

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, May 21, 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

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, MAY 21, 2012 - 6:00 P.M. - PG. 2**

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 16-12
Tehachapi City Council Unassigned Ord. No. 12-01-709
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 06-12
Tehachapi Public Financing Authority Unassigned Res. No. 01-12

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on May 7, 2012 - **APPROVE AND FILE**
- *4. Main Street Tehachapi has submitted a special use application for the Chili Cook-off event to be held on June 16, 2012, starting at 11:00 a.m. and ending at 5:00 p.m. They have requested the closure for F Street from Curry Street to Robinson Street and the closure of Green Street from Tehachapi Boulevard to E Street from 7:00 a.m. – 7:00 p.m. – **APPROVE THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**
- *5. A Taxi Permit Application and the associated filing fees were received on May 14, 2012, from the owner of 24hrs Cab Taxi Service, Francisco Pineda. Tehachapi Municipal Code 5.28 requires the City Council to fix a time and date of a public hearing not less than ten and not more than thirty days after the application is received - **DIRECT THE CITY CLERK TO NOTIFY THE APPLICANT BY MAIL OF THE HEARING DATE AND POST THE NOTICE IN TWO LOCATIONS (CITY HALL DISPLAY WINDOW AND IN THE TEHACHAPI NEWS) FOR THE CITY COUNCIL MEETING TO BE HELD ON JUNE 18, 2012**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for May 3, 2012 – May 10, 2012 – **AUTHORIZE PAYMENTS**

POLICE CHIEF REPORTS

7. Since 2002, the City of Tehachapi has had an agreement with the County of Kern to provide animal control services within the City of Tehachapi. The current annual cost for services is \$26,000.00, which has not changed since the original agreement was signed. Representatives from the County recently met with City staff to discuss services provided to the City, provide documentation of County costs to provide services, and to give notice of a cost increase to \$35,000.00 per year, effective August 18, 2012 – **AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF KERN FOR ANIMAL CONTROL SERVICES WITHIN THE CITY OF TEHACHAPI, SUBJECT TO CITY ATTORNEY AND CITY MANAGER APPROVAL**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
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MONDAY, MAY 21, 2012 - 6:00 P.M. - PG. 3**

CAPITAL PROJECTS MANAGER REPORTS

- *8. The City of Tehachapi entered into a contract with ANM Construction and Engineering, for the Airfield Pavement Maintenance Project. Following a walk-through by City Staff, it has been determined that all contract items have been completed. **APPROVE THE NOTICE OF COMPLETION FOR THE AIRFIELD PAVEMENT MAINTENACNE PROJECT AND DIRECT STAFF TO RECORD SAME**

- *9. City Staff have begun the bidding process for the construction of a pump station at the sump on Applewood Drive, which serves Tract 6216. As part of this effort, the City's contracted engineering firm, AECOM, will be handling day-to-day contract administration and construction management for the project – **APPROVE THE AMENDMENT TO THE AGREEMENT WITH AECOM ENGINEERING AND ASSOCIATED ADDENDUM**

MAYOR APPOINTMENTS

- 10. Appoint one alternate member to LAFCO

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

- 1. Approval of closed session minutes of May 7, 2012.

ADJOURNMENT

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

Monday, May 7, 2012 – 6:00 P.M.

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

ACTION TAKEN

CALL TO ORDER

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

ROLL CALL

Roll call by City Clerk Denise Jones.

Present: Mayor Grimes, Mayor Pro-Tem Smith, Councilmembers,
Wiggins and Vachon

Absent: Councilmember Nixon

INVOCATION

By Wes Clare of St. Jude's In The Mountains

PLEDGE TO THE FLAG

Led by Mayor Grimes

CONSENT AGENDA

Approved consent agenda.

Approved Consent Agenda
Sm/Wi Motion Carried
Ab: Ni

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Brandon Guthrie, Tehachapi Performing Arts Center Foundation, spoke about partnership between City and local artists.

- b. Wes Clare invited everyone to attend the Boy Scout annual Flag Day will be held on June 14, 2012, at 5:30 pm and Coy Burnett Field.
2. Mayor Grimes and Council received presentation from Leon Thomas and declared the City of Tehachapi a Purple Heart City and announced that the City of Tehachapi will pay for their signs.
4. Mayor Grimes presented a Certificate of Appreciation for Geoffrey Braslow and Jay Sussell.
3. Mayor Grimes presented a proclamation for Building Safety Month.

Sm/Va Motion Carried
Ab: Ni

Councilmember Kim Nixon took her seat at the dais at 6:16 pm.

CITY CLERK REPORTS

- *5. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on April 16, 2012 - **APPROVED AND FILED.**
7. The Tehachapi City Council will appoint one member to the City of Tehachapi Airport Commission to fill the vacancies created by Commissioner David Bushman's resignation on April 2, 2012. This appointment will complete his term which expires on June 30, 2015. The City Clerk's office received applications from two qualified applicants, Austin Kalb and William Francis – **EACH APPLICANT WAS PRESENT, INTRODUCED THEMSELVES AND ANSWERED ANY QUESTIONS FROM COUNCIL.**

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

Approved & Filed
Sm/Wi Motion Carried
Ab: Ni

MAYOR GRIMES OPENED NOMINATIONS.

COUNCILMEMBER WIGGINS NOMINATED WILLIAM FRANCIS.

MAYOR GRIMES CLOSED NOMINATIONS.

MAYOR GRIMES, COUNCILMEMBERS SMITH, WIGGINS, NIXON AND VACHON VOTED FOR WILLIAM FRANCIS

WILLIAM FRANCIS WAS DECLARED TEHACHAPI AIRPORT COMMISSIONER, TERM EXPIRING JUNE 30, 2015.

ACTION TAKEN

- | | |
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| <p>*8. A Taxi Permit Application and the associated filing fees were received on April 9, 2012, from the owner of Tehachapi Non-Medical Transportation and Delivery Services, Esmael Yazdanipour. Tehachapi Municipal Code 5.28 requires the City Council to fix a time and date of a public hearing not less than ten and not more than thirty days after the application is received - DIRECTED THE CITY CLERK TO NOTIFY THE APPLICANT BY MAIL OF THE HEARING DATE AND POST THE NOTICE IN TWO LOCATIONS (CITY HALL DISPLAY WINDOW AND IN THE TEHACHAPI NEWS) FOR THE CITY COUNCIL MEETING TO BE HELD ON JUNE 4, 2012.</p> | <p>Directed The City Clerk To Notify The Applicant By Mail Of The Hearing Date & Post The Notice In Two Locations (City Hall Display Window And In The Tehachapi News) For The City Council Meeting To Be Held On June 4, 2012
Sm/Wi Motion Carried
Ab: Ni</p> |
| <p>*9. The American Legion requests using city streets for a Memorial Day Parade on May 28, 2012. The proposed route would begin at the Moose Lodge on F Street and Curry Street, continue down F Street to Davis Street, turn south on Davis Street and east on E Street and end at Central Park (Marx Park) – APPROVED AMERICAN LEGION'S MEMORIAL DAY PARADE APPLICATION AND STREET CLOSURES, SUBJECT TO CITY CONDITION.</p> | <p>Approved American Legion's Memorial Day Parade Application And Street Closures, Subject To City Condition
Sm/Wi Motion Carried
Ab: Ni</p> |
| <p><u>FINANCE DIRECTOR REPORTS</u></p> | |
| <p>*10. Disbursements, bills, and claims for April 12, 2012 through May 1, 2012 –AUTHORIZED PAYMENTS.</p> | <p>Authorized Payments
Sm/Wi Motion Carried
Ab: Ni</p> |
| <p>*11. City of Tehachapi Treasurer's Report through March 2012 – RECEIVED REPORT.</p> | <p>Received Report
Sm/Wi Motion Carried
Ab: Ni</p> |
| <p>*12. In order for the City to join the investment pool with Central San Joaquin Valley Risk Management Authority (RMA), the current policy needs to be amended – ADOPTED RESOLUTION NO. 11-12 ADOPTING AN INVESTMENT POLICY AND REPEALING RESOLUTION NO. 05-12.</p> | <p>Adopted Res. No. 11-12 Adopting An Investment Policy & Repealing Res. No. 05-12
Sm/Wi Motion Carried
Ab: Ni</p> |
| <p>13. Mid-Year budget review – FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; COUNCILMEMBER SMITH COMMENTED ON THE HEALTH OF THE CITY'S GENERAL FUND; APPROVED 2011/2012 MID-YEAR BUDGET ADJUSTMENTS.</p> | <p>Approved 2011/2012 Mid-Year Budget Adjustments
Ni/Sm Ayes All</p> |
| <p>*14. The ACWA Health Benefits Authority has initiated a process to transition its operations and health benefits program into the ACWA/Joint Powers Insurance Authority (ACWA/JPIA). This move would allow the two organizations to combine resources, reduce overall costs and improve operations – APPROVED MEMBERSHIP IN THE ACWA/JPIA AND ADOPTED RESOLUTION NO. 12-12</p> | <p>Approved Membership In The ACWA/JPIA & Adopted Res. No. 12-12
Sm/Wi Motion Carried
Ab: Ni</p> |

ACTION TAKEN

CAPITAL PROJECTS REPORTS

15. The City successfully reached a settlement with Bond Safeguard for the completion of Tract 6216. Funds from this settlement will be used to complete deficiencies associated with the development's public infrastructure. Staff is prepared to bid and construct the deficient public improvements - **CAPITAL PROJECTS MANAGER CHRIS KIRK GAVE REPORT; COUNCILMEMBER SMITH ASKED ABOUT TEMPORARY STORM WATER CONTROL; COUNCILMEMBER WIGGINS THANKED STAFF FOR IMPROVEMENTS; AUTHORIZED STAFF TO ADVERTISE, AND RECEIVE BIDS, FOR THE CONSTRUCTION OF NECESSARY IMPROVEMENTS IN TRACT 6216, INCLUDING STREETS, STORM WATER CONTROL AND PUBLIC LANDSCAPING**

