

# **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, June 4, 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, JUNE 4, 2012 - 6:00 P.M. - PG. 2**

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1. General public comments regarding matters not listed as an agenda item.
2. Presentation from Norman Andrews, Director for the Veterans Home of California—Lancaster.
3. Mayor Grimes to present a Certificate of Appreciation to Rob Overton.

**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

- \*4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on May 21, 2012 - **APPROVE AND FILE**
6. Esmaeel Yazdanipour, owner of Tehachapi Non-Medical Transportation and Delivery Services, submitted a Taxi Permit Application on April 9, 2012 and at the May 7, 2012, Council meeting the application was set for a public hearing – **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; DIRECT THE CITY CLERK TO ISSUE TAXICAB PERMIT AFTER APPLICANT HAS MET ALL CITY CONDITIONS**
- \*7. A General Municipal Election, consolidated with the Statewide General Election, will be held in the City of Tehachapi on Tuesday, November 6, 2012, for the following Officers: Two (2) members of the City Council, all with full four (4) year terms; the City Clerk; and the City Treasurer. Additionally, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within this city, the precincts, polling places, and election officers of the two elections be the same, that the county election department of the County of Kern canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election – **ADOPT A RESOLUTION CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; ADOPT A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE**
8. City Council will need to appoint one member to the City of Tehachapi Planning Commission to fill the vacancy created by Commissioner Mary Lou Vachon's resignation. The City Clerk's office did not receive any applications for this position – **EXTEND THE APPLICATION DEADLINE TO JULY 31, 2012 FOR THE TEHACHAPI PLANNING COMMISSION TERM TO EXPIRE JUNE 30, 2014**

**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, JUNE 4, 2012 - 6:00 P.M. - PG. 3**

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**FINANCE DIRECTOR REPORTS**

- \*9. Disbursements, bills, and claims for May 11, 2012 – May 22, 2012 – **AUTHORIZE PAYMENTS**
  
- \*10. In November 1979 the voter of the State of California approved Proposition 4, commonly known as “appropriations limit” or “Gann Limit”. The proposition created Article XIII B of the State Constitution, a law that requires the state and local governments to adopt an annual appropriation limit. The appropriation limit establishes a limit on the proceeds of taxes that may be appropriated for spending in a given fiscal year. The calculated appropriations limit for the City of Tehachapi for the Fiscal Year 2012-2013 is \$9,723,988.00 – **ADOPT THE RESOLUTION ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2012/13**

**ASSISTANT CITY MANAGER REPORTS**

- \*11. An agreement with the Tehachapi POPS Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival at Philip Marx Central Park. Payment for this entertainment will be in the amount of \$500.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POPS ORCHESTRA**
  
- \*12. An agreement with the Tehachapi Community Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival at Coy Burnett Stadium. Payment for this entertainment will be in the amount of \$500.00 – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI COMMUNITY ORCHESTRA**
  
- \*13. An agreement with Kiddie Amusements Inc. for entertainment at the July 4<sup>th</sup> Hotdog Festival for one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEAHCHAPI AND KIDDIE AMUSEMENTS INC.**
  
- \*14. An Agreement with Pyro Spectaculars to initiate a fireworks display at the July 4<sup>th</sup> Hotdog Festival at the Airport. The cost of the fireworks display is \$20,000.00 which includes the full service production, liability insurance and necessary permits. This is a budgeted expense – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.**

**CITY MANAGER REPORTS**

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

**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, JUNE 4, 2012 - 6:00 P.M. - PG. 4**

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**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 claim from the Broome Family Trust per Government Code Section 54956.9(c)
2. Conference with real property negotiator (City Manager) regarding price and terms of payment for purchase of property described as APN Nos. 223-500-17 through 223-500-24 per Government Code section 54956.8

**ADJOURNMENT**

**CAL VET**  
 WILLIAM J. "PETE" KNIGHT  
 VETERANS HOME OF CALIFORNIA  
 LANCASTER



## The Lancaster Veterans Home is Currently Accepting Applications for Residency!

The William J. "Pete" Knight Veterans Home of California—Lancaster is a 60-bed Residential Care Facility, also known as "assisted living." The Veterans Home opened in 2010 and is currently accepting applications for residency. The Veterans Home provides residents with individualized care within a homelike environment that contributes to self-reliance and an independent lifestyle. It offers an enhanced plan of amenities, including:

- assistance with medical and dental services
- assistance with medications
- a modern fitness center and exercise classes
- library, cable television, and wireless Internet
- restaurant dining experience—three meals plus snacks
- dietary modifications
- housekeeping and laundry services
- caring and compassionate staff, and
- variety of community outings and an enhanced activity program

The Veterans Home is located in the picturesque high-desert area of Southern California, just off the Antelope Valley Freeway, an hour's drive north from the San Fernando Valley. Lancaster and

nearby Palmdale offer recreational and educational opportunities, including the:

- Antelope Valley Fairgrounds, Aerospace Walk of Honor
- California Poppy Reserve, JetHawks Baseball Stadium
- Prime Desert Woodland Preserve
- Lancaster Center for the Performing Arts, and
- Parks, shopping centers and movie theaters

Veterans Homes of California are also located in Barstow, Chula Vista, Ventura, West Los Angeles, and Yountville. Veterans Homes are currently under construction in Fresno and Redding. Veterans considering assisted living are encouraged to apply to any of the Veterans Homes of California. Spouses are also eligible to apply with the veteran.

**For admission information, contact:**

**William J. "Pete" Knight  
 Veterans Home of California—Lancaster  
 45221 30th Street West  
 Lancaster, CA 93536  
 (661) 974-7035, ext. 6**

# 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 21, 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 Pro-Tem Smith at 6:00 p.m.

#### ROLL CALL

Roll call by Deputy City Clerk Ashley Whitmore.

Present: Mayor Pro-Tem Smith, Councilmembers Nixon and Vachon.

Absent: Mayor Grimes and Councilmember Wiggins.

#### INVOCATION

By Marvin Slifer of Mt. Bible Church

#### PLEDGE TO THE FLAG

Led by Mayor Pro-Tem Smith

#### CONSENT AGENDA

Approved consent agenda

#### AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
  - a. Brandon Guthrie, City resident, commented on the importance of planning for future events with projections for financial return.
  - b. Shelly Kitzmiller, County resident, spoke in regards to the need for the City to look towards taking on animal control services.

Approved Consent Agenda  
Ni/Va Motion Carried  
Ab: Gr/Wi

**ACTION TAKEN**

c. Debbie Szydowski, City business owner, asked about the status of the City flag program.

**CITY CLERK REPORTS**

\*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**

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

\*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 - **APPROVED AND FILED.**

Approved & Filed  
Ni/Va Motion Carried  
Ab: Gr/Wi

\*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. – **APPROVED THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**

Approved the Chili Cook-Off Special Event Application & Associated Street Closures, Subject To City Conditions  
Ni/Va Motion Carried  
Ab: Gr/Wi

\*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 - **DIRECTED THE DEPUTY 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**

Directed The Deputy City Clerk To Notify The Applicant By Mail Of The Hearing Date & Post The Notice In Two Locations For The City Council Meeting To Be Held On June 18, 2012  
Ni/Va Motion Carried  
Ab: Gr/Wi

**FINANCE DIRECTOR REPORTS**

\*6. Disbursements, bills, and claims for May 3, 2012 – May 10, 2012 – **AUTHORIZED PAYMENTS.**

Authorized Payments  
Ni/Va Motion Carried  
Ab: Gr/Wi

**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 –

Authorized 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  
Va/Ni Motion Carried  
Ab: Gr/Wi

