13,906.54
			Check Total:	13,906.54
Check No: 35507 2012012 2022012	Check Date: 03/12/2012 Kern County Gate fees Refuse contract	Vendor: 0434	Tehachapi Sanitation 03/07/2012 03/07/2012	12,964.21 65,108.03
			Check Total:	78,072.24
			Report Total:	92,153.26

**CITY OF TEHACHAPI
TREASURER'S REPORT
FY 2011-2012**

MONTH END BANK STATEMENT BALANCE

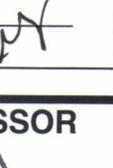
<u>BANK ACCOUNTS</u>	<u>Institution</u>	<u>Acct#</u>	<u>9/30/2011</u>	<u>10/31/2011</u>	<u>11/30/2011</u>	<u>12/31/2011</u>	<u>1/31/2012</u>	<u>2/29/2012</u>
General Checking	Bank of the Sierra	21002-06457	833,002.83	786,350.75	584,995.13	2,016,409.39	479,322.68	720,911.13
Water Deposit Trust	Bank of the Sierra	21002-08503	96,371.88	90,921.88	94,081.88	96,501.88	91,260.00	91,070.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,483.80	87,493.28	87,502.76	87,509.44	87,515.27	87,521.10
AD 89-3	Bank of the Sierra	21002-81054	1,489.36	1,489.36	46,762.75	37,226.11	32,378.96	4,379.72
RDA Checking	Bank of the Sierra	21002-18650	22,077.76	22,078.50	22,079.24	22,079.41	22,079.41	22,079.41
Payroll	Bank of the West	709-031215	50,363.65	50,342.65	50,333.65	50,324.65	50,101.75	49,955.44
AFLAC Flex Spending	Bank of the West	709-039747	13,854.93	14,210.63	14,921.32	14,124.73	14,144.86	12,068.99
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	88,150.46	117,112.01	149,832.64	28,609.50	56,608.43	82,870.21
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	106,148.99	106,148.99	106,148.99	106,148.99	106,330.57	106,330.57
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	184,759.38	0.00	0.00	0.00	0.00
CFD 90-1	Union Bank	67170669300-308	20,583.81	20,583.81	20,583.81	20,583.81	171,927.16	171,927.52
RDA 2007	Bank of New York	870951/52/53/54	615,401.65	615,401.65	1,002,336.65	615,401.65	615,401.65	615,401.65
RDA 2005	Bank of New York	870711-16	596,929.87	596,929.87	957,505.53	577,854.28	577,854.28	577,854.28
LAIF	State of California	98-15-914	11,213,764.06	10,824,888.17	12,524,888.17	12,224,888.17	13,535,751.23	12,585,751.23
Total Funds in Banks			13,745,623.05	13,518,710.93	15,661,972.52	15,897,662.01	15,840,676.25	15,128,121.25
INVESTMENTS								
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	6,872.24	452,118.08	531.12	516,208.39	516,208.39	517,286.88
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	538,000.00	538,000.00	538,000.00	538,000.00	538,000.00	538,000.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	510,000.00	510,000.00	510,000.00	0.00	0.00	0.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	1,166,936.35	735,936.35	735,936.35	735,936.35	735,936.35	735,936.35
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	1870586	1,021,250.00	1,021,250.00	1,031,875.00	1,031,875.00	1,031,875.00	1,031,875.00
* Loaned to Wtr/Swr to pay-off COP2000			1,238,006.00	1,238,006.00	1,238,006.00	1,108,498.66	1,108,498.66	1,108,498.66
Total Investments			4,481,064.59	4,495,310.43	4,054,348.47	3,930,518.40	3,930,518.40	3,931,596.89
TOTAL PORTFOLIO			18,226,687.64	18,014,021.36	19,716,320.99	19,828,180.41	19,771,194.65	19,059,718.14



BOARD REPORTS

AGENDA SECTION: FINANCE DIRECTOR

MEETING DATE: MARCH 19, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: BOARD OF DIRECTORS OF THE TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MARCH 15, 2012

SUBJECT: AMENDED DRAFT INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE

BACKGROUND: This agenda item addresses an outcome of the California Supreme Court's decision in *California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861), the litigation challenging AB X1 26 ("AB 26") and AB X1 27 ("AB 27"). AB 26 and AB 27, which were signed by the Governor of California on June 29, 2011, added Parts 1.8 and 1.85 to the Community Redevelopment Law.