Authorized Staff To Advertise, & Receive Bids, For The Construction Of Necessary Improvements In Tract 6216, Including Streets, Storm Water Control & Public Landscaping
Sm/Wi Ayes All

CITY MANAGER REPORTS

*16. This annual action by the City Council initiates the process and declares the City's intention to levy assessments within the Landscaping and Lighting District No. 1. This action also sets the time and place for the public hearing on this issue. The total annual maintenance and administration costs to the District are \$259,234.32. Annual District costs are funded through the assessments placed on the property tax bills – **TOOK THE FOLLOWING ACTIONS: (A) ADOPTED RESOLUTION NO 13-12 INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2012/2013; (B) ADOPTED RESOLUTION NO. 14-12 PRELIMINARILY APPROVING THE ENGINEER'S REPORT; AND (C) ADOPTED RESOLUTION NO. 15-12 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 18, 2012 AT 6:00 P.M.**

Took The Following Actions:
(A) Adopted Res. No 13-12 Initiating Procedures For Levy & Collection Of Assessments For The Fiscal Year 2012/2013; (B) Adopted Res. No. 14-12 Preliminarily Approving The Engineer's Report; & (C) Adopted Res. No. 15-12 Declaring The City's Intention To Levy & Collect Assessments, Which Sets The Time & Place Of The Public Hearing For Monday, June 18, 2012 At 6:00 P.M
Sm/Wi Motion Carried
Ab: Ni

17. The Tehachapi Rodeo Grounds have been in existence for more than 40 years. For the past several years, most maintenance and improvements at the site have been performed on a volunteer basis by the Tehachapi Mountain Rodeo Association (TMRA). Based upon the current site conditions, both City staff and the TMRA believe that the rodeo grounds are an underused City resource with only two or three major events per year. Research done by staff and the TMRA indicates that with appropriate upgrades to the facility, it would be used many times a year – **CITY MANAGER GREG GARRETT GAVE REPORT; DAL BUNN, CHARLES WHITE AND TOM GLASGOW SPOKE REGARDING THE BENEFITS OF THIS PARTNERSHIP; COUNCILMEMBER NIXON STATED THAT THE TMRA ARE GOOD CUSTODIANS OF PROPERTY AND BELIEVES THE IS A WIN/WIN SITUATION FOR ENTIRE**

Authorized The Mayor To Sign A 20 Year Lease Agreement With The TMRA For Operation Of The Tehachapi Event Center & Rodeo Grounds, Subject To City Attorney & City Manager Approval, & Authorize The Expenditure Of \$500,000 Over The Next Two Years For Appropriate Capital Improvements
Sm/Ni Ayes All

COMMUNITY; COUNCILMEMBER WIGGINS COMMENTED ON OUR YOUTH BEING INVOLVED IN THE RODEO; COUNCILMEMBER SMITH THINKS THIS IS AN EXCELLENT USE OF PUBLIC PROPERTY AND ABOUT KERN COG FUNDING; STAN BECKHAM, CITY RESIDENT, ASKED ABOUT ACCESS TO AREA; ERIC HANSEN, AIRPORT COMMISSION CHAIRMAN PRAISED STAFF FOR THEIR WORK ON THIS PROJECT AND ASKED THAT THESE TYPES OF MATTERS BE ROUTED THROUGH THE AIRPORT COMMISSION FIRST; CARL GEHRICKE, MOUNTAIN FESTIVAL CHAIRMAN, GAVE A HISTORY OF CERTAIN EVENTS THAT PERTAIN TO THE RODEO; JEFF NOWSH SPOKE IN FAVOR OF PARTNERSHIP; DEL BUNN SPOKE ABOUT TMRA'S FINANCIAL STATUS; BRANDON GUTHRIE STATED THIS IS AN GREAT EXAMPLE OF CITY'S PARTNERSHIPS AND ASKED ABOUT PROJECTED NUMBER OF EVENTS; AUTHORIZED THE MAYOR TO SIGN A 20 YEAR LEASE AGREEMENT WITH THE TEHACHAPI MOUNTAIN RODEO ASSOCIATION FOR OPERATION OF THE TEHACHAPI EVENT CENTER AND RODEO GROUNDS, SUBJECT TO CITY ATTORNEY AND CITY MANAGER APPROVAL, AND AUTHORIZE THE EXPENDITURE OF \$500,000 OVER THE NEXT TWO YEARS FOR APPROPRIATE CAPITAL IMPROVEMENTS

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

Gave Report

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Mayor Grimes congratulated Tehachapi High School on their sports achievements.

CLOSED SESSION

1. Conference with legal counsel regarding potential claim from the Broome Family Trust per Government Code Section 54956.9(b)

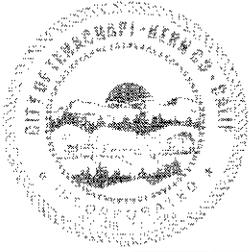
ADJOURNMENT

The City Council/Boards adjourned at 7:52 pm 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, May 21, 2012, at 6:00p.m.

ACTION TAKEN

<p>Approved this 21st day Of May, 2012.</p> <hr/> <p>ED GRIMES Mayor, City of Tehachapi</p>	
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DENISE JONES, CMC
City Clerk, City of Tehachapi



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: May 21, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: May 16, 2012

SUBJECT: CHILI COOKOFF SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION

Laura Jenkins, Main Street Tehachapi

EVENT DESCRIPTION

The Chili Cookoff will be held on Saturday June 16, 2012 from 7 am – 7 pm on Green Street and F Street and is open to the public. The event will include a chili cooking contest, car show, kiddie booths and vendors.

APPLICANT REQUESTS

- Closure of Green Street from Tehachapi Blvd to E Street.
- Closure of F Street from Curry Street to Robinson Street.
- Road closure advisory signs up on June 15th.

STAFF CONDITIONS

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

Police Department: As the alcohol license applicant, Main Street is responsible for:

1. ID checks to prevent serving to minors.
2. Monitoring service to prevent over serving of alcohol.
3. Making sure that no one takes alcohol out of the venue.

Building Inspection: See attached.

RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THE CHILI COOKOFF SUBJECT TO CITY CONDITIONS.

Conditions of Approval for Proposed
Open-Air Special Events

1. All exit pathways to the public way (streets) to be a minimum of 48 inches wide, Fire Department requires a 20 foot access aisle (see K.C. Fire for location),
(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



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 Chili Cookoff

Event Location Green Street

Event Date(s) June 16th, 2012 Event Time(s) 7:00-7:00pm

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

*Closure of Green St. from Tehachapi Blvd to E St.
Closure of F St. from Curry to Robinson*

For this event I will need signs on Tehachapi Blvd, right by Gallery n Gifts and Cross Roads reminding the public of the event. I will need Green Street completely closed from 7-7pm to insure the safety of the public and also for the participants that day.

and F St.

Road Closure signs up the night before if possible

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? Downtown Main Street

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? Main Street is responsible for obtaining the permit.

Event Name Chili Cookoff Event Date(s) June 16th ,2012

Please Describe How The Following Will Be Accomplished:

Street Barricades Green Street
Traffic Control Crossing Guard
Crowd Control Volunteers from the police department
Utility Services: Water, Sewer, Electric Provided by the City
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. Main Street will obtain the 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

Aura Jenkins

Date

1/17/12

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;

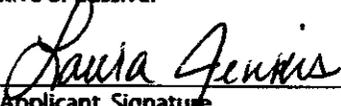
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(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

Chili Cookoff

Date

6/16/12

Department

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Comments

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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. Commerces & Water Streets Baltimore, MD 21202	(410) 685-4825	CONTACT NAME	FAX (AG. Not)
		PHONE (AG. Not. Ext):	
		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.