**CHERRILL GRAGG, CITY RESIDENT, SPOKE TO THE NEED FOR THE COUNTY TO PROVIDE LICENCING FOR ANIMALS IN THE CITY AND THE NEED FOR AN ANIMAL SHELTER WITHIN THE CITY OF TEHACHAPI. BRANDON GUTHRIE, CITY RESIDENT, SPOKE IN REGARDS TO DOG ATTACKS AND WHO WOULD BE RESPONSIBLE FOR THOSE ATTACKS. CHARLES WHITE INFORMED THE AUDIENCE OF ONE ORIGINAL ORDINANCES OF THE CITY ALSO REFERRING TO DOGS. COUNCIL MEMBER PHIL SMITH ASKED STAFF TO INVESTIGASTE TO POSSIBLIITY OF THE CITY PARTNERING WITH THE COUNTY AND OTHER ORGANIZATIONS TO BUILD A SHELTER. AUTHORIZED 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**

**CAPITAL PROJECTS 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 - **APPROVED 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 – **APPROVED THE AMENDMENT TO THE AGREEMENT WITH AECOM ENGINEERING AND ASSOCIATED ADDENDUM****

**MAYOR APPOINTMENTS**

- 10. Appoint one alternate member to LAFCO – **APPOINTED COUNCIL MEMBER SUSAN WIGGINS AS THE ALTERNATE MEMBER TO LAFCO****

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

- 1. Kim Nixon commended City staff for their work on Clean Up Day.
- 2. KCOG meeting, June 13, 2012 KCOG 2050 meeting at the training station on Tucker Rd., all are welcome to attend.

**Approved The Notice Of Completion For The Airfield Pavement Maintenance Project & Direct Staff To Record Same  
Ni/Va Motion Carried  
Ab: Gr/Wi**

**Approved The Amendment To The Agreement With AECOM Engineering & Associated Addendum  
Ni/Va Motion Carried  
Ab: Gr/Wi**

**Appointed Council Member Susan Wiggins As The Alternate Member To LAFCO**

**CLOSED SESSION**

1. Approved closed session minutes of May 7, 2012.

**ADJOURNMENT**

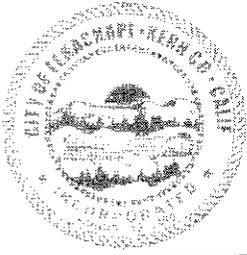
The City Council/Boards adjourned at pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, May 21, 2012, at 6:32p.m.

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk, City of Tehachapi

Approved this \_\_\_ day  
Of \_\_\_\_\_, 2012.

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

Approved Minutes



# COUNCIL REPORTS

**AGENDA SECTION: CITY CLERK**

**MEETING DATE: JUNE 4, 2012**

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

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

**FROM: DENISE JONES, CITY CLERK**

**DATE: MAY 29, 2012**

**SUBJECT: TAXI APPLICATION SUBMITTED BY TEHACHAPI NON-MEDICAL  
TRANSPORTATION AND DELIVERY SERVICES**

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## BACKGROUND

Esmaeel Yazdanipour owner of Tehachapi Non-Medical Transportation and Delivery Services submitted a completed Taxi Permit Application, all required documentation and filing fees for said permit on April 9, 2012. During the May 7, 2012, City Council meeting, Council 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 Tehachapi News) for the City Council meeting to be held on June 4, 2012.

Tehachapi Municipal Code Chapter §5.28.040 states that at the hearing the City Council may examine the applicant, hear members of the public who wish to present their views, and shall determine whether or not the public interest, convenience and necessity require the issuance of the permit applied for; and if such determine is in the affirmative it shall order the City Clerk to issue a permit.

Tehachapi Municipal Code §5.28.060 states the following grounds shall be sufficient for denial of the application:

- A) That the application is not in the form or does not contain the information required;
- B) That the vehicle or vehicles described in the application are inadequate or unsafe for the purpose for which they are to be used;
- C) That the color scheme, name, monogram or insignia to be used upon the taxicabs is in conflict with or imitates or so closely resembles the color scheme, name, monogram or insignia of another permit holder as to be misleading or tends to confuse or deceive the public;
- D) That the location of any cab stand, as designated in the application, will congest or interfere with travel on any public street, or within three hundred feet of any other stand theretofore authorized;
- E) That the applicant has had a prior permit revoked;
- F) If the City Council determines that there are a sufficient number of taxicabs and automobiles for hire in the City to adequately serve the public or that the public interest, convenience and necessity do not require the issuance of such permit;
- G) That the applicant's proposed rate schedule is so excessively low that, in the Council's judgment, it would result either in an unprofitable operation or would be unfair to the permittees.

Before the permit can be issued, the applicant must provide the following:

- A certificate of insurance showing the paid up existence of insurance of \$300,000 or more and the insurer's agreement to notify the City 30 days in advance of any cancellation of the policy.
- A California Driver's License Class C
- Police Permit Application
- Taxicab Driver's Permit (for each driver)

### **FISCAL IMPACT**

None

### **OPTIONS**

- Direct City Clerk to issue Taxicab Permit after City conditions have been met.
- Request additional information from owner
- Do not issue Taxicab Permit.

### **RECOMMENDATION**

**DIRECT THE CITY CLERK TO ISSUE TAXICAB PERMIT AFTER APPLICANT HAS MET ALL CITY CONDITIONS**

RECEIVED

JAN 24 2012

CITY OF TEHACHAPI

APPLICATION FOR TAXI PERMIT

\$50.00 Filing Fee

City of Tehachapi

NAME OF BUSINESS: Tehachapi non-medical TRANSPORTATION PHONE: (661) 600-2771

PHYSICAL ADDRESS: 855 S. CURRY ST, Tehachapi Ca. 93561

MAILING ADDRESS: P.O. Box 1185 Tehachapi Ca. 93581

TYPE OF ORGANIZATION: [X] SOLE PROPRIETOR [ ] PARTNERSHIP [ ] CORPORATION

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

Table with 3 columns: Name, Home Address, Telephone. Row 1: ESMATEE1 YAZDANIPOUR, (661) 600-2771

DESCRIPTION OF EACH VEHICLE:

(Trade name, motor and serial number, state license number, seating capacity & body style)

1. Ford Fusion (License # 6ELS406) SEAT CAPACITY 5 SEDAN

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: 01/24/2012

SIGNATURE: [Signature]

Rate For

RECEIVED

APR 9 2012

City of Tehachapi

**Tehachapi Non - Medical Transportation And Delivery Services. Rate**

**Pike up (Initial) : \$ 5.00**

**Price for Each Mail : \$ 2.50**

**Waiting Time Each Hour \$ 25.00**

Esmaeel Yazdanipour *yazdanipour* 4/02/12



FUSION



SE

JUL 2012  
JIM BURKE  
Cathy's  
6ELS406  
WWW.BURKEAUTO.COM  
DOWNTOWN

**RECEIVED**  
APR 9 2012  
City of Tehachapi

RECEIVED

APR 9 2012

City of Tehachapi

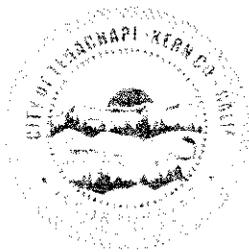


CITY OF TEHACHAPI

**RECEIVED**

**APR 9 2012**

**City of Tehachapi**

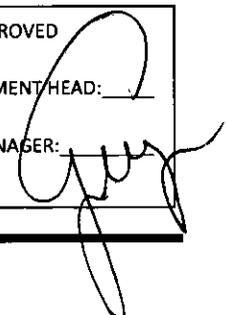


# COUNCIL REPORTS

**AGENDA SECTION: CITY CLERK**

**MEETING DATE: JUNE 4, 2012**

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



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

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

**DATE: MAY 30, 2012**

**SUBJECT: GENERAL MUNICIPAL ELECTION**

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## **BACKGROUND**

A General Municipal Election, consolidated with the Statewide General Election, will be held in the City of Tehachapi on Tuesday, November 6, 2012, for the following Officers: Two (2) members of the City Council, all with full four (4) year terms; the City Clerk; and the City Treasurer. Additionally, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within this city, the precincts, polling places, and election officers of the two elections be the same, that the county election department of the County of Kern canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election.