The Supreme Court largely upheld AB 26 (which provides for the windup and dissolution of redevelopment agencies), invalidated AB 27 (which provided for an alternative voluntary redevelopment program), and held that AB 26 may be severed from AB 27 and enforced independently. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 (the dissolution provisions) arising before May 1, 2012 to take effect four months later. As a result of the Supreme Court's decision, on February 1, 2012, all redevelopment agencies were dissolved, and cities do not have the option of making remittance payments to enable the continued operation of redevelopment agencies. The City is the successor agency for the Tehachapi Redevelopment Agency (the "Successor Agency") and the board of the Successor Agency (the "Board") consists of the members of the City Council.

Pursuant to Health and Safety Code Section 34177, successor agencies are required to prepare and provide a copy of a Draft Initial Recognized Obligation Payment Schedule (ROPS) to County of Kern, State Department of Finance and State Controller's Office by March 1st, 2012. We have submitted the report required on the due date, however, the Original Draft Initial ROPS needs to be amended to reflect the following:

- The worksheet formatting was changed.
- The description "Negative Fund Bal as of 1/31/12" was amended to "Loan from LMIHF".
- The "Pass Through Payment" section was added although these payments are made by the County of Kern.

FISCAL IMPACT: Preparation of a Draft Initial Recognized Obligation Payment Schedule is in furtherance of allowing the Successor Agency to pay enforceable obligations of the former redevelopment agency.

RECOMMENDATION: Staff recommends that the Board of Directors of the Tehachapi RDA Successor Agency adopt a resolution approving the amended Draft Initial Recognized Obligation Payment Schedule.

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY APPROVING AN AMENDED DRAFT INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

RECITALS:

A. AB X1 26 and AB X1 27 were signed by the Governor of California on June 29, 2011, making certain changes to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "Redevelopment Law"), including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85").

B. The California Redevelopment Association and League of California Cities filed a lawsuit in the Supreme Court of California (*California Redevelopment Association, et al. v. Matosantos, et al.* (Case No. S194861)) alleging that AB X1 26 and AB X1 27 are unconstitutional. On December 29, 2011, the Supreme Court issued its opinion in the Matosantos case largely upholding AB X1 26, invalidating AB X1 27, and holding that AB X1 26 may be severed from AB X1 27 and enforced independently.

C. The Supreme Court generally revised the effective dates and deadlines for performance of obligations in Part 1.85 arising before May 1, 2012, to take effect four months later.

D. As a result of the Supreme Court's decision, the Tehachapi Redevelopment Agency (the "Redevelopment Agency"), a redevelopment agency in the City of Tehachapi (the "City"), created pursuant to the Redevelopment Law, was dissolved pursuant to Part 1.85 on February 1, 2012.

E. By its Resolution No. 02-12, adopted on January 10, 2012, the City Council of the City made an election to serve as the successor agency for the Redevelopment Agency under Part 1.85 (the "Successor Agency").

F. By its Resolution No. 01-12, adopted on February 6, 2012, the City Council, acting as the governing board for the Successor Agency, established rules and regulations applicable to the governance and operation of the Successor Agency, and pursuant to such resolution provided that the Successor Agency will be governed by a Board of Directors (the "Board") consisting of the members of the City Council of the City.

G. Health and Safety Code Section 34177(I), as modified by the California Supreme Court, provides that by March 1, 2012, the Successor Agency must prepare a draft initial Recognized Obligation Payment Schedule for the enforceable obligations of the former Redevelopment Agency, in accordance with the requirements of paragraph (I). The draft schedule must be reviewed and certified, as to its accuracy, by an external auditor designated at the county auditor-controller's direction pursuant to Health and Safety Code Section 34182. The certified Recognized Obligation Payment Schedule must be submitted to and approved by the oversight board. Finally, after approval by the oversight board, a copy of the approved Recognized Obligation Payment Schedule must be submitted to the county auditor-controller, the State Controller and the State Department of Finance ("DOF"), and be posted on the Successor Agency's web site. The first Recognized Obligation Payment Schedule submitted to the State Controller and the DOF will be for payments for the period of February 1, 2012 to June 30, 2012, inclusive.

H. The Draft Initial ROPS was prepared and submitted to County of Kern, State Department of Finance and State Controller's Office by March 1, 2012, however, staff has found out that amendment to the report is necessary.

I. Accordingly, the Board desires to adopt this Resolution approving the amended Draft Initial Recognized Obligation Payment Schedule.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to Health and Safety Code Section 34177.