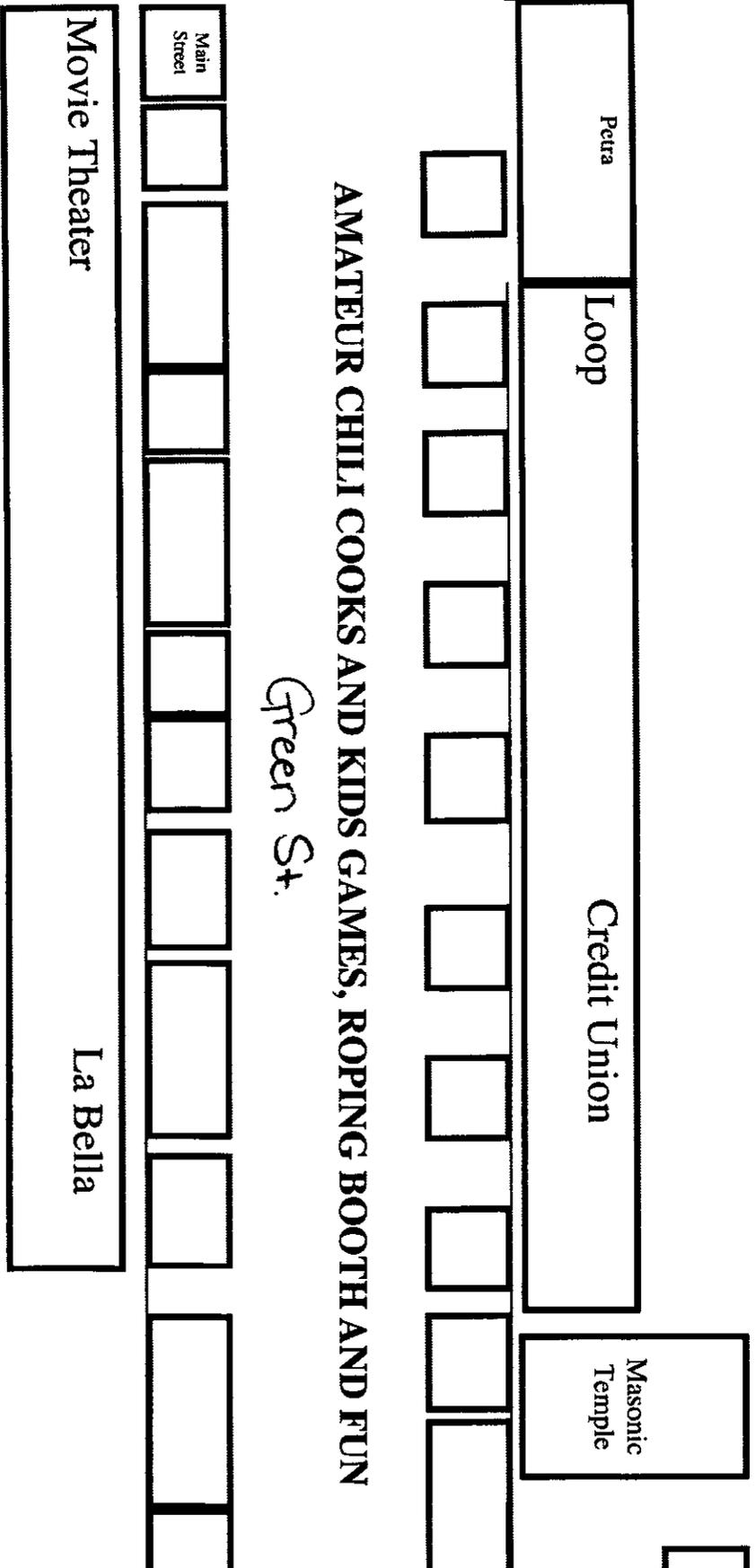
INSTR. LTD.	TYPE OF INSURANCE	ADDITIONAL INSTR. WORD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	X	4030616888	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 - COMPOP 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 WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	M/A			WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <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, Chili Cook Off, and Memorial Day Parade.

CERTIFICATE HOLDER City of Tehachapi 115 South Robinson Tehachapi, CA 93561-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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F Street



Movie Theater

La Bella

Main Street

Tehachapi Blvd

Gas Station

Common Ground

Las Palmas

Beekay Theatre

Centennial Plaza

St I

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9 Red
- 10
- 11
- 12
- 13

- 35
- 34
- 33
- 32
- 31
- 30
- 29
- 28
- 27
- 26
- 26a
- 25b
- 25
- 24
- 23
- 22
- 21

VARIOUS VENDORS AND FOOD BOOTHS

Green St.

Com-puter Store

Beer Booth

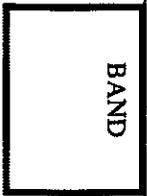


Main St



F

F Street CAR SHOW



Old Bank



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: MAY 21, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DENISE JONES, CITY CLERK

DATE: MAY 14, 2012

SUBJECT: TAXI APPLICATION SUBMITTED BY 24 HRS CAB TAXI SERVICE

BACKGROUND

Francisco Pineda, owner of 24 hrs Cab Tax Service, submitted a completed Taxi Permit Application, all required documentation and filing fees for said permit on May 14, 2012. Tehachapi Municipal Code Chapter 5.28 has been provided for your use. The City Council shall fix a time for the hearing and determine notification requirements as set forth in §5.28.040 as follows:

Upon receipt of an application, the City Council shall fix a time for hearing thereof, not less than ten not more than thirty days thereafter, and the City Clerk shall give notice to the applicant by mail of the time so set at least five days before the hearing date, and shall, if so directed by the City Council, cause notice of such hearing to be given by posting or publication, or both, for a time and in a manner as directed by the Council.

FISCAL IMPACT

None

OPTIONS

- Set a Public Hearing for June 18, 2012
- Do not set a Public Hearing

RECOMMENDATION

DIRECT THE CITY CLERK TO NOTIFY THE APPLICANT BY MAIL OF THE HEARING DATE AND POST THE NOTICE IN TWO LOCATIONS (CITY HALL DISPLAY WINDOW AND IN THE TEHACHAPI NEWS) FOR THE CITY COUNCIL MEETING TO BE HELD ON JUNE 18, 2012.

115 South Robinson Street
Tehachapi, CA 93561-1722
www.tehachapicityhall.com
(661) 822-2200
Fax: 822-8559



TEHACHAPI

CALIFORNIA

Live Up.

RECEIVED

MAY 14 2012

City of Tehachapi

\$50.00
Filing Fee

APPLICATION FOR TAXI PERMIT

NAME OF BUSINESS: 24 HRS CAB TAXI SERVICE PHONE: 661-809-1627

PHYSICAL ADDRESS: 1409 E 10th ST BAKERSFIELD CA 93307
CITY STATE ZIP

MAILING ADDRESS: 1409 E 10th ST BAKERSFIELD CA 93307
CITY STATE ZIP

TYPE OF ORGANIZATION: SOLE PROPRIETOR PARTNERSHIP CORPORATION

NAME AND ADDRESSES OF ALL OWNERS (Or Principal Officers if a Corporation)

Name	Home Address	Telephone
1. <u>Francisco Pineda</u>	<u>1409 E 10th St Bakersfield</u>	<u>809-1627</u>
2. _____	_____	_____

DESCRIPTION OF EACH VEHICLE:
(Trade name, motor and serial number, state license number, seating capacity & body style)

1999 PLYM VOUGER 2P4GP44ROXR432013
LP 93521A1 VAN 7 passengers.

STREET NUMBER & EXACT LOCATION OF PLACE OR PLACES WHERE APPLICANT PROPOSES TO STAND TAXICABS: (If any such place is to be in a public street, the application must be accompanied by the written consent thereto of the owner of any buildings in front of which such stand is to be located per Ordinance #260 §3)

Please include picture(s) of vehicle(s) and any distinctive color scheme, name, monogram or insignia, if any, to be used on vehicle(s).

A schedule of proposed fares must be included with application.

DATE: 5-14-12

SIGNATURE: Francisco J. Pineda



24 HRS CAB TAXI SERVICE

Bakersfield City



WE DO LONG TRIPS

215/65/R16 44PSI

BAKERSFIELD CA

\$3.00 INTIAL DROP

\$2.75 PER MILE

.25 CENTS EACH ADDITIONAL 1/11 MILE

\$27.00 PER HOUR WAITING TIME

MINIMUM CHARGES WILL APPLY

TO FARES IN OUTLYING AREA

\$1.50 MINIMUM CHARGES FOR

HAND LING MORE THAN THREE PARCELS

(661)401-0030

24 HRS CAB TAXI SERVICE



<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.	
42798436	PW/repair kit for ca2460		04/25/2012	26.84
42715665	PW/acetylene		04/20/2012	122.87
			Check Total:	149.71
Check No: 0	Check Date: ?	Vendor: 0035	BC Laboratories, Inc.	
B120875 1	Wtr/sampels/Curry Well/Fig/Hickory		04/30/2012	75.00
B120875 2	Wtr/sampels/Curry Well/Fig/Hickory		04/30/2012	24.00
			Check Total:	99.00
Check No: 0	Check Date: ?	Vendor: 0041	Benz Propane Company, Inc.	
238163235	PW/yard bottles		04/30/2012	99.57
238163236	PW/delivery lp gas		04/30/2012	260.24
			Check Total:	359.81
Check No: 0	Check Date: ?	Vendor: 0248	Klein's Fire Protection & Exti	
10787	A/recharge extinguishers/hydro test/		03/16/2012	1,986.06
			Check Total:	1,986.06
Check No: 0	Check Date: ?	Vendor: 0260	Liebert Cassidy Whitmore	
148705	GG/legal services-extra		03/31/2012	462.00
			Check Total:	462.00
Check No: 0	Check Date: ?	Vendor: 0276	Martin & Chapman Company	
2012136	Clerk/ballot designation wrksht/cand		05/01/2012	109.89
			Check Total:	109.89
Check No: 0	Check Date: ?	Vendor: 0304	Mojave Sanitation	
2014165	PW/rolloff srvc/KC recycling&gate fe		04/30/2012	584.60
			Check Total:	584.60
Check No: 0	Check Date: ?	Vendor: 0362	RSI Petroleum Products	
0251760	PW/fuel		04/24/2012	1,581.80
			Check Total:	1,581.80
Check No: 0	Check Date: ?	Vendor: 0373	Thomas F. Schroeter, Attorney @ Law	
0507122	GG/lodging/conference		05/07/2012	112.84
0507121	GG/registration/conference		05/07/2012	160.66
			Check Total:	273.50
Check No: 0	Check Date: ?	Vendor: 0399	Sparkletts	
050112 1	PW/bottled water/hot&cold cooler ren		05/01/2012	65.58
050112 2	Wtr/bottled water/hot&cold cooler re		05/01/2012	65.57
			Check Total:	131.15
Check No: 0	Check Date: ?	Vendor: 0426	Tehachapi-Cummings County Wate	
435376	Wtr/water usage/TUSD		04/30/2012	5,132.40
9846900	Wtr/water usage/Benz Sanitation		04/30/2012	385.94
2118400 043012	Wtr/service chrg/Henway		04/30/2012	4.50
37445100	Wtr/water usage/Chemtool		04/30/2012	349.92
27974500	LLD/water usage/Warrior Park		04/30/2012	631.58
16039100	LLD/water usage/Landscaping		04/30/2012	291.13
660000	LLD/water usage/Median		04/30/2012	23.15
			Check Total:	6,818.62
Check No: 0	Check Date: ?	Vendor: 0428	Tehachapi Flower Shop	
9713	GG/floral arrangement/delivery/DRick		04/20/2012	80.38