## **RECOMMENDATION**

**ADOPT A RESOLUTION CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; ADOPT A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO §10403 OF THE ELECTIONS CODE**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2012, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES**

WHEREAS, under the provisions of the laws relating to General Law Cities in the State of California, a General Municipal Election shall be held on November 6, 2012, for the election of Municipal Officers;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Tehachapi, California on Tuesday, November 6, 2012 a General Municipal Election for the purpose of electing two (2) Members of the City Council of the City for the full term of four years; a City Clerk for the full term of four years; and a City Treasurer for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk of the City of Tehachapi is authorized, instructed and directed to coordinate with the County of Kern Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code Section 10242, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. That the City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED AND ADOPTED THIS 4<sup>th</sup> day of June, 2012.

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

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 4, 2012.

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**DENISE JONES**  
City Clerk of the City of Tehachapi

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 6, 2012, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE**

WHEREAS, the City Council of the City of Tehachapi called a General Municipal Election to be held on November 6, 2012, for the purpose of the election of two (2) Members to the City Council, a City Clerk, and a City Treasurer, and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, that the county election department of the County of Kern canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Kern is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2012, for the purpose of the election of two (2) Members of the City Council, a City Clerk, and a City Treasurer

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Tehachapi recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Kern.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 4<sup>th</sup> day of June 2012.

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ED GRIMES, Mayor of the  
City of Tehachapi, California

ATTEST:

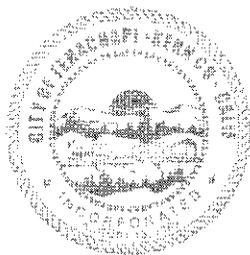
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DENISE JONES, CMC  
City Clerk of the City of Tehachapi

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 4, 2012.

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DENISE JONES  
City Clerk of the City of Tehachapi



# COUNCIL REPORTS

**AGENDA SECTION: CITY CLERK**

**MEETING DATE: JUNE 4, 2012**

APPROVED

DEPARTMENT HEAD: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

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

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

**DATE: MAY 30, 2012**

**SUBJECT: PLANNING COMMISSION APPOINTMENT**

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## **BACKGROUND**

On March 19, 2012, Planning Commissioner May Lou Vachon resigned her term which expires on June 30, 2014. Staff published the vacant position in the Tehachapi News on May 15 and May 22, 2012.

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

The City Clerk's office did not receive any eligible applications for this position.

## **RECOMMENDATION**

**EXTEND THE APPLICATION DEADLINE TO JULY 31, 2012 FOR THE TEHACHAPI PLANNING COMMISSION TERM TO EXPIRE JUNE 30, 2014**

| <u>Invoice No</u>  | <u>Description</u>   | <u>Reference</u>    | <u>Invoice Date</u>  | <u>Check Amount</u>                                 |
|--|--|---------------------|--|---|
| <b>Check No: 0</b><br>7000491978   | <b>Check Date: ?</b><br>Wtr/membership dues/JCurry   | <b>Vendor: 0020</b> | <b>American Water Works Associati</b><br>05/01/2012  | 98.00   |
|  |  |                     | <b>Check Total:</b>  | 98.00   |
| <b>Check No: 0</b><br>CMO2012-02   | <b>Check Date: ?</b><br>GG/hosted lunch/GGarrett   | <b>Vendor: 0032</b> | <b>City of Bakersfield</b><br>05/17/2012   | 17.95   |
|  |  |                     | <b>Check Total:</b>  | 17.95   |
| <b>Check No: 0</b><br>B121476<br>B121532<br>B121038<br>B121231 1<br>B121231 2<br>B121101           | <b>Check Date: ?</b><br>Wtr/samples/Dennison Mojave Wells<br>Wtr/samples/Dennison Mojave Wells<br>Wtr/samples/Dennison Wells<br>Wtr/samples/Tanglewood/Oakwood/Mojav<br>Wtr/samples/Tanglewood/Oakwood/Mojav<br>Swr/samples/WWTP Headworks | <b>Vendor: 0035</b> | <b>BC Laboratories, Inc.</b><br>05/14/2012<br>05/14/2012<br>05/07/2012<br>05/09/2012<br>05/09/2012<br>05/07/2012 | 30.00<br>30.00<br>15.00<br>50.00<br>24.00<br>210.00 |
|  |  |                     | <b>Check Total:</b>  | 359.00  |
| <b>Check No: 0</b><br>865946636070<br>793527632237<br>798378697275<br>865946636080<br>865946636106 | <b>Check Date: ?</b><br>GG/postage<br>GG/priority overnight<br>GG/priority overnight<br>GG/postage<br>GG/postage   | <b>Vendor: 0155</b> | <b>FedEx</b><br>04/18/2012<br>05/04/2012<br>05/10/2012<br>04/18/2012<br>04/25/2012                               | 28.22<br>28.33<br>66.47<br>32.80<br>32.89           |
|  |  |                     | <b>Check Total:</b>  | 188.71  |
| <b>Check No: 0</b><br>4222<br>4238   | <b>Check Date: ?</b><br>Swr/service call/trbl sht fuse sizes<br>Swr/service call/de term & re term 4   | <b>Vendor: 0182</b> | <b>P&amp;J Electric</b><br>04/26/2012<br>05/08/2012  | 200.00<br>229.36                                    |
|  |  |                     | <b>Check Total:</b>  | 429.36  |
| <b>Check No: 0</b><br>3008   | <b>Check Date: ?</b><br>Parking Citation Revenue/Citations04   | <b>Vendor: 0216</b> | <b>Judicial Data Systems Corporat</b><br>05/17/2012  | 100.00  |
|  |  |                     | <b>Check Total:</b>  | 100.00  |
| <b>Check No: 0</b><br>60650  | <b>Check Date: ?</b><br>Wtr/k-57 c2 class 2 base   | <b>Vendor: 0241</b> | <b>Kern Bros. Trucking, Inc.</b><br>05/11/2012   | 589.88  |
|  |  |                     | <b>Check Total:</b>  | 589.88  |
| <b>Check No: 0</b><br>150574   | <b>Check Date: ?</b><br>GG/training  | <b>Vendor: 0260</b> | <b>Liebert Cassidy Whitmore</b><br>04/30/2012  | 2,300.00  |
|  |  |                     | <b>Check Total:</b>  | 2,300.00  |
| <b>Check No: 0</b><br>140101079<br>140198946<br>140102230  | <b>Check Date: ?</b><br>PW/twl cntr/disp prs/hndcl<br>PW/twl cntr/disp prs/hndcl<br>PW/cover fender auto/twl cntr/disp p   | <b>Vendor: 0300</b> | <b>Mission Linen &amp; Uniform Servic</b><br>05/08/2012<br>05/01/2012<br>05/15/2012                              | 71.66<br>75.64<br>98.55                             |
|  |  |                     | <b>Check Total:</b>  | 245.85  |
| <b>Check No: 0</b><br>1993598<br>2010079   | <b>Check Date: ?</b><br>NewTreatment Plant/storage container<br>NewTreatment Plant/storage container   | <b>Vendor: 0304</b> | <b>Mojave Sanitation</b><br>03/31/2012<br>04/30/2012   | 87.56<br>85.00                                      |
|  |  |                     | <b>Check Total:</b>  | 172.56  |
| <b>Check No: 0</b><br>0643202 041212<br>0643<br>109<br>1244107<br>681787                           | <b>Check Date: ?</b><br>GG/pp plates<br>GG/plastic forks & spoons<br>GG/juice drink/training<br>GG/donuts/training<br>GG/kerfed set 3-pcs  | <b>Vendor: 0332</b> | <b>Petty Cash</b><br>04/12/2012<br>04/23/2012<br>04/19/2012<br>04/19/2012<br>02/28/2012                          | 15.57<br>20.79<br>11.97<br>21.00<br>33.52           |