Section 3. The Board hereby approves the amended Draft Initial Recognized Obligation Payment Schedule substantially in the form attached as Exhibit A to this Resolution and incorporated herein by reference (the "ROPS"). The Executive Director of the Successor Agency, in consultation with the Successor Agency's legal counsel, may modify the ROPS as the Executive Director or the Successor Agency's legal counsel deems necessary or advisable.

Section 4. The Board hereby designates the Finance Director as the official to whom the DOF may make requests for review in connection with the ROPS and who shall provide the DOF with the telephone number and e-mail contact information for the purpose of communicating with the DOF.

Section 5. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including

submitting the certified Recognized Obligation Payment Schedule to the oversight board for approval, and any such actions previously taken by such officers are hereby ratified and confirmed.

PASSED AND ADOPTED this 19th day of March, 2012.

AYES: DIRECTORS: _____

NOES: DIRECTORS: _____

ABSTAIN: DIRECTORS: _____

ABSENT: DIRECTORS: _____

ED GRIMES, Chairman, Board of
Directors

ATTEST:

DENISE JONES, CMC
Secretary, Board of Directors

I hereby certify that the foregoing resolution was duly and regularly adopted by the governing body for the successor agency to the Tehachapi Redevelopment Agency at a special meeting thereof held on March 19, 2012.

DENISE JONES, CMC
Secretary, Board of Directors

EXHIBIT A

**AMENDED DRAFT INITIAL
RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

DRAFT INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (Amendment 1) - FEB. 2012 THROUGH JUN. 2012: Page 1 of 3