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
			Check Total:	80.38
Check No: 0	Check Date: ?	Vendor: 0429	Tehachapi Valley Healthcare	
050112	GG/lab/VMarsh		05/01/2012	151.90
			Check Total:	151.90
Check No: 0	Check Date: ?	Vendor: 0431	Tehachapi News	
12711735	GG/visitor guide		04/24/2012	1,500.00
2477515	GG/finance charge		04/30/2012	4.51
12729551	A/class display recrui		04/03/2012	102.78
12755196	A/class display recrui		04/17/2012	102.78
12755199	A/class display recrui		04/24/2012	102.78
			Check Total:	1,812.85
Check No: 0	Check Date: ?	Vendor: 0441	Vulcan Materials Company	
718626	PW/5sk pm ae		04/23/2012	703.27
723493	Sidewalk replacement/5sk pm ae		04/27/2012	626.45
			Check Total:	1,329.72
Check No: 0	Check Date: ?	Vendor: 0476	WITTS Everything for the Office	
122279-0	GG/paper/ink crt		04/27/2012	40.44
122479-0	GG/lid slm jim bottle/can		05/10/2012	41.55
122443-0	GG/data binders/apt book/pwr strip/c		05/09/2012	145.04
122255-0	GG/inkcart/calculator		04/26/2012	42.15
122321-0	CD/copyholder/inkcart		05/01/2012	38.41
			Check Total:	307.59
Check No: 0	Check Date: ?	Vendor: 0478	Zee Medical Service	
609800	GG/first aid supplies		04/24/2012	54.27
609797	PW/first aid supplies		04/24/2012	53.68
610901	PD/first aid supplies		04/24/2012	40.86
			Check Total:	148.81
Check No: 0	Check Date: ?	Vendor: 0503	Coastline Equipment	
74517	Wtr/replace wear pads&reshim		04/24/2012	1,332.60
			Check Total:	1,332.60
Check No: 0	Check Date: ?	Vendor: 0524	Scotts Auto Body Inc.	
14073	PD/parts/labor/refinish/paint matere		05/04/2012	868.72
			Check Total:	868.72
Check No: 0	Check Date: ?	Vendor: 0543	BSE Rents	
551874	Improvement Misc-CityHall/wel-uw 035		04/25/2012	8.11
			Check Total:	8.11
Check No: 0	Check Date: ?	Vendor: 0832	ACWA Health Benefits Authority	
060120124	Life/AD&D		06/01/2012	1,040.73
060120121	Medical		06/01/2012	61,424.69
060120122	Dental		06/01/2012	7,219.50
060120123	Vision		06/01/2012	861.91
			Check Total:	70,546.83
Check No: 0	Check Date: ?	Vendor: 1032	Jack Davenport Sweeping Services, I	
90630	Strts/broom sweeping service		04/30/2012	8,640.00
			Check Total:	8,640.00
Check No: 0	Check Date: ?	Vendor: 1055	Mercury Graphics	
4157	GG/business cards		05/07/2012	655.24
4153 1	Rfs/door hangers		04/25/2012	30.02

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
4153 2	Wtr/door hangers		04/25/2012	75.08
4153 3	Swr/door hangers		04/25/2012	45.05
Check Total:				805.39
Check No: 0	Check Date: ?	Vendor: 1061	USDA Rural Development	
050412 2	Wtr/loan #01/principal		05/04/2012	3,100.00
050412 1	Wtr/loan #01/interest		05/04/2012	3,530.25
050412 4	Swr/loan #03/principal		05/04/2012	1,700.00
050412 3	Swr/loan #03/interest		05/04/2012	1,944.00
Check Total:				10,274.25
Check No: 0	Check Date: ?	Vendor: 1286	M&M's Sports Uniforms & Embroi	
26139	GG/name badgemagnetic badge attachme		05/03/2012	36.47
26072	PD/custom made patches		04/23/2012	332.48
26074	PD/custom made patches		04/24/2012	343.20
Check Total:				712.15
Check No: 0	Check Date: ?	Vendor: 1321	Culligan Water Conditioning	
050112	PD/acd rental		05/01/2012	29.00
Check Total:				29.00
Check No: 0	Check Date: ?	Vendor: 1430	Sully & Sons Hydraulics, Inc.	
0072584	Strts/3.0 disp 4bolt 1" key/mjxmp		05/04/2012	319.86
0072425	Strts/o-ring/quad ring/misc shop sup		04/30/2012	451.06
Check Total:				770.92
Check No: 0	Check Date: ?	Vendor: 1505	Benz Construction Services	
2012184	PW/toilet service/rental		05/01/2012	55.00
Check Total:				55.00
Check No: 0	Check Date: ?	Vendor: 1718	IIMC	
050212	Clerk/annual membership/DJones		05/02/2012	135.00
Check Total:				135.00
Check No: 0	Check Date: ?	Vendor: 1947	Tehachapi Lawn and Garden	
050312	Strts/sand spreader/repair		05/03/2012	142.86
Check Total:				142.86
Check No: 0	Check Date: ?	Vendor: 1981	Duke's Root Control, Inc.	
8187	Swr/8" pipe sewer root control		04/26/2012	16,319.76
Check Total:				16,319.76
Check No: 0	Check Date: ?	Vendor: 2111	Swift Napa Auto Parts	
737907	PW/circuit		04/18/2012	51.46
Check Total:				51.46
Check No: 0	Check Date: ?	Vendor: 2147	Coffee Break Service, Inc.	
176552	GG/coffee/supplies		05/09/2012	97.15
MAY3213	GG/rental water cooler		05/08/2012	26.95
Check Total:				124.10
Check No: 0	Check Date: ?	Vendor: 2459	CSG International	
78839 1	GG/clean up day		04/29/2012	39.45
78720	GG/inserts/laser fee		04/29/2012	105.00
78839 5	Rfs/postage		04/29/2012	189.58
78839 2	Rfs/printing		04/29/2012	101.85
78839 6	Wtr/postage		04/29/2012	473.97
78839 3	Wtr/printing		04/29/2012	254.63
78839 7	Swr/postage		04/29/2012	284.38

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
78839 4	Swr/printing		04/29/2012	152.78
			Check Total:	1,601.64
Check No: 0	Check Date: ?	Vendor: 2536	Tehachapi Car Club	
050312	PD/donation for trophy		05/03/2012	200.00
			Check Total:	200.00
Check No: 0	Check Date: ?	Vendor: 2636	High Desert Wireless Broadband	
19120	IT/April 2012 monthly consulting fee		05/01/2012	2,000.00
			Check Total:	2,000.00
Check No: 0	Check Date: ?	Vendor: 2748	RCS Investigations & Consultin	
1892	PD/background investigation/app		04/27/2012	1,250.00
			Check Total:	1,250.00
Check No: 0	Check Date: ?	Vendor: 2843	ACCAP	
050812	ACCAP dues-FY 2012-13		05/08/2012	1,300.00
			Check Total:	1,300.00
Check No: 0	Check Date: ?	Vendor: 2874	Department of Justice, Account	
907915	GG/fingerpring apps/VMarsh		05/05/2012	32.00
			Check Total:	32.00
Check No: 0	Check Date: ?	Vendor: 2892	Mountain Maintenance Group, In	
4381 1	GG/cleaning/115 S Robinson st		05/10/2012	720.00
4384 1	GG/cleaning windows/115 S Robinson s		05/10/2012	285.00
4381 2	PD/cleaning/129 E F st		05/10/2012	900.00
4384 2	PD/cleaning windows/129 E F st		05/10/2012	75.00
4383	Depot/cleaning/101 W Teh blv		05/10/2012	750.00
4382	A/cleaning/314 N Hayes		05/10/2012	150.00
			Check Total:	2,880.00
Check No: 0	Check Date: ?	Vendor: 2902	Sim Sanitation, Inc	
23147	A/monthly standard & handicap unit r		04/23/2012	82.00
			Check Total:	82.00
Check No: 0	Check Date: ?	Vendor: 2989	My Fleet Center.com	
123911	GG/signature service/08 Ford Escape		04/10/2012	75.91
			Check Total:	75.91
Check No: 0	Check Date: ?	Vendor: 3045	Precision Supply	
33380	PW/stainless steel coating		04/27/2012	267.86
			Check Total:	267.86
Check No: 0	Check Date: ?	Vendor: 3051	Tehachapi Transmissions, Inc.	
3281	PD/alternator assembly		04/24/2012	352.49
3321	PD/alternator		05/04/2012	509.50
3315	PD/oil filter/motor oil		05/02/2012	43.20
3282	PD/air filter		04/24/2012	19.00
3280	PD/aly light/map light		04/24/2012	45.00
			Check Total:	969.19
Check No: 0	Check Date: ?	Vendor: 3066	AECOM Technical Services, Inc.	
37231176	GG/environmental analyst		04/25/2012	160.00
37231623A 1	GG/UP depot flue design		04/23/2012	2,186.17
37231623A 2	GG/status updates		04/23/2012	462.50
37231623A 3	GG/Broome cost estimating		04/23/2012	185.00
37231623E 2	GG/atlas map alterations&printing		04/23/2012	512.00
37230627	Strts/Teh blv rehab prjct		04/23/2012	982.37