| <u>Invoice No</u>   | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>                        | <u>Check Amount</u> |
|---------------------|--------------------------------------|---------------------|--|---------------------|
| 030712              | GG/passport photo studio software    |                     | 03/07/2012                                 | 8.95                |
| 30012               | Finance/meals/workshop               |                     | 02/09/2012                                 | 26.15               |
| 30005               | Finance/meals/FLSA workshop          |                     | 03/29/2012                                 | 22.00               |
| 2740                | Finance/meals/workshop               |                     | 03/12/2012                                 | 6.36                |
| 031312 2            | Finance/cold drink/workshop          |                     | 03/13/2012                                 | 1.75                |
| <b>Check Total:</b> |                                      |                     |  | <b>168.06</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0362</b> | <b>RSI Petroleum Products</b>              |                     |
| 0252120             | PW/fuel                              |                     | 05/08/2012                                 | 2,104.21            |
| 0252165             | Strts/ agl acetone                   |                     | 05/09/2012                                 | 534.08              |
| <b>Check Total:</b> |                                      |                     |  | <b>2,638.29</b>     |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0373</b> | <b>Thomas F. Schroeter, Attorney @ Law</b> |                     |
| 0525121             | GG/legal srvc/April 16 to May 15 201 |                     | 05/25/2012                                 | 3,846.00            |
| 0525123             | Rfs/legal srvc extra/April 16 to May |                     | 05/25/2012                                 | 174.00              |
| 0525122             | A/legal srvc extra/April 16 to May 1 |                     | 05/25/2012                                 | 678.00              |
| 0525124             | RDA/legal srvc extra/April 16 to May |                     | 05/25/2012                                 | 48.00               |
| <b>Check Total:</b> |                                      |                     |  | <b>4,746.00</b>     |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0429</b> | <b>Tehachapi Valley Healthcare</b>         |                     |
| 103492              | PD/lab                               |                     | 04/29/2012                                 | 38.80               |
| <b>Check Total:</b> |                                      |                     |  | <b>38.80</b>        |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0445</b> | <b>Tehachapi Senior Center, Inc.</b>       |                     |
| 060112              | Senior nutrition program June 2012   |                     | 06/01/2012                                 | 100.00              |
| <b>Check Total:</b> |                                      |                     |  | <b>100.00</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0450</b> | <b>USA Bluebook</b>                        |                     |
| 649897              | Swr/o2 sensor gas alert              |                     | 04/19/2012                                 | 161.63              |
| <b>Check Total:</b> |                                      |                     |  | <b>161.63</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0476</b> | <b>WITTS Everything for the Office</b>     |                     |
| 122550-0            | GG/paper/folders                     |                     | 05/16/2012                                 | 62.81               |
| 122545-0            | GG/ltr opener/bndrs/pens             |                     | 05/16/2012                                 | 75.40               |
| 122681-0            | GG/add rolls/paper/lgl pads/binders  |                     | 05/23/2012                                 | 54.96               |
| 122739-0            | CD/binders                           |                     | 05/29/2012                                 | 7.06                |
| 122558-0            | A/tissue toilet/pp towels            |                     | 05/16/2012                                 | 121.17              |
| <b>Check Total:</b> |                                      |                     |  | <b>321.40</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0478</b> | <b>Zee Medical Service</b>                 |                     |
| 609799              | Wtr/first aid supplies               |                     | 04/24/2012                                 | 47.62               |
| 609796              | Swr/first aid supplies               |                     | 04/24/2012                                 | 35.07               |
| <b>Check Total:</b> |                                      |                     |  | <b>82.69</b>        |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0485</b> | <b>McMaster-Carr Supply Company</b>        |                     |
| 25897958            | PW/abrasive blaster                  |                     | 05/08/2012                                 | 74.78               |
| <b>Check Total:</b> |                                      |                     |  | <b>74.78</b>        |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0524</b> | <b>Scotts Auto Body Inc.</b>               |                     |
| 1271778             | PD/2 wheel alignment                 |                     | 05/11/2012                                 | 60.00               |
| <b>Check Total:</b> |                                      |                     |  | <b>60.00</b>        |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0670</b> | <b>Antelope Valley Board of Trade</b>      |                     |
| 3313                | CD/exhibit booth                     |                     | 02/13/2012                                 | 300.00              |
| <b>Check Total:</b> |                                      |                     |  | <b>300.00</b>       |
| <b>Check No: 0</b>  | <b>Check Date: ?</b>                 | <b>Vendor: 0842</b> | <b>Kern County Roads Department</b>        |                     |
| 0220122             | Less Farebox Revenue Feb. 12         |                     | 05/21/2012                                 | -438.72             |
| 0220121             | Dial-A-Ride Operation Cost Feb. 12   |                     | 05/21/2012                                 | 10,111.97           |