Per AB X1 26 - Section 34177

Account	Project Name / Debt Obligation	Payee	Description	Remarks	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Funding Source *	Successor Agency					
								Feb. 2012	Mar. 2012	Apr. 2012	May. 2012	Jun. 2012	Total (Feb-Jun)
SUCCESSOR AGENCY													
SA	2005 Tax Alloc Rev Bonds-RDA	Bank of New York	Bonds issue to fund RDA projects		10,949,676.00	456,501.00	RPTTF					152,780.00	\$ 152,780.00
SA	2007 Tax Alloc Revenue Bonds	Bank of New York	Bonds issue to fund RDA projects		12,640,608.00	484,181.00	RPTTF					174,633.00	\$ 174,633.00
SB	Bond Trustee Admin Fee 2005 & 2007	Bank of New York	2007 Tax Revenue Bonds - RDA		1,280.00	2,560.00	RPTTF	1,280.00					\$ 1,280.00
SB	Annual Disclosure	Urban Futures	2005 & 2007 Tax Revenue Bonds - RDA	e	0.00	3,200.00	RPTTF		3,200.00				\$ 3,200.00
SC	Tehachapi Blvd Improve Ph IV	City of Tehachapi	Tehachapi Blvd Improvement Ph IV		0.00	52,000.00	RPTTF						\$ -
SD	Kern County Economic Dev	KEDC	Kern Economic Development		5,000.00	10,000.00	RPTTF		5,000.00				\$ 5,000.00
SD	Project Area Economic Developm	CA Assoc. for Local Econ Dev	Economic Development Support		0.00	465.00	RPTTF						\$ -
SD	Community Branding Strategy	Northstar Consulting	Communiy Development		0.00	14,000.00	RPTTF						\$ -
SD	Tehachapi Economic Developme	Tehachapi Chamber of Commerce	Local Business Promotion		0.00	2,500.00	RPTTF						\$ -
SE	RDA/SA Consulting Service	Seifel Consulting Inc.	RDA Consulting-Estimated Time & Material	e	6,546.30	7,500.00	RPTTF	1,521.08	1,500.00	1,300.00	1,300.00	925.22	\$ 6,546.30
SE	City Attorney Fee	Tom Schroeter	Legal Service-Estimated Time & Material	e	3,532.00	4,000.00	RPTTF	342.00	797.50	797.50	797.50	797.50	\$ 3,532.00
SE	RDA/Successor Agency legal Advice	Richards Watson Gershon	Legal Service-Estimated Time & Material	e	8,000.00	8,000.00	RPTTF	600.00	2,000.00	2,000.00	2,000.00	1,400.00	\$ 8,000.00
SE	Audit Service (2010/11)	City of Tehachapi	Audit Service		8,100.00	8,100.00	RPTTF	8,100.00					\$ 8,100.00
SE	Successor Agency Audit	Teaman, Ramirez & Smith	AB 1x 26 Required Audit Service	e	25,000.00	25,000.00	RPTTF				12,500.00	12,500.00	\$ 25,000.00
SJ	Loan from LMIHF	Tehachapi LMIHF	RDA expenses paid prior to receipt of revenue		181,326.24	181,326.24	RPTTF			181,326.24			\$ 181,326.24
SJ	Successor Agency Filing Fee	Kern Co. Auditor-Controller	Successor Agency Filing Fee		50.00	50.00	RPTTF	50.00					\$ 50.00
SX	Redevelopment Support & Research	CA Redevelopment Assoc.	Membership Due		0.00	1,990.00	RPTTF						\$ -
SX	Conference Call	1-800-Conf	Conference Call Service		0.00	149.29	RPTTF						\$ -
SX	Subscription	The Kiplinger Letter	Economic Information		0.00	99.00	RPTTF						\$ -
SY	Administrative Expense	City of Tehachapi	Administration of Successor Agency		209,085.64	376,778.00	RPTTF	41,817.13	41,817.13	41,817.13	41,817.13	41,817.13	\$ 209,085.65
SUMMARY													
Successor Agency:													
	Bonds Payments	SA	\$ 23,590,284.00	\$ 940,682.00	\$ -	\$ -	\$ -	\$ -	\$ 327,413.00	\$ 327,413.00			
	Bonds Related Expenses	SB	\$ 1,280.00	\$ 5,760.00	\$ 1,280.00	\$ 3,200.00	\$ -	\$ -	\$ -	\$ -	\$ 4,480.00		
	Projects	SC	\$ -	\$ 52,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	Economic Development	SD	\$ 5,000.00	\$ 26,965.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00		
	Consulting / Outside Service	SE	\$ 51,178.30	\$ 52,600.00	\$ 10,563.08	\$ 4,297.50	\$ 4,097.50	\$ 16,597.50	\$ 15,622.72	\$ 51,178.30			
	Loan	SJ	\$ 181,326.24	\$ 181,326.24	\$ -	\$ -	\$ 181,326.24	\$ -	\$ -	\$ 181,326.24			
	Other Expenses	SX	\$ 50.00	\$ 2,288.29	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ 50.00			
	Administration Expenses	SY	\$ 209,085.64	\$ 376,778.00	\$ 41,817.13	\$ 41,817.13	\$ 41,817.13	\$ 41,817.13	\$ 41,817.13	\$ 209,085.65			
	Total from Page 3	Z	\$ 23,451,850.00	\$ 538,079.00	\$ 14,671.32	\$ 33,237.97	\$ 33,237.97	\$ 166,189.85	\$ 99,713.91	\$ 347,051.02			
	Total - Successor Agency		\$ 47,490,054.18	\$ 2,176,478.53	\$ 68,381.53	\$ 87,552.60	\$ 260,478.84	\$ 224,604.48	\$ 484,566.76	\$ 1,125,584.21			
Low and Moderate Income Housing - From Page 2													
	Bonds Payments	HA	\$ 5,897,571.25	\$ 235,170.25	\$ -	\$ -	\$ -	\$ -	\$ 81,853.25	\$ 81,853.25			
	Bonds Related Expenses	HB	\$ 1,120.00	\$ 1,440.00	\$ 320.00	\$ 800.00	\$ -	\$ -	\$ -	\$ 1,120.00			
	Consulting / Outside Service	HE	\$ 4,400.00	\$ 4,400.00	\$ 1,100.00	\$ 1,200.00	\$ 1,700.00	\$ 200.00	\$ 200.00	\$ 4,400.00			
	Other Expenses	HX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
	Administration Expenses	HY	\$ 43,088.68	\$ 87,997.00	\$ 8,617.74	\$ 8,617.74	\$ 8,617.74	\$ 8,617.74	\$ 8,617.74	\$ 43,088.68			
	Total - Low & Mod Income Housing		\$ 5,946,179.93	\$ 329,007.25	\$ 10,037.74	\$ 10,617.74	\$ 10,317.74	\$ 8,817.74	\$ 90,670.97	\$ 130,461.93			
	GRAND TOTAL		\$ 53,436,234.11	\$ 2,505,485.78	\$ 78,419.27	\$ 98,170.34	\$ 270,796.58	\$ 233,422.22	\$ 575,237.73	\$ 1,256,046.14			