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
37230309	Dwntwn beautification Ph II		04/23/2012	882.71
37230619	HSIP Valley shoulder prjct		04/23/2012	2,396.33
37217079 2	Teh blv Ph IV		04/23/2012	1,565.86
37230568	TR 6126 bid packages		04/23/2012	11,265.26
37231623A 4	Teh Event Center&Rodeo grounds		04/23/2012	185.00
37231623D 2	Wtr/TCCWD Westside water sales		04/23/2012	832.50
37231623E 1	Swr/WW assistance		04/23/2012	274.00
37231623D 1	Swr/utility assistance		04/23/2012	185.00
37230327	New Treatment Plant/WWTP upgrade prj		04/23/2012	31,088.00
Check Total:				53,162.70
Check No: 0 8565	Check Date: ? A/removed damaged & install new 6' f	Vendor: 3129	Bear Mountain Fence Co. 04/17/2012	1,840.00
Check Total:				1,840.00
Check No: 0 606077801001	Check Date: ? PD/printer ink	Vendor: 3217	Office Depot 04/20/2012	478.76
Check Total:				478.76
Check No: 0 1304297 304222 1304180	Check Date: ? Strts/channelizer/butly pad/signs Strts/custom alum signs Strts/custom signs/u bracket/brace	Vendor: 3294	Lewis Barricade 05/10/2012 05/02/2012 04/26/2012	862.30 48.26 163.82
Check Total:				1,074.38
Check No: 0 AMC-701	Check Date: ? Swr/technical service annual fee 201	Vendor: 3373	Green Energy Maintenance Corpo 05/01/2012	1,000.00
Check Total:				1,000.00
Check No: 0 17887	Check Date: ? General Plan/attendance at Planning	Vendor: 3424	Impact Sciences 04/30/2012	13,560.21
Check Total:				13,560.21
Check No: 0 1353	Check Date: ? GG/qtrtr page display ad	Vendor: 3437	Tehachapi Lifestyle Magazine 05/01/2012	1,300.00
Check Total:				1,300.00
Check No: 0 2012-002-3	Check Date: ? City wide bike maste plan	Vendor: 3461	Alta Planning & Design, Inc. 05/03/2012	2,633.75
Check Total:				2,633.75
Check No: 0 CI1219623	Check Date: ? GG/stainless steel band 40" lngth	Vendor: 3478	Carrot-Top Industries, Inc. 05/02/2012	213.13
Check Total:				213.13
Check No: 0 574298	Check Date: ? PW/ribbed angle inserts-fits	Vendor: 3481	Youngs 04/30/2012	134.69
Check Total:				134.69
Report Total:				213,259.76

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35793 73933	Check Date: 05/03/2012 A/100 Octane wholesale	Vendor: 2113	Fuel Controls, Inc. 04/18/2012	22,801.67
Check Total:				22,801.67
Check No: 35794 04242012-1	Check Date: 05/03/2012 GGV200 W Tehachapi Blvd	Vendor: 0372	Southern California Edison 04/24/2012	42.60
0425121	GG/1125 Capital Hills		04/25/2012	20.52
0425122	GG/109 E Teh blv		04/25/2012	36.14
0425123	GG/111 W I st		04/25/2012	44.96
0427124	Strts/Teh blv W/O Green		04/27/2012	14.53
0427125	Strts/103 Teh blv		04/27/2012	72.88
0427126	Strts/101 E Teh blv #B		04/27/2012	145.24
0427127	Strts/110 S Mill st		04/27/2012	119.66
0425128	Strts/209 1/2 E Teh blv		04/25/2012	20.52
0425129	Strts/333 1/2 E Teh blv		04/25/2012	132.73
04271210	Strts/Curry /D st		04/27/2012	15.05
04261212	TSignal/801 Mountain View		04/26/2012	43.28
04271211	Wtr/358 E D st		04/27/2012	1,101.56
04261213	Swr/880 Enterprise		04/26/2012	1,147.76
04261214	Swr/800 Enterprise		04/26/2012	3,916.19
04242012	LLD\329 1/2 D St		04/24/2012	79.64
Check Total:				6,953.26
Check No: 35795 019717	Check Date: 05/03/2012 GG/breakroom trash can	Vendor: 2940	U.S. Bank Corporate Payment Sy 04/06/2012	42.89
71778	GG/60x84 champa 2	Acct. No. 3366 D. James	04/16/2012	36.44
12045188004 1	GG/photo posters/front office/confer	Acct. No. 1007 C. Kirk	04/19/2012	51.85
12045188004 2	GG/photo posters/front office/confer	Acct. No. 1007 C. Kirk	04/19/2012	21.07
000004 041812	GG/meals/plan meeting		04/18/2012	40.70
289	GG/chips/cookies	Acct. No. 1007 C. Kirk	04/17/2012	8.98
69	GG/party platter	Acct. No. 1007 C. Kirk	04/17/2012	30.00
011697	GG/meals/mtng/Airstreams		03/26/2012	100.00
000006	GG/meals/mtng/interview		03/27/2012	32.24
032112	GG/meals	Acct. No. 2516 T. Glasgow	03/21/2012	64.16
060612 2	GG/registration/FAA conference/GG	Acct. No. 2516 T. Glasgow	06/06/2012	450.00
1310	GG/shirts/ICSC		04/22/2012	65.77
8452851	GG/shirts	Acct. No. 1007 C. Kirk	03/27/2012	111.84
000127176	GG/live up flag	Acct. No. 3790 D. Wahlstrom	03/26/2012	389.95
10049	GG/USA flag w/brackets/strap/pole		04/28/2012	54.30
34095	GG/tee shirts/clean-up day	Acct. No. 9309 J. Curry	04/17/2012	908.85
49542	GG/safety vests/clean-up day	Acct. No. 9309 J. Curry	04/17/2012	176.37
130	GG/tables to hold room tv		04/05/2012	120.91
084276	GG/tv for community dev. booth		04/05/2012	361.91
041412	GGradio license application	Acct. No. 0161 J. Kermode	04/14/2012	900.00
041712	Finance/reimbursement/app/pd by HC	Acct. No. 3341 H. Chung	07/14/2012	0.99
035511	Finance/meal/Successor agency-KC vi	Acct. No. 3341 H. Chung	03/28/2012	31.53
9081	PW/alum/discs	Acct. No. 3790 D. Wahlstrom	04/19/2012	1,229.79
SI1039863	CD/composition cover/clear covers	Acct. No. 3366 D. James	04/03/2012	109.82
221	CD/lodging/CALED	Acct. No. 3366 D. James	03/20/2012	213.06
00000019	CD/meals/meeting/annexation	Acct. No. 3366 D. James	03/26/2012	45.24
04172012	CD/CEQA statute & guidelines book	Acct. No. 3366 D. James	04/17/2012	25.00
040312	CD/AWEA member conference	Acct. No. 3366 D. James	04/03/2012	955.00
7273	CD/50w banner light	Acct. No. 3366 D. James	04/04/2012	210.09
213 A	PD/lodging	Acct. No. 0161 J. Kermode	04/11/2012	1,900.32
03625486	PD/award/engraving	Acct. No. 0161 J. Kermode	04/02/2012	231.10
03568918	PD/custom dedal/bronze awards	Acct. No. 0161 J. Kermode	05/01/2012	1,339.26
31494497 1	PD/awards	Acct. No. 0161 J. Kermode	04/13/2012	5.50
03635365	PD/awards	Acct. No. 0161 J. Kermode	04/12/2012	177.00
8788	Council/shirts/Shopping Center confe	Acct. No. 3275 E. Grimes	04/06/2012	156.52
360000	Strts/paint	Acct. No. 3790 D. Wahlstrom	04/04/2012	192.78

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
11110688	Strts/main conveyor/spinner disk	Acct. No. 3790 D. Wahlstrom	04/12/2012	933.20
A00445/12	Improvement-Misc/blinkerstop solar	Acct. No. 3790 D. Wahlstrom	04/16/2012	3,646.50
343890	Wtr/WDS course package/DARTzer	Acct. No. 9309 J. Curry	03/27/2012	111.55
34444	Wtr/WTP01 course package/RMonje	Acct. No. 9309 J. Curry	04/05/2012	111.55
800789	Wtr/auto thermostat	Acct. No. 9309 J. Curry	04/05/2012	25.73
134556	Wtr/signature service/06 GMC truck	Acct. No. 9309 J. Curry	04/12/2012	40.91
069711	Wtr/deluxe wash	Acct. No. 9309 J. Curry	04/18/2012	8.00
604378793	A/printer toner	Acct. No. 2516 T. Glasgow	04/04/2012	527.62
060612 1	A/registration/FAA conference/TGlasgow	Acct. No. 2516 T. Glasgow	06/06/2012	450.00
338312092 3	A/frangible coupling	Acct. No. 2516 T. Glasgow	03/01/2012	31.27
338312092 2	A/1" emt extension/edge light	Acct. No. 2516 T. Glasgow	03/01/2012	301.87
032729	A/cleaning supplies	Acct. No. 2516 T. Glasgow	04/05/2012	132.64
Check Total:				17,112.07

<u>Check No:</u>	<u>Check Date:</u>	<u>Vendor:</u>	<u>Invoice Date</u>	<u>Check Amount</u>
35796	05/03/2012	3011	Verizon Wireless	
1076237312 1			04/18/2012	15.01
1077117844 2			04/20/2012	15.01
1076237312 2			04/18/2012	15.01
1077117844 1			04/20/2012	15.01
Check Total:				60.04
Report Total:				46,927.04

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check No: 35797 043012	Check Date: 05/07/2012 GG/City participation-chili cook-off	Vendor: 1071	Main Street Tehachapi, Inc. 04/04/2012	15.00
			Check Total:	15.00
Check No: 35798 2012-9815914-02GG/State mandated cost consulting se	Check Date: 05/07/2012	Vendor: 3280	Nichols Consulting 03/20/2012	800.00
			Check Total:	800.00
			Report Total:	815.00

<u>Invoice No</u>	<u>Description</u>	<u>Reference</u>	<u>Invoice Date</u>	<u>Check Amount</u>
Check Total:				17,324.81
Check No: 35876	Check Date: 05/10/2012	Vendor: 0433	Tehachapi Recycling, Inc.	
4032012	Recycling contract		05/07/2012	13,950.28
Check Total:				13,950.28
Check No: 35877	Check Date: 05/10/2012	Vendor: 0434	Tehachapi Sanitation	
4012012	Kern County gate fees		05/07/2012	12,981.96
4022012	Refuse contract		05/07/2012	65,478.60
Check Total:				78,460.56
Report Total:				110,576.37



COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER

MEETING DATE: MAY 21st, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: MAY 14, 2012

SUBJECT: AMENDMENT TO AGREEMENT WITH KERN COUNTY ANIMAL CONTROL

BACKGROUND

As Council may be aware, since 2002, the City of Tehachapi has had an agreement with the County of Kern to provide animal control services within the City of Tehachapi. The current annual cost for services is \$26,000.00, which has not changed since the original agreement was signed.