| <u>Invoice No</u>  | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>                           | <u>Check Amount</u> |
|--------------------|--------------------------------------|---------------------|---|---------------------|
|                    |                                      |                     | <b>Check Total:</b>                           | 9,673.25            |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 0979</b> | <b>Elliott Diamond Inc.</b>                   |                     |
| E-24955            | Wtr/blade                            |                     | 03/22/2012                                    | 220.00              |
|                    |                                      |                     | <b>Check Total:</b>                           | 220.00              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1055</b> | <b>Mercury Graphics</b>                       |                     |
| 4164               | GG/adopt a flag sponsor decals       |                     | 05/24/2012                                    | 164.09              |
| 4165               | GG/business cards                    |                     | 05/29/2012                                    | 64.99               |
| 4161               | GG/banners/clean up                  |                     | 05/10/2012                                    | 265.44              |
| 4163               | PD/patches                           |                     | 05/21/2012                                    | 544.83              |
|                    |                                      |                     | <b>Check Total:</b>                           | 1,039.35            |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1071</b> | <b>Main Street Tehachapi, Inc.</b>            |                     |
| 051712             | GG/training                          |                     | 05/17/2012                                    | 512.67              |
|                    |                                      |                     | <b>Check Total:</b>                           | 512.67              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1286</b> | <b>M&amp;M's Sports Uniforms &amp; Embroi</b> |                     |
| 26241              | GG/logo/sew out                      |                     | 05/17/2012                                    | 11.26               |
|                    |                                      |                     | <b>Check Total:</b>                           | 11.26               |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1413</b> | <b>Kern Turf Supply, Inc.</b>                 |                     |
| 802586             | PW/diaphram                          |                     | 04/18/2012                                    | 11.22               |
|                    |                                      |                     | <b>Check Total:</b>                           | 11.22               |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1442</b> | <b>FLEX ONE AFLAC</b>                         |                     |
| 314644             | GG/admin fees                        |                     | 06/01/2012                                    | 50.00               |
|                    |                                      |                     | <b>Check Total:</b>                           | 50.00               |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1480</b> | <b>Railroad Management Company</b>            |                     |
| 286070             | Pre-paid expense/PL rent 12" sewer l |                     | 05/25/2012                                    | 423.90              |
|                    |                                      |                     | <b>Check Total:</b>                           | 423.90              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1729</b> | <b>Alpha Landscape Maintenance</b>            |                     |
| 11186 1            | GG/City offices                      |                     | 04/27/2012                                    | 45.38               |
| 11186 2            | GG/Market Place & Union Pacific      |                     | 04/27/2012                                    | 201.79              |
| 11186 16           | GG/Pioneer Park                      |                     | 04/27/2012                                    | 506.04              |
| 11186 17           | GG/Old Town Planters                 |                     | 04/27/2012                                    | 11.12               |
| 11186 19           | GG/Old fire house on Pinon           |                     | 04/27/2012                                    | 109.63              |
| 11186 20           | GG/Robinson Park                     |                     | 04/27/2012                                    | 461.02              |
| 11186 21           | GG/Taco sandwich & wall              |                     | 04/27/2012                                    | 25.68               |
| 11186 22           | GG/Senior center                     |                     | 04/27/2012                                    | 95.95               |
| 11186 24           | GG/Robinson parking lot              |                     | 04/27/2012                                    | 22.85               |
| 11186 23           | Depot/Railroad Depot                 |                     | 04/27/2012                                    | 116.44              |
| 11186 3            | Strts/Mill street islands            |                     | 04/27/2012                                    | 392.38              |
| 11186 4            | Strts/Capitol Hills (South island)   |                     | 04/27/2012                                    | 246.63              |
| 11186 10           | Strts/South Curry                    |                     | 04/27/2012                                    | 207.93              |
| 11186 13           | Strts/street trees                   |                     | 04/27/2012                                    | 113.10              |
| 11186 14           | Strts/Dennison street                |                     | 04/27/2012                                    | 658.10              |
| 11186 11           | LLD/Heritage Oak                     |                     | 04/27/2012                                    | 787.98              |
| 11186 15           | LLD/Clear View                       |                     | 04/27/2012                                    | 294.12              |
| 11186 5            | LLD/Manzanita Park                   |                     | 04/27/2012                                    | 693.93              |
| 11186 6            | LLD/KB tract-Highland imd            |                     | 04/27/2012                                    | 468.03              |
| 11186 7            | LLD/Alta Parkway lawns               |                     | 04/27/2012                                    | 160.38              |
| 11186 8            | LLD/Alta tract/Warrior Park          |                     | 04/27/2012                                    | 4,082.07            |
| 11186 9            | LLD/all planters-Highline & tract    |                     | 04/27/2012                                    | 1,433.48            |
| 11186 12           | LLD/KB tract/Dennison                |                     | 04/27/2012                                    | 3,293.96            |
| 11186 18           | LLD/Mill street cottages             |                     | 04/27/2012                                    | 22.49               |
| 11186 25           | LLD/Red Barn                         |                     | 04/27/2012                                    | 80.59               |

| <u>Invoice No</u>  | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>                   | <u>Check Amount</u> |
|--------------------|--------------------------------------|---------------------|---------------------------------------|---------------------|
|                    |                                      |                     | <b>Check Total:</b>                   | 14,531.07           |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1801</b> | <b>HD Supply Waterworks, LTD</b>      |                     |
| 4776562            | Wtr/bilge pump w/6'hose              |                     | 05/11/2012                            | 225.23              |
| 4644057            | Wtr/wht marking paint                |                     | 05/10/2012                            | 137.71              |
| 4719733            | Wtr/redi clmps                       |                     | 05/02/2012                            | 1,335.39            |
| 4719781            | Wtr/redi clmps/adpt/ip d/s           |                     | 05/02/2012                            | 1,166.07            |
| 4762972            | Wtr/ip d/s/adpt                      |                     | 05/04/2012                            | 104.81              |
|                    |                                      |                     | <b>Check Total:</b>                   | 2,969.21            |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1866</b> | <b>Bear Valley CSD</b>                |                     |
| 060112             | PD/dispatch service June 2012        |                     | 06/01/2012                            | 33,697.09           |
|                    |                                      |                     | <b>Check Total:</b>                   | 33,697.09           |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1947</b> | <b>Tehachapi Lawn and Garden</b>      |                     |
| 050412             | PW/kwik loader trimmer heads/gator 1 |                     | 05/04/2012                            | 203.72              |
| 050812             | Wtr/spark plugs                      |                     | 05/08/2012                            | 5.24                |
|                    |                                      |                     | <b>Check Total:</b>                   | 208.96              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 1982</b> | <b>SSD Systems</b>                    |                     |
| 967757 1           | GG/alarm monitoring 115 S Robinson   |                     | 05/14/2012                            | 33.00               |
| 967757 2           | GG/alarm monitoring 108 Pinon        |                     | 05/14/2012                            | 33.00               |
| 967757 3           | PW/alarm monitoring 800 Enterprise W |                     | 05/14/2012                            | 30.00               |
| 967757 6           | Wtr/alarm monitoring 100 CommWay     |                     | 05/14/2012                            | 33.00               |
| 967757 4           | A/alarm monitoring 314 N Hayes       |                     | 05/14/2012                            | 33.00               |
| 967757 5           | A/phone line backup 314 N Hayes      |                     | 05/14/2012                            | 22.00               |
|                    |                                      |                     | <b>Check Total:</b>                   | 184.00              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 2111</b> | <b>Swift Napa Auto Parts</b>          |                     |
| 741375             | PW/ball mnt/trailer ball             |                     | 05/21/2012                            | 110.42              |
| 739826             | PW/air filters                       |                     | 05/07/2012                            | 88.45               |
| 739530             | PW/fuel filters                      |                     | 05/03/2012                            | 17.15               |
| 736808             | PD/turn signal bulb/halogen capsule  |                     | 04/06/2012                            | 35.85               |
| 737684             | PD/brake controller/primary wire     |                     | 04/17/2012                            | 138.30              |
| 739456             | Strts/fuse holder                    |                     | 05/03/2012                            | 8.56                |
| 740822             | Sump maint/repair kit                |                     | 05/15/2012                            | 37.42               |
|                    |                                      |                     | <b>Check Total:</b>                   | 436.15              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 2200</b> | <b>Argo Chemical</b>                  |                     |
| 1204147            | Wtr/calcium hypochlorite             |                     | 04/19/2012                            | 1,618.89            |
|                    |                                      |                     | <b>Check Total:</b>                   | 1,618.89            |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 2636</b> | <b>High Desert Wireless Broadband</b> |                     |
| 18969              | IT/rim door strike installed/CHall f |                     | 03/26/2012                            | 360.35              |
|                    |                                      |                     | <b>Check Total:</b>                   | 360.35              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 2785</b> | <b>Bakersfield VIP Uniforms, Inc.</b> |                     |
| 18992              | PD/men & womens pants                |                     | 04/30/2012                            | 283.54              |
|                    |                                      |                     | <b>Check Total:</b>                   | 283.54              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 2874</b> | <b>Department of Justice, Account</b> |                     |
| 909501 1           | PD/fingerprint apps                  |                     | 05/04/2012                            | 96.00               |
| 909501 2           | PD/fingerprint FBI                   |                     | 05/04/2012                            | 17.00               |
| 909501 3           | PD/firearms/security off             |                     | 05/04/2012                            | 38.00               |
|                    |                                      |                     | <b>Check Total:</b>                   | 151.00              |
| <b>Check No: 0</b> | <b>Check Date: ?</b>                 | <b>Vendor: 2878</b> | <b>Plumbers Depot Inc.</b>            |                     |
| PD-18498           | Swr/camera system 300' push/radio de |                     | 05/10/2012                            | 11,769.62           |