Remarks: e: Estimated Amount
 ec: Estimated Amount. The Payments are made by the County of Kern.
 SA-Z, HA-HY : Grouping of Expenses

Acronyms: LMIHF: Tehachapi Redevelopment Low and Moderate Income Housing Fund
 RPTTF: The Redevelopment Property Tax Trust Fund

DRAFT INITIAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (Amendment 1) - FEB. 2012 THROUGH JUN. 2012: Page 2 of 3

Per AB X1 26 - Section 34177

Account	Project Name / Debt Obligation	Payee	Description	Remarks	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Funding Source *	Successor Agency						
								Feb. 2012	Mar. 2012	Apr. 2012	May. 2012	Jun. 2012	Total (Feb-Jun)	
								LOW & MODERATE INCOME HOUSING						
HA	2005 Tax Alloc Rev Bonds-Housing	Bank of New York	Bonds issue to fund LMI Housing projects		2,737,419.25	114,125.00	RPTTF						38,195.00	\$ 38,195.00
HA	2007 Tax Alloc Rev Bonds-Housing	Bank of New York	Bonds issue to fund LMI Housing projects		3,160,152.00	121,045.25	RPTTF						43,658.25	\$ 43,658.25
HB	Bond Trustee Admin Fee 2005 & 2007	Bank of New York	2007 Tax Revenue Bonds - LMIH		320.00	640.00	RPTTF	320.00						\$ 320.00
HB	Annual Disclosure	Urban Futures	2005 & 2007 Tax Revenue Bonds - LMIH	e	800.00	800.00	RPTTF		800.00					\$ 800.00
HE	RDA/SA Consulting Service	Seifel Consulting Inc.	Consulting-Estimated Time & Material	e	500.00	500.00	RPTTF			500.00				\$ 500.00
HE	City Attorney Fee	Tom Schroeter	Legal Service-Estimated Time & Material	e	1,000.00	1,000.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	\$ 1,000.00
HE	RDA/Successor Agency legal Advice	Richards Watson Gershon	Legal Service-Estimated Time & Material	e	2,000.00	2,000.00	RPTTF		1,000.00	1,000.00				\$ 2,000.00
HE	Audit Service (2010/11)	City of Tehachapi	Audit Service		900.00	900.00	RPTTF	900.00						\$ 900.00
HY	Administrative Expense	City of Tehachapi	Administration		43,088.68	87,997.00	RPTTF	8,617.74	8,617.74	8,617.74	8,617.74	8,617.74	8,617.72	\$ 43,088.68
Low and Moderate Income Housing:														
	Bonds Payments	HA			\$ 5,897,571.25	\$ 235,170.25		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 81,853.25	\$ 81,853.25
	Bonds Related Expenses	HB			\$ 1,120.00	\$ 1,440.00		\$ 320.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 1,120.00
	Consulting / Outside Service	HE			\$ 4,400.00	\$ 4,400.00		\$ 1,100.00	\$ 1,200.00	\$ 1,700.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 4,400.00
	Other Expenses	HX			\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Administration Expenses	HY			\$ 43,088.68	\$ 87,997.00		\$ 8,617.74	\$ 8,617.74	\$ 8,617.74	\$ 8,617.74	\$ 8,617.74	\$ 8,617.72	\$ 43,088.68
Total - Low & Mod Income Housing					\$ 5,946,179.93	\$ 329,007.25		\$ 10,037.74	\$ 10,617.74	\$ 10,317.74	\$ 8,817.74	\$ 90,670.97	\$ 130,461.93	

Remarks: e: Estimated Amount
 ec: Estimated Amount. The Payments are made by the County of Kern.
 A ~ I : Grouping of Expenses

Acronyms: LMIHF: Tehachapi Redevelopment Low and Moderate Income Housing Fund
 RPTTF: The Redevelopment Property Tax Trust Fund



COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: MARCH 19, 2012

APPROVED
DIRECTOR: 
AIRPORT MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: MARCH 14, 2012

SUBJECT: NEW NONCOMMERCIAL HANGAR GROUND LEASE (18W)

Background:

RUSSELL LANGWELLS 15 YEAR GROUND LEASE AGREEMENT FOR HANGAR 18W TERMINATED DECEMBER 31, 2011. HE IS CURRENTLY PAYING MONTH TO MONTH. MR. LANGWELL IS REQUESTING A NEW STANDARD GROUND LEASE FOR HANGAR 18W

Fiscal Impact:

\$113.90/MONTH TO \$79.70/MONTH

Recommendation:

APPROVE THE NEW GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND HANGAR 18W OWNER, RUSSELL LANGWELL

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) 18W

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this **19th** day of **March, 2012**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Russell Langwell**, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on **March 19th, 2012**, and terminating on **March 19th, 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 **\$79.70** per month payable in advance on the first day of each month commencing **April 1st, 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 sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

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

25. RIGHT OF INGRESS AND EGRESS:

LESSEE shall have the reasonable right-of-way over property owned and

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

26. BANKRUPTCY:

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

27. WAIVER OF BREACH:

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

28. **BREACH:**

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

(b) In the event of a breach by LESSOR of any term, condition, or agreement

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

29. **NEGATION OF PARTNERSHIP:**

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

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

Each provision of this Lease performable by LESSEE shall be deemed both a covenant and a condition.

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **Russell Langwell**
1725 Hausna Rd.
Arroyo Grande, CA 93420

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

38. **BINDING:**

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and

year first above written.

LESSOR:

LESSEE:

CITY OF TEHACHAPI

By: _____
ED GRIMES

By: _____
Russell Langwell

Mayor of the City of Tehachapi, California

EXHIBIT A





COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: MARCH 19, 2012

APPROVED

DEPARTMENT HEAD: TC

CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: MARCH 14, 2012

SUBJECT: NEW TIE-DOWN RENTAL AGREEMENT (SPACE B2)

Background:

MR. BRIAN TAYLOR IS REQUESTING A NEW TIE-DOWN RENTAL AGREEMENT AT TEHACHAPI MUNICIPAL AIRPORT

Fiscal Impact:

\$58.80/MONTH

Recommendation:

APPROVE THE TIE-DOWN REQUEST BETWEEN THE CITY OF TEHACHAPI AND BRIAN TAYLOR

TIEDOWN RENTAL AGREEMENT

(Tehachapi Airport)

THIS AGREEMENT, made this 19th day of **March 2012**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "CITY", and, **Brian Taylor** 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 **March 19th, 2012**, 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 **April 1st, 2012**, 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: **N3942F**
Manufacturer: **Cessna**
Model: **172**

Name & Address of Registered Owner(s): **Brian Taylor**
1705 Alta Vista Rd.
Bullhead City, AZ 86442

Home Telephone of Registered Owner(s): **(661) 992-2854**

Name & Address of TENANT'S Aircraft Insurer: **SEE ATTACHED**

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: Brian Taylor
1705 Alta Vista Rd.
Bullhead City, AZ 86442

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:

CITY OF TEHACHAPI

BY: _____
Mayor Grimes of the City of Tehachapi

BY: _____

TIEDOWN SPACE # **B2**

FALCON

INSURANCE

AVIATION INSURANCE SPECIALISTS
CA LIC #0B10746

Aircraft Insurance Quotation

Offered by QBE
Effective: TBD

Brian Taylor
Bullhead City, AZ

Subject of Insurance:	Value:	Seats:
1958 Cessna 172, N3942F	\$25,000.	4

Hull: All Risk Hull coverage subject to deductibles of \$0 Not in Motion and \$0 In Motion.

Liability: \$ 1,000,000 Combined Single Limit of Bodily Injury and Property Damage including Passenger Liability limited to \$100,000 per passenger.

Medical: \$5,000 Per Person including crew.

Purpose of Use: Pleasure and Business

Named Pilot(s): Brian Taylor; *who must operate the aircraft with a CFI who shall specifically approved each flight by the student pilot prior to take-off*

Any pilots not named must meet the following requirements:

Private or Better with a minimum of 300 Total Time, including not less than 10 hours in make & model.
All student pilots must operate the aircraft under the supervision of a CFI who shall specifically approved each flight by the student pilot prior to take-off.

Total Annual Premium: **\$721.00**

If you would like us to bind this coverage, please do the following:

1. Sign this letter and either fax or mail it back to us.
2. Enclose a payment for the total annual premium and mail it today.

If you have any questions, please do not hesitate to contact our office, thank you.

Agreed & Accepted:

Insured's Signature

Date

Falcon Insurance Agency of CA, Inc

Date

P.O. BOX 1000, UPLAND, CALIFORNIA 91785
2009 PORTERFIELD WAY, SUITE R, UPLAND, CALIFORNIA 91786
800-624-8856 909-949-4993 FAX: 909-949-2088