Representatives from the County recently met with City staff to discuss the County's service to the City, provide documentation of the County's costs for providing the service, and to give the City notice of a cost increase to \$35,000 per year, effective August 18, 2012. As part of the proposed amendment to the agreement, the County has agreed to provide quarterly reports on the service provided within the City. This activity reporting was not included in the original agreement.

FISCAL IMPACT

The amendment will result in a \$9,000 annual increase in cost beginning in the 2012-2013 fiscal year. The Increased cost will be factored into the new fiscal year budget.

OPTIONS

- Authorize the Mayor to sign the amendment to the agreement with the County of Kern for animal control services within the City of Tehachapi, subject to City Attorney and City Manager approval.
- Do not approve the proposed amendment to the agreement.

RECOMMENDATION

- **AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT TO THE AGREEMENT WITH THE COUNTY OF KERN FOR ANIMAL CONTROL SERVICES WITHIN THE CITY OF TEHACHAPI, SUBJECT TO CITY ATTORNEY AND CITY MANAGER APPROVAL.**

Attachments: Attachment 1 – Original Animal Control Agreement, dated January 15, 2002
Attachment 2 – Proposed Amendment to Animal Control Agreement

**JOINT POWERS AGREEMENT
FOR
ANIMAL CONTROL SERVICES DIVISION
(County - City of Tehachapi)**

THIS AGREEMENT is made and entered into this 15th day of Jan., 2002, by and between the County of Kern, (hereinafter "COUNTY"), AND the City of Tehachapi, a California municipal corporation (hereinafter "CITY").

W I T N E S S E T H

WHEREAS, pursuant to Government Code Section 6500, two or more public agencies by agreement may jointly exercise any power common to the contracting parties; and

WHEREAS, COUNTY and CITY desire to enter into an Agreement concerning the performance of animal control services,

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto mutually agree as follows:

1. **TERM.**

The term of this Agreement shall commence on July 1, 2001, and may be terminated upon one hundred twenty (120) day written notice by either party.

2. **SERVICES.**

A description of services to be provided is contained in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION.**

- a. For services provided by the COUNTY to the CITY, as described in Exhibit "A", the CITY will reimburse the COUNTY in the amount of TWENTY-SIX THOUSAND DOLLARS (\$26,000) per year.
- b. COUNTY shall retain all fees collected from the sale of licenses for animals residing in the CITY.
- c. COUNTY shall retain all fees collected as a result of the adoption of animals received from the CITY.
- d. COUNTY shall submit invoices to the CITY on a quarterly basis within 30 days following the end of each quarter.

- e. COUNTY shall review the annual compensation every two (2) years and provide written notification to the CITY of any proposed increase. Written notification shall be made one hundred twenty (120) days prior to the effective date of increase.

4. ADMINISTRATION.

- a. COUNTY shall keep accurate, full and complete records of all animals impounded by or for the CITY.
- b. Such records shall include the type of animal, date and location of capture, name and address of owner surrendering animal, rabies vaccination information, license number and date of expiration, duration of impoundment, date and method of disposition, fee collected and any such information as mutually agreed by the City Manager and the Kern County Director of Environmental Health.
- c. Records shall be retained by the COUNTY and submitted to CITY upon request.
- d. Spay and Neuter deposits required by State Law and County Ordinance shall be separately designated for reimbursement to animal owners and/or veterinarians for services rendered.
- e. Rabies vaccination deposits required by State Law and County Ordinance shall be separately designated for reimbursement to animal owners and/or veterinarians for services rendered.

5. LICENSING.

- a. CITY shall adopt, as part of CITY regulations, the license fees as described in Kern County Ordinance Chapter 7.04, adopted by the Kern County Board of Supervisors and amended from time to time.
- b. Upon CITY'S adoption of license fees, COUNTY shall supply, sell, collect and maintain license tags and records for animals residing within the incorporated area of the CITY.

6. INDEMNIFICATION.

- a. COUNTY shall defend, indemnify, protect and hold harmless the CITY, its officers, councilmembers, agents and employees, from and against any and all claims, demands, damages, or liabilities, cost or expense for any damages caused by any willful or negligent act, or omission to act, by COUNTY, its officers, agents or employees in connection with the performance of this Agreement.
- b. CITY shall defend, indemnify, protect and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages or liabilities, cost or expense for any damages caused by any willful or negligent act, or omission to act, by CITY, its officers, agents or employees in connection with the performance of the Agreement.

7. INCORPORATION OF PRIOR AGREEMENTS.

- a. This Agreement supersedes and nullifies any and all prior Agreements concerning animal control services between CITY and COUNTY.
- b. This Agreement may be modified in writing only, signed by the parties hereto.

8. NOTICES.

All notices herein provided to be given, or which may be given, shall be deemed to have been given when made in writing and deposited in the United States mail, registered or certified, postage prepaid and address as follows:

To the COUNTY: COUNTY OF KERN
Attn: Clerk of the Board
1115 Truxtun Avenue
Bakersfield, California 93301

KERN COUNTY ENVIRONMENTAL HEALTH
Director of Environmental Health Services Department
2700 "M" Street, Suite 300
Bakersfield, California 93301

To the CITY: CITY OF TEHACHAPI
City Manager
115 South Robinson Street
Tehachapi, California 93561

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

COUNTY OF KERN

By Steve A. Perry
Chairman, Board of Supervisors

CITY OF TEHACHAPI

By Philip A. Smith
Mayor

APPROVED AS TO CONTENT:
Director of Environmental Health Services

By [Signature]

APPROVED AS TO FORM:
City Attorney

By [Signature]

APPROVED AS TO FORM:
Office of County Counsel

By Stzh D. Silvers

Exhibit "A"

Description of Services

1. COUNTY shall provide patrol of the incorporated area of the CITY. Patrol activities shall include impoundment of stray or abandoned animals and animals in violation of leash laws. County shall patrol the incorporated area no less than three (3) hours five (5) days per week (an average of 15 hours per week).
2. COUNTY shall provide shelter for animals impounded within the incorporated area of the CITY at COUNTY shelter in accordance with all applicable laws of the State of California.
3. COUNTY shall collect and receive all fees, fines and penalties associated with the redemption of CITY animals impounded at COUNTY shelter.
4. COUNTY shall supply, sell and maintain license tags and records of animals residing within the incorporated area of the CITY.
5. CITY and COUNTY shall promote vaccination and licensing of dogs through cooperative efforts.
6. COUNTY shall provide response to complaints and emergency response services for the purposes of animal control within the CITY.
7. COUNTY shall provide upon request, Operation Fix It vouchers to City residents to promote spaying/neutering of dogs and cats.

**AMENDMENT NO. 1 TO JOINT POWERS AGREEMENT NO. 067-2002
FOR ANIMAL CONTROL SERVICES DIVISION
(County of Kern – City of Tehachapi)**

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2012, by and between the COUNTY OF KERN, a political subdivision of the State of California ("State"), as represented by the Public Health Services Department Animal Control Division ("County"), with its principal location at 201 South Mount Vernon Avenue, Bakersfield, California 93307-2848 and the City of Tehachapi ("City"), a California municipal corporation, with its principal place of business located at 115 South Robinson Street, Tehachapi, California 93561-1722.

WITNESSETH:

WHEREAS:

- (a) On January 15, 2002, County and City entered into Agreement No. 067-2002 ("the Agreement") wherein the County agreed to provide certain animal control services to City; and
- (b) County has the qualifications, experience, and resources to perform such services; and
- (c) The Agreement commenced on July 1, 2001 and continues until terminated by the parties; and
- (d) Pursuant to the terms of the Agreement, City pays County TWENTY-SIX THOUSAND DOLLARS (\$26,000) annually for such animal control services; and
- (e) County and City wish to amend the Agreement to increase the maximum compensation payable from City to County beginning August 18, 2012.

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

- 1. Section 3.a.of the Agreement shall be amended to read as follows:
 - 3. **Compensation.**
 - "a. Beginning August 18, 2012, for services provided by the County to the City, as described in Exhibit "A", the City will reimburse the County in the amount of THIRTY-FIVE THOUSAND DOLLARS (\$35,000) per year."
- 2. Section 4. of the Agreement shall be amended to include subsection f. as follows:
 - "f. County shall provide City with a quarterly report within thirty (30) days following the end of each quarter that shall identify the number of calls for service within in the City limits, the number of animals impounded within City limits, and the number of hours spent by County patrolling City limits."
- 3. Except as herein provided, all other terms, conditions, and covenants of the Agreement shall remain in full force and effect and shall be binding upon County and City.