| <u>Invoice No</u>  | <u>Description</u>   | <u>Reference</u>    | <u>Invoice Date</u>   | <u>Check Amount</u>   |
|--|--|---------------------|---|---|
|  |  |                     | <b>Check Total:</b>   | 11,769.62   |
| <b>Check No: 0</b><br>23225  | <b>Check Date: ?</b><br>A/monthly standard&handicap rental   | <b>Vendor: 2902</b> | <b>Sim Sanitation, Inc</b><br>05/22/2012  | 82.00   |
|  |  |                     | <b>Check Total:</b>   | 82.00   |
| <b>Check No: 0</b><br>99000  | <b>Check Date: ?</b><br>GG/monthly fee for hosting & support   | <b>Vendor: 2914</b> | <b>CivicPlus</b><br>07/01/2012  | 648.93  |
|  |  |                     | <b>Check Total:</b>   | 648.93  |
| <b>Check No: 0</b><br>156358<br>156359<br>156360   | <b>Check Date: ?</b><br>GG/legal srvcs-extra/general<br>Foreclosure/AD 89-3<br>A/R Foreclosure-various/AD 89-2   | <b>Vendor: 2981</b> | <b>Burke, Williams &amp; Sorenson, LL</b><br>05/10/2012<br>05/10/2012<br>05/10/2012   | 31.50<br>2,520.15<br>2,049.84   |
|  |  |                     | <b>Check Total:</b>   | 4,601.49  |
| <b>Check No: 0</b><br>3351   | <b>Check Date: ?</b><br>PD/brake rottor  | <b>Vendor: 3051</b> | <b>Tehachapi Transmissions, Inc.</b><br>05/15/2012  | 203.00  |
|  |  |                     | <b>Check Total:</b>   | 203.00  |
| <b>Check No: 0</b><br>37231623B<br>37231623C-2 1<br>37231623C-2 2<br>37230596<br>37230584<br>37230539<br>37230316<br>37231623C-1 1<br>37231623C-1 2<br>37231623C-1 3 | <b>Check Date: ?</b><br>Building assistance/green code guida<br>GG/TVHD meeting<br>GG/Broome meeting<br>CD/Proffitt lots 3 & 4<br>CD/Barn Canopy recheck<br>CD/Vineyard Church<br>CD/SCE expansion (final invoice)<br>CD/TVHD planning call w/Caltrans<br>CD/meeting on T.6497 & T.6554<br>General Plan update meeting | <b>Vendor: 3066</b> | <b>AECOM Technical Services, Inc.</b><br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012<br>04/23/2012 | 625.00<br>51.00<br>370.00<br>1,059.51<br>300.00<br>125.00<br>62.50<br>94.76<br>462.50<br>1,110.00 |
|  |  |                     | <b>Check Total:</b>   | 4,260.27  |
| <b>Check No: 0</b><br>24993<br>24969   | <b>Check Date: ?</b><br>GG/b&w/color ads<br>GG/B&W ad  | <b>Vendor: 3104</b> | <b>Hilltop Publishers</b><br>05/25/2012<br>05/11/2012   | 590.00<br>250.00  |
|  |  |                     | <b>Check Total:</b>   | 840.00  |
| <b>Check No: 0</b><br>4252   | <b>Check Date: ?</b><br>PD/install new left rearo door glass   | <b>Vendor: 3174</b> | <b>Tehachapi Auto Glass</b><br>05/11/2012   | 170.15  |
|  |  |                     | <b>Check Total:</b>   | 170.15  |
| <b>Check No: 0</b><br>144  | <b>Check Date: ?</b><br>Strts/8x8' rolled alum stencil   | <b>Vendor: 3281</b> | <b>Statewide Safety &amp; Signs, Inc.</b><br>05/09/2012   | 262.76  |
|  |  |                     | <b>Check Total:</b>   | 262.76  |
| <b>Check No: 0</b><br>1304222  | <b>Check Date: ?</b><br>Strts/custom alum sign   | <b>Vendor: 3294</b> | <b>Lewis Barricade</b><br>05/02/2012  | 48.26   |
|  |  |                     | <b>Check Total:</b>   | 48.26   |
| <b>Check No: 0</b><br>050912   | <b>Check Date: ?</b><br>New Treatment Plant/appraisal fee  | <b>Vendor: 3323</b> | <b>Dallis Higdon &amp; Associates</b><br>05/09/2012   | 2,800.00  |
|  |  |                     | <b>Check Total:</b>   | 2,800.00  |
| <b>Check No: 0</b><br>8-455874   | <b>Check Date: ?</b><br>PW/al. trd. brt 24"x48"  | <b>Vendor: 3483</b> | <b>Endura Steel</b><br>05/07/2012   | 68.44   |
|  |  |                     | <b>Check Total:</b>   | 68.44   |

| <u>Invoice No</u>     | <u>Description</u>                   | <u>Reference</u> | <u>Invoice Date</u>                  | <u>Check Amount</u> |
|-----------------------|--------------------------------------|------------------|--------------------------------------|---------------------|
| Check No: 0<br>130205 | Check Date: ?<br>GG/xxl rolling tote | Vendor: 3484     | Scrapbooking Alley.com<br>05/09/2012 | 97.53               |
|                       |                                      |                  | <b>Check Total:</b>                  | 97.53               |
|                       |                                      |                  | <b>Report Total:</b>                 | <b>105,427.32</b>   |