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

COUNTY OF KERN

Date: _____

By _____
Chairman, Board of Supervisors

"County"

APPROVED AS TO CONTENT:
Public Health Services Department

Date: _____

By _____
Matthew Constantine, Director

APPROVED AS TO FORM:
Office of the County Counsel

Date: _____

By _____
Deputy

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF TEHACHAPI

Date: _____

By _____
Ed Grimes, Mayor

APPROVED AS TO FORM:
City Attorney

Date: _____

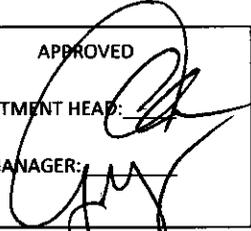
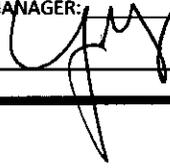
By _____
"City"



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 21, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, DIRECTOR OF GENERAL SERVICES

DATE: May 16, 2012

SUBJECT: NOTICE OF COMPLETION – AIRFIELD PAVEMENT MAINTENANCE

BACKGROUND:

As the Council will recall, the City of Tehachapi entered into a contract with ANM Construction and Engineering, for the Airfield Pavement Maintenance Project. Following a walk-through by City Staff, and completion of all “punch list” items by the contractor, it has been determined that all contract items have been completed. At this time, a Notice of Completion must be filed in order to close the contract.

RECOMMENDATION:

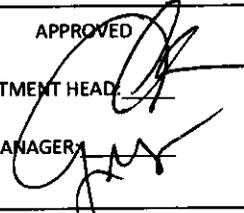
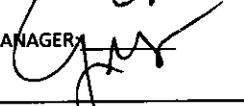
APPROVE THE NOTICE OF COMPLETION FOR THE AIRFIELD PAVEMENT MAINTENANCE PROJECT AND DIRECT STAFF TO RECORD SAME



COUNCIL REPORTS

AGENDA SECTION: CAPITAL PROJECT REPORTS

MEETING DATE: MAY 21, 2012

APPROVED	
DEPARTMENT HEAD	
CITY MANAGER	

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, DIRECTOR OF GENERAL SERVICES

DATE: MAY 16, 2012

SUBJECT: TRACT 6216 PUMP STATION – CONSTRUCTION MANAGEMENT

BACKGROUND:

As the Council is aware, City Staff have begun the bidding process for the construction of a pump station at the sump on Applewood Drive, which serves Tract 6216. As part of this effort, the City's contracted engineering firm, AECOM, will be handling the day-to-day contract administration and construction management for the project.

In an effort to clearly define the scope of services requested from AECOM, a scope of work and budget has been prepared. This is not unlike the City's typical budget approval process but includes additional contractual provisions associated with this project that need to be amended into our existing agreement. The amendment and associated addendum to the contract are attached to this staff report.

FISCAL IMPACT:

There is no impact to the General Fund. All construction administration costs for the project will be funded with proceeds from the settlement with Bond Safeguard.

RECOMMENDATION:

APPROVE THE AMENDMENT TO THE AGREEMENT WITH AECOM ENGINEERING AND THE ASSOCIATED ADDENDUM

**AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

THIS AMENDMENT TO AGREEMENT made this ____ day of _____, 2012, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City") and AECOM TECHNICAL SERVICES, INC., a California Corporation (the "Engineer"),

WITNESSETH:

WHEREAS, City entered into that certain agreement entitled "Engineering Services Agreement" dated March 21, 2005 (and amendments thereto) with BOYLE ENGINEERING CORP (the "Agreement"), which, by merger, became AECOM USA, INC., a New York Corporation (the "Company"), which Company thereafter assigned the Agreement to AECOM TECHNICAL SERVICES, INC., a California Corporation, the "Engineer" herein; and

WHEREAS, the parties wish to amend the Agreement as hereinafter provided.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise specifically described herein.
3. The parties hereby replace Paragraph 9 of the Agreement with the following:

"9. Information, data, plans and specification, Engineer's estimates, and all other documents prepared by Engineer or consultant's or subcontractor's of Engineer for Engineer's services provided under this Agreement for City or on behalf of City shall belong to City and all rights, including, without limitation, all copyright rights and interests in same, shall be the property of City. Engineer agrees to retain and maintain the foregoing for City in its offices in Bakersfield, California at no additional cost to City. Engineer agrees to release all such files and documents as instructed by City from time-to-time and all such files and documents shall be the property of and belong to City. In performing its services hereunder,

Engineer may rely on the accuracy and completeness of all information, records, or other documents provided by City which are necessary or convenient for Engineer's performance of its services hereunder and Engineer shall have no liability for same to the extent that they are incomplete or inaccurate."

4. Except as amended herein, the Agreement and each of its terms and conditions shall remain in full force and effect. In the event of any inconsistency or ambiguity between this Amendment and the Agreement, the terms of this Amendment shall prevail.

5. This Amendment may be executed in counterparts.

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

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

AECOM TECHNICAL SERVICES,
INC., a California Corporation,
"**Engineer**"

By: _____
BEN P. HORN, Managing Engineer

**ADDENDUM TO
ENGINEERING SERVICES AGREEMENT**

THIS ADDENDUM made this ____ day of _____, 2012, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City") and AECOM TECHNICAL SERVICES, INC., a California Corporation (the "Engineer"),

WITNESSETH:

WHEREAS, City and Engineer entered into an agreement whereby Engineer would provide engineering services to the City (the "Agreement"); and

WHEREAS, City wishes for Engineer to provide services relating to Subdivision Tracts 6216 and 6507 (the "Project") and City and Engineer wish to set forth the scope of the Project services.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise specifically described herein.
3. The parties hereby agree that the scope of services for the Project shall be as described in Addendum Exhibit "A" attached hereto and by this reference made a part hereof.
4. Except as amended herein, the Agreement and each of its terms and conditions shall remain in full force and effect. In the event of any inconsistency or ambiguity between this Addendum and the Agreement, the terms of this Addendum shall prevail.
5. This Addendum may be executed in counterparts.

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

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

AECOM TECHNICAL SERVICES,
INC., a California Corporation,
"**Engineer**"

By: _____
BEN P. HORN, Managing Engineer

ADDENDUM ATTACHMENT "A"

SCOPE OF SERVICES FOR TRACT 6216/6507 CONSTRUCTION ADMINISTRATION City of Tehachapi

Summary

AECOM will provide construction administration and on-site observation services for construction of improvements to Tracts 6216 and 6507 for the City of Tehachapi. These improvements consist of two bid packages and construction contracts:

- Tract 6507 Storm Water Pump Station
- Tract 6216 Construction & Landscaping

Deliverables

The following deliverables will be provided for each of the three contracts administered by AECOM:

1. Notice of Award and Notice To Proceed letters
2. Meeting agendas and meetings
3. Response to requests for information
4. Submittal review response sheets
5. Progress pay estimates
6. Contract change orders
7. Construction observation daily reports
8. Materials testing reports

Detailed task Description

Task 1 – Tract 6507 Storm Water Pump Station Bid & Award – AECOM will perform the following construction engineering and administration services. The items identified in the budget breakdown coincide with the tasks shown below. It is assumed this work will take 2 months to complete.

- a. Advertise Project
- b. Plan & Specification Set Production (issued for bid)
- c. Responding to bidder's questions / RFI's (assume 4 required)
- d. Issuing addendums (assume 1 required)
- e. Conduct bid opening at the offices of AECOM in Bakersfield.
- f. Compile bid tabulation based on results of all bids.

- g. Review the Contractor's bonds, insurance and other required documents to confirm compliance with the Plans and Specifications.
- h. Write memo of recommendation to City.
- i. Plan & Specification Set Production (issued for construction)

Task 2 – Tract 6507 Storm Water Pump Station Administration – AECOM will perform the following construction engineering and administration services. The items identified in the budget breakdown coincide with the tasks shown below. It is assumed this work will take 4 months to complete.

- a. Conduct a **Preconstruction Meeting** with the Contractor to be held at City Hall
- b. Respond to **Requests for Information** (assume 4)

AECOM will coordinate with design engineers and contractor to issue necessary interpretations and clarifications of the contract documents. AECOM will prepare change orders where required.

Any work identified as extra work will require approval by City and AECOM as the Owner's Representative. The procedures to be followed will require the AECOM inspector to make a determination that the conditions encountered warrant extra work and written authorization will be sought from City. The extra work will then be monitored until the unsatisfactory condition has been mitigated and the pay quantities have been determined. The completed and verified forms will be submitted for inclusion in the following pay request.

- c. **Prepare Progress Pay Estimates** (assume 4)

AECOM staff will receive, review, and prepare contractor progress payment requests. Progress pay requests will be checked against the approved bid schedule and actual in-place quantities at the end of the reporting period. Quantities of unit price items (e.g. directed over excavation, select backfill), will be checked daily and accumulated monthly. Stored material payment requests will also be verified. The pay request format will be established by the AECOM team with City to expedite review, processing, and subsequent updating of project budgets and cost projections. A final estimate will be prepared once the project is complete and in general conformance with the Plans and Specifications.

- d. **Contract Change Orders** (assume 3)

AECOM staff will, during the normal course of the project, address changes to the contract provisions resulting in a request from the contractor to provide additional compensation in time and/or money. To aid in the management of this effort, we will perform the following expected tasks:

- 1. AECOM will prepare and keep up to date a log of known or potential contract change orders. The purpose of the log will be to organize and track potential contract changes.