| <u>Invoice No</u>      | <u>Description</u>                   | <u>Reference</u>              | <u>Invoice Date</u> | <u>Check Amount</u>                       |
|------------------------|--------------------------------------|-------------------------------|---------------------|---|
| <b>Check No: 35940</b> |                                      | <b>Check Date: 05/22/2012</b> | <b>Vendor: 2963</b> | <b>AT&amp;T</b>                           |
| 3351291                | GG/City Hall                         |                               | 05/06/2012          | 488.31                                    |
| 3351294                | GG/City Hall fax                     |                               | 05/06/2012          | 59.52                                     |
| 3351814                | GG/108 Pinon fax                     |                               | 05/06/2012          | 15.26                                     |
| 3351296                | PW/fax                               |                               | 05/06/2012          | 31.83                                     |
| 3352091                | PD/breathalyzer machine              |                               | 05/06/2012          | 15.71                                     |
| 3352157                | Depot                                |                               | 05/06/2012          | 46.26                                     |
| 3341896                | Wtr/100 CommWay                      |                               | 05/02/2012          | 46.51                                     |
| 3343568                | Swr/telemetry sys                    |                               | 05/02/2012          | 15.71                                     |
| 3351300                | Swr/scada                            |                               | 05/06/2012          | 75.70                                     |
| 3351292                | Swr/WWTP office                      |                               | 05/06/2012          | 64.97                                     |
| 3351293                | Swr/lift station                     |                               | 05/06/2012          | 15.63                                     |
| 3351297                | A/fuel sys                           |                               | 05/06/2012          | 15.71                                     |
| 3351295                | A/awos                               |                               | 05/06/2012          | 15.39                                     |
| <b>Check Total:</b>    |                                      |                               |                     | <b>906.51</b>                             |
| <b>Check No: 35941</b> |                                      | <b>Check Date: 05/22/2012</b> | <b>Vendor: 1739</b> | <b>Chevron &amp; Texaco Business Card</b> |
| 0506121                | GG/vehicle fuel                      |                               | 05/06/2012          | 296.97                                    |
| 0506122                | PD/vehicle fuel                      |                               | 05/06/2012          | 4,982.39                                  |
| <b>Check Total:</b>    |                                      |                               |                     | <b>5,279.36</b>                           |
| <b>Check No: 35942</b> |                                      | <b>Check Date: 05/22/2012</b> | <b>Vendor: 2113</b> | <b>Fuel Controls, Inc.</b>                |
| 74107                  | A/100 Octane wholesale               |                               | 05/07/2012          | 20,482.74                                 |
| <b>Check Total:</b>    |                                      |                               |                     | <b>20,482.74</b>                          |
| <b>Check No: 35943</b> |                                      | <b>Check Date: 05/22/2012</b> | <b>Vendor: 0395</b> | <b>The Gas Company</b>                    |
| 0504121                | GG/heating/115 S Robinson st         |                               | 05/04/2012          | 23.62                                     |
| 0509124                | GG/heating/200 W Teh blv             |                               | 05/09/2012          | 18.68                                     |
| 0509122                | PD/heating/129 E F st                |                               | 05/09/2012          | 134.65                                    |
| 0509123                | Wtr/heating/100 CommWay              |                               | 05/09/2012          | 76.10                                     |
| 0509125                | A/heating/409 Bryan ct               |                               | 05/09/2012          | 33.01                                     |
| <b>Check Total:</b>    |                                      |                               |                     | <b>286.06</b>                             |
| <b>Check No: 35944</b> |                                      | <b>Check Date: 05/22/2012</b> | <b>Vendor: 1822</b> | <b>Ed Grimes</b>                          |
| 051412                 | Council/mileage/EKAPCD meeting       |                               | 05/14/2012          | 77.70                                     |
| <b>Check Total:</b>    |                                      |                               |                     | <b>77.70</b>                              |
| <b>Check No: 35945</b> |                                      | <b>Check Date: 05/22/2012</b> | <b>Vendor: 2695</b> | <b>Home Depot Credit Services</b>         |
| 6021792                | GG/paint/roller tray                 |                               | 05/03/2012          | 38.36                                     |
| 7011466                | PW/led dlshlght twin pk              |                               | 05/02/2012          | 33.62                                     |
| 8018954                | PW/tank exchange                     |                               | 04/11/2012          | 57.34                                     |
| 1019620                | PW/fastener                          |                               | 04/18/2012          | 10.69                                     |
| 1019731                | PW/plastic bag goods/polyurethane    |                               | 04/18/2012          | 9.05                                      |
| 8593761                | PW/fastners/nailess sawtooth pict ha |                               | 05/01/2012          | 15.39                                     |
| 8018972                | PW/frame anchor/post cap/switch/wall |                               | 04/11/2012          | 296.95                                    |
| 8019062                | PW/#2 common board/lumber            |                               | 04/11/2012          | 47.25                                     |
| 8027780                | PW/5" disc/recip blade/galv straight |                               | 04/11/2012          | 101.07                                    |
| 7113698                | PW/return/recip blade                |                               | 04/12/2012          | -9.10                                     |
| 4131962                | PW/brass hose bibb manifold          |                               | 04/25/2012          | 16.06                                     |
| 7019118                | PW/1x4 red oak/dowel hardwood        |                               | 04/12/2012          | 100.25                                    |
| 3991653                | PW/spray gun                         |                               | 04/26/2012          | 97.73                                     |
| 7993004                | PW/tank exchange                     |                               | 05/02/2012          | 38.22                                     |
| 7011383                | PW/4pk ratch set tie down            |                               | 05/02/2012          | 19.15                                     |
| 1019624                | PW/doug fir/lumber                   |                               | 04/18/2012          | 80.02                                     |
| 1019642                | PW/belt hook-clip strip/rebar        |                               | 04/18/2012          | 84.97                                     |
| 6010413                | PW/sch40/coup/90deg bell end         |                               | 04/23/2012          | 28.87                                     |
| 7997292                | Lndscp/trash bags                    |                               | 04/12/2012          | 17.14                                     |
| 3010851                | Cnst/pipe wrench                     |                               | 04/26/2012          | 22.15                                     |
| 3010733                | Cnstr/rnd rod pln/square tube        |                               | 04/26/2012          | 42.18                                     |
| 8021563                | Depot/40w halogena                   |                               | 05/01/2012          | 18.63                                     |

| <u>Invoice No</u>   | <u>Description</u>                   | <u>Reference</u> | <u>Invoice Date</u> | <u>Check Amount</u> |
|---------------------|--------------------------------------|------------------|---------------------|---------------------|
| 8018980             | Strts/60# sakrete                    |                  | 04/11/2012          | 2.76                |
| 7997306             | Strts/floor scraper                  |                  | 04/12/2012          | 20.81               |
| 3010763             | Strts/2"emtc coupling                |                  | 04/26/2012          | 16.62               |
| 7997300             | Strts/rplc blade/scraper/steel brush |                  | 04/12/2012          | 22.95               |
| 3019310             | Strts/fender washers                 |                  | 04/16/2012          | 11.10               |
| 2019466             | Strts/couplings/90deg bell end/pvc s |                  | 04/17/2012          | 70.01               |
| 4018360             | Strts/5 gal buckets                  |                  | 04/05/2012          | 7.87                |
| 0018740             | Improvement Misc-CityHall/60ap sand  |                  | 04/09/2012          | 6.20                |
| 0018764             | Improvement Misc-CityHall/80lb sakre |                  | 04/09/2012          | 5.06                |
| 0027624             | Improvement Misc-CityHall/50# silics |                  | 04/09/2012          | 3.82                |
| 3010731             | Improvement Misc-CityHall/stain      |                  | 04/26/2012          | 48.56               |
| 9011130 043012      | Improvement Misc-CityHall/hinge/lock |                  | 04/30/2012          | 80.96               |
| 9011201             | Improvement Misc-CityHall/door stop  |                  | 04/30/2012          | 4.74                |
| 18727               | Improvement Misc-CityHall/60ap sand  |                  | 04/09/2012          | 6.20                |
| 7021680             | Improvement Misc-CityHall/stucco mou |                  | 05/02/2012          | 29.85               |
| 7011378             | Improvement Misc-CityHall/kerf dr se |                  | 05/02/2012          | 70.07               |
| 6011510             | Improvement Misc-CityHall/gutter gua |                  | 05/03/2012          | 2.38                |
| 7011472             | Improvement Misc-CityHall/silicone g |                  | 05/02/2012          | 155.29              |
| 6011556             | Improvement Misc-CityHall/paint/foam |                  | 05/03/2012          | 34.98               |
| 4991424             | Wtr/5gal buckets                     |                  | 04/25/2012          | 8.71                |
| 6115109             | Wtr/return/1/2" dr impact set        |                  | 05/03/2012          | -75.04              |
| 6011498             | Wtr/80# sakrete/stl rafter square/v  |                  | 05/03/2012          | 110.71              |
| 6993125             | Wtr/1 pc sae 1/2" dr impact set      |                  | 05/03/2012          | 75.04               |
| 3997871             | Wtr/hex bolts/clamps                 |                  | 04/16/2012          | 7.50                |
| 3997895             | Wtr/clamps                           |                  | 04/16/2012          | 2.98                |
| 2019440             | Wtr/#80 sakrete crack res concrete   |                  | 04/17/2012          | 51.35               |
| 7133290             | Wtr/sakrete all purpose gravel       |                  | 05/02/2012          | 4.00                |
| 4996121             | Wtr/respirator                       |                  | 04/05/2012          | 85.74               |
| 4991404             | Wtr/slip cplg                        |                  | 04/25/2012          | 15.93               |
| 6993222             | Wtr/1.5g stain sprayer               |                  | 05/03/2012          | 11.77               |
| 7992936             | Wtr/3/4" elbow 90 degr/pvc90el/union |                  | 05/02/2012          | 54.32               |
| 4991516             | Swr/wd-40 gallon                     |                  | 04/25/2012          | 16.92               |
| 1019664             | New Treatment Plant/pvc40 pipe/prime |                  | 04/18/2012          | 74.35               |
| 4593457             | A/4pack batteries                    |                  | 04/05/2012          | 24.03               |
| 3301370             | A/aa 36 pack                         |                  | 04/16/2012          | 13.63               |
| 9992588             | A/60# sakrete                        |                  | 04/30/2012          | 8.11                |
| 8021610             | A/energizer max d8                   |                  | 05/01/2012          | 12.85               |
| <b>Check Total:</b> |                                      |                  |                     | <b>2,269.12</b>     |