2. AECOM will, from time-to-time, prepare an official change order (on a form agreed to by the City and the Contractor) for review and approval by the contractor and the City.

e. Review Shop Drawings (assume 18)

As determined by the specifications and industry practice, AECOM will review shop drawings submitted in accordance with the project specifications for general compliance with the contract documents. It is assumed that only about 1/3 of the shop drawings submitted will need multiple reviews.

f. Construction Management.

AECOM will act as project coordinator and the point of contact for communications and interaction with the contractor. AECOM will coordinate activities of the design engineers, City staff and contractor.

AECOM will provide the construction administration activities including correspondence and document control.

g. Conduct Biweekly Status Meetings (assume 6)

AECOM will coordinate bi-weekly meetings with the contractor and City staff in Tehachapi. It is anticipated that these meetings will not need to run for the entire duration of the contract but only during the period of the contract where significant work is progressing on-site.

h. Construction Survey

AECOM will subcontract through a qualified sub-consultant to perform construction survey for control points to facilitate the construction of the project. Survey provided will be limited to providing a local benchmark and basis of bearing. The contractor will be required to provide his own staking for the detail layout of the project.

i. Geotechnical Testing

AECOM will provide geotechnical testing support through BSK Inc. Typical work items include compaction testing and concrete strength testing. An anticipated budget is attached and updates regarding the status of the budget will be provided during project execution. Testing will performed in general conformance with the project specifications.

j. Project Closeout - Record Drawings

The AECOM team will monitor the contractor's efforts during the project for maintaining as-built drawings and then take receipt of the contractor's redlined drawings and a final check will then be made against AECOM's project records. The AECOM design team

will prepare the project record drawings from the contractor's redlined field drawings and our documents.

- *Punchlists*: Our goal is to reach acceptance of the facility as quickly and efficiently as possible after a contractor attains Substantial Completion. This would be accomplished by proactive observation, timely correction of all deficiencies and non-compliances, and providing preliminary punchlists to the contractor.
- *Final Inspection*: We would coordinate and assist the designer in the facility's final inspection.

After the contract is completed, the project files will be reviewed, organized, inventoried, bound, boxed, and submitted to the City.

k. Construction Observation

Observation procedures will be developed for each phase of the work. The observation procedures will include the following features:

- Checks will be made to see the contractor is using the latest design drawings and revisions thereto.
- Deviations requested by the contractor from the approved plans or specifications will not be allowed without prior written approval. Approved deviations will be recorded on the project record drawings and in the written record of the project.
- Materials will be checked upon delivery to the jobsite. Non-conforming items will be identified and segregated from acceptable items.
- Work hour restrictions, noise regulations, and other site specific regulation or restrictions will be enforced. The inspector will oversee the contractor's plan to secure the site during working hours and off-hours.
- Coordinate activities of testing laboratories, surveyors, and special inspectors. Conduct offsite inspections of materials as required. Review certificates of inspections and tests.
- Oversee quality assurance and materials testing.

AECOM will perform daily observations of construction activities. Items tracked and documented include materials delivered, deficiencies noted and corrective action, contractor/subcontractor field staffing, equipment used, materials testing, potential delays, and pertinent conversations.

A review of the contractor's construction schedule would be conducted for compliance with the Contract Documents. We would review the contractor's schedule updates to confirm that the progress is in compliance with the contract period. Problems or concerns with a schedule would be pointed out to the contractor, design team members, and the City.

Typical project reports will include:

- *Daily Reports* will be prepared by the inspector and will note contractor compliance with construction plans and specifications, manpower; equipment; description of construction activities; summary of work accomplished; materials incorporated into the work; visitors to the site; weather conditions; inspections and tests performed, and the results thereof; deficiencies requiring correction; discussions, or disagreements with the contractor; problems or events affecting the work progress; other items of interest.
- Request for Information (RFI) Log
- Documentation of field routings and other approved deviations for incorporation into the project record drawings
- Certified payroll reports review
- Punch list

Task 3 – Tract 6216 Construction & Landscaping Bid & Award – Identical services as Task 1. The contract time for this work has been estimated at 2 months.

Task 4 – Tract 6216 Construction & Landscaping Administration – Similar services as Task 2, except that the anticipated quantities of the individual work items should vary. The budget provides the anticipated differences. The contract time for this work has been estimated at 4 months.

Task Description	Personnel Hours										Budget			
	Principal Engineer	Electrical Engineer	Landscape Architect	Senior Engineer I	Associate Engineer	Design CAD	Vertical	Construction Observe	Total Hours	Labor	Non-labor	Subcontract	Total Non-Labor	Total
Tract 6507 Storm Water Pump Station Bid & Award														
Advertise Project	2								4	\$ 498	\$ 1,025		\$ 1,523	
Plan Set Production									8	\$ 602	\$ 280		\$ 882	
Responding to Questions / RFIs	4								12	\$ 1,836	\$ 92		\$ 1,928	
Address (1)	2								10	\$ 1,174	\$ 59		\$ 1,233	
Bid Opening, Bid Tabulation, Bid Review									4	\$ 362	\$ 18		\$ 380	
Project Award									2	\$ 274	\$ 14		\$ 288	
Subtotal	8	0	0	14	2	2	14	0	40	\$ 4,744	\$ 1,487	\$ -	\$ 6,233	
Tract 6507 Storm Water Pump Station Administration														
Project Kick-off - Preconstruction Meeting	4								6	\$ 782	\$ 39		\$ 821	
Requests for Information (4)									12	\$ 1,836	\$ 92		\$ 1,928	
Progress Pay Estimates (4)									16	\$ 2,192	\$ 110		\$ 2,302	
Change Orders (3)	6	12		12	36				72	\$ 5,154	\$ 258		\$ 5,412	
Shop Drawings (18)	30	12		40	20				90	\$ 13,370	\$ 669		\$ 14,039	
Construction Management	24								24	\$ 4,440	\$ 222		\$ 4,662	
Coastal Biweekly Status Meetings (6)									4	\$ 468	\$ 23		\$ 491	
Construction Survey Control									4	\$ 468	\$ 23		\$ 491	
Geotechnical Testing									4	\$ 468	\$ 23		\$ 491	
Project Closeout - Record Drawings									14	\$ 1,670	\$ 84		\$ 1,754	
Construction Observations (Estimated at 1/2 time for 10 weeks)									200	\$ 25,000	\$ 2,000		\$ 27,000	
Subtotal	76	24	0	96	70	6	0	200	472	\$ 65,856	\$ 4,643	\$ 6,000	\$ 75,899	
Tract 6216 Construction & Landscaping Bid & Award														
Advertise Project	2								4	\$ 498	\$ 1,025		\$ 1,523	
Plan Set Production									8	\$ 602	\$ 480		\$ 1,082	
Responding to Questions / RFIs	6								22	\$ 3,254	\$ 163		\$ 3,417	
Address (2)	2								18	\$ 2,076	\$ 104		\$ 2,180	
Bid Opening, Bid Tabulation, Bid Review									4	\$ 362	\$ 18		\$ 380	
Project Award									2	\$ 274	\$ 14		\$ 288	
Subtotal	10	0	0	8	20	2	16	0	58	\$ 7,064	\$ 1,803	\$ -	\$ 8,869	
Tract 6216 Construction & Landscaping Administration														
Project Kick-off - Preconstruction Meeting	8								6	\$ 782	\$ 39		\$ 821	
Requests for Information (12)									36	\$ 5,220	\$ 261		\$ 5,481	
Progress Pay Estimates (4)									16	\$ 2,192	\$ 110		\$ 2,302	
Change Orders (4)	6	16		16	48				72	\$ 5,154	\$ 258		\$ 5,412	
Shop Drawings (14)	4	16		16	8				44	\$ 6,408	\$ 324		\$ 6,732	
Construction Management	24								24	\$ 4,440	\$ 222		\$ 4,662	
Coastal Biweekly Status Meetings (6)									4	\$ 468	\$ 23		\$ 491	
Construction Survey Control									4	\$ 468	\$ 23		\$ 491	
Geotechnical Testing									4	\$ 468	\$ 23		\$ 491	
Project Closeout - Record Drawings									14	\$ 1,670	\$ 84		\$ 1,754	
Construction Observations (Estimated at 1/2 time for 10 weeks)									200	\$ 25,000	\$ 2,000		\$ 27,000	
Subtotal	4	16	8	16	24	8	10	24	46	\$ 5,918	\$ 296	\$ -	\$ 6,214	

Project Budget

Tract 6216/6507 Settlement Construction Administration

City of Tehachapi

Task Description	Personnel Hours								Budget				
	Principal Engineer	Electrical Engineer	Landscape Architect	Senior Engineer I	Associate Engineer	Design CAD	Clerical	Construction Observe	Total Hours	Labor	Non-labor	Subcontractors	Total Non-Labor
Construction Management	50			60	60				190	\$ 26,990	\$ 1,350		\$ 1,350
Conduct Biweekly Status Meetings (6)	24								24	\$ 4,440	\$ 222		\$ 222
Conduct Safety Council									8	\$ 936	\$ 47	\$ 8,000	\$ 8,047
Construction Permitting									8	\$ 936	\$ 47	\$ 12,000	\$ 12,047
Project Closeout - Record Drawings			4	4					20	\$ 2,388	\$ 119		\$ 119
Construction Observation (Estimated at 24 hrs/week for 14 weeks)							336		336	\$ 42,000	\$ 3,360		\$ 3,360
Subtotal	92	24	48	130	106	8	-	336	720	\$ 96,104	\$ 6,865	\$ 28,000	\$ 26,865
Total	186	24	56	160	180	18	30	536	1,290	\$ 173,772	\$ 13,999	\$ 26,000	\$ 39,999
													\$ 213,171