| <u>Check No:</u>    | <u>Check Date:</u> | <u>Vendor:</u> | <u>Southern California Edison</u> |                 |
|---------------------|--------------------|----------------|-----------------------------------|-----------------|
| 0508121             | 05/22/2012         | 0372           | 05/08/2012                        | 72.53           |
| 0509122             |                    |                | 05/09/2012                        | 24.19           |
| 0510123             |                    |                | 05/10/2012                        | 1,801.76        |
| 0510124             |                    |                | 05/10/2012                        | 123.84          |
| 0508125             |                    |                | 05/08/2012                        | 1,764.26        |
| 0508126             |                    |                | 05/08/2012                        | 783.82          |
| 0509127             |                    |                | 05/09/2012                        | 506.54          |
| 0508128             |                    |                | 05/08/2012                        | 267.83          |
| 0509129             |                    |                | 05/09/2012                        | 22.16           |
| 05091210            |                    |                | 05/09/2012                        | 21.65           |
| 05081211            |                    |                | 05/08/2012                        | 1,189.11        |
| 05091212            |                    |                | 05/09/2012                        | 23.37           |
| 05091213            |                    |                | 05/09/2012                        | 23.46           |
| 05091214            |                    |                | 05/09/2012                        | 25.53           |
| 05091215            |                    |                | 05/09/2012                        | 22.72           |
| 05081216            |                    |                | 05/08/2012                        | 72.87           |
| 05121217            |                    |                | 05/12/2012                        | 139.79          |
| <b>Check Total:</b> |                    |                |                                   | <b>6,885.43</b> |

City of Tehachapi  
User:delphina

Accounts Payable  
Checks by Date - Detail by Check Number

Printed: 05/22/2012 11:05  
Detail

| <u>Invoice No</u>             | <u>Description</u>                            | <u>Reference</u> | <u>Invoice Date</u>            | <u>Check Amount</u> |
|-------------------------------|---|------------------|--------------------------------|---------------------|
| Check No: 35947<br>1079931192 | Check Date: 05/22/2012<br>PD/mobile broadband | Vendor: 3011     | Verizon Wireless<br>05/01/2012 | 351.00              |
|                               |   |                  | Check Total:                   | 351.00              |
|                               |   |                  | Report Total:                  | 36,537.92           |

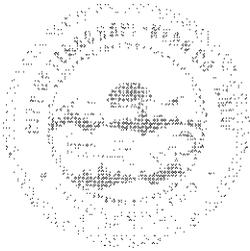
| <u>Invoice No</u>      | <u>Description</u>                   | <u>Reference</u>    | <u>Invoice Date</u>                       | <u>Check Amount</u> |
|------------------------|--------------------------------------|---------------------|---|---------------------|
| <b>Check No: 35940</b> | <b>Check Date: 05/22/2012</b>        | <b>Vendor: 2963</b> | <b>AT&amp;T</b>                           |                     |
| 3351291                | GG/City Hall                         |                     | 05/06/2012                                | 488.31              |
| 3351294                | GG/City Hall fax                     |                     | 05/06/2012                                | 59.52               |
| 3351814                | GG/108 Pinon fax                     |                     | 05/06/2012                                | 15.26               |
| 3351296                | PW/fax                               |                     | 05/06/2012                                | 31.83               |
| 3352091                | PD/breathalyzer machine              |                     | 05/06/2012                                | 15.71               |
| 3352157                | Depot                                |                     | 05/06/2012                                | 46.26               |
| 3341896                | Wtr/100 CommWay                      |                     | 05/02/2012                                | 46.51               |
| 3343568                | Swr/telemetry sys                    |                     | 05/02/2012                                | 15.71               |
| 3351300                | Swr/scada                            |                     | 05/06/2012                                | 75.70               |
| 3351292                | Swr/WWTP office                      |                     | 05/06/2012                                | 64.97               |
| 3351293                | Swr/lift station                     |                     | 05/06/2012                                | 15.63               |
| 3351297                | A/fuel sys                           |                     | 05/06/2012                                | 15.71               |
| 3351295                | A/awos                               |                     | 05/06/2012                                | 15.39               |
| <b>Check Total:</b>    |                                      |                     |   | <b>906.51</b>       |
| <b>Check No: 35941</b> | <b>Check Date: 05/22/2012</b>        | <b>Vendor: 1739</b> | <b>Chevron &amp; Texaco Business Card</b> |                     |
| 0506121                | GG/vehicle fuel                      |                     | 05/06/2012                                | 296.97              |
| 0506122                | PD/vehicle fuel                      |                     | 05/06/2012                                | 4,982.39            |
| <b>Check Total:</b>    |                                      |                     |   | <b>5,279.36</b>     |
| <b>Check No: 35942</b> | <b>Check Date: 05/22/2012</b>        | <b>Vendor: 2113</b> | <b>Fuel Controls, Inc.</b>                |                     |
| 74107                  | A/100 Octane wholesale               |                     | 05/07/2012                                | 20,482.74           |
| <b>Check Total:</b>    |                                      |                     |   | <b>20,482.74</b>    |
| <b>Check No: 35943</b> | <b>Check Date: 05/22/2012</b>        | <b>Vendor: 0395</b> | <b>The Gas Company</b>                    |                     |
| 0504121                | GG/heating/115 S Robinson st         |                     | 05/04/2012                                | 23.62               |
| 0509124                | GG/heating/200 W Teh blv             |                     | 05/09/2012                                | 18.68               |
| 0509122                | PD/heating/129 E F st                |                     | 05/09/2012                                | 134.65              |
| 0509123                | Wtr/heating/100 CommWay              |                     | 05/09/2012                                | 76.10               |
| 0509125                | A/heating/409 Bryan ct               |                     | 05/09/2012                                | 33.01               |
| <b>Check Total:</b>    |                                      |                     |   | <b>286.06</b>       |
| <b>Check No: 35944</b> | <b>Check Date: 05/22/2012</b>        | <b>Vendor: 1822</b> | <b>Ed Grimes</b>                          |                     |
| 051412                 | Council/mileage/EKAPCD meeting       |                     | 05/14/2012                                | 77.70               |
| <b>Check Total:</b>    |                                      |                     |   | <b>77.70</b>        |
| <b>Check No: 35945</b> | <b>Check Date: 05/22/2012</b>        | <b>Vendor: 2695</b> | <b>Home Depot Credit Services</b>         |                     |
| 6021792                | GG/paint/roller tray                 |                     | 05/03/2012                                | 38.36               |
| 7011466                | PW/led dlshlght twin pk              |                     | 05/02/2012                                | 33.62               |
| 8018954                | PW/tank exchange                     |                     | 04/11/2012                                | 57.34               |
| 1019620                | PW/fastener                          |                     | 04/18/2012                                | 10.69               |
| 1019731                | PW/plastic bag goods/polyurethane    |                     | 04/18/2012                                | 9.05                |
| 8593761                | PW/fastners/nailess sawtooth pict ha |                     | 05/01/2012                                | 15.39               |
| 8018972                | PW/frame anchor/post cap/switch/wall |                     | 04/11/2012                                | 296.95              |
| 8019062                | PW/#2 common board/lumber            |                     | 04/11/2012                                | 47.25               |
| 8027780                | PW/5" disc/recip blade/galv straight |                     | 04/11/2012                                | 101.07              |
| 7113698                | PW/return/recip blade                |                     | 04/12/2012                                | -9.10               |
| 4131962                | PW/brass hose bibb manifold          |                     | 04/25/2012                                | 16.06               |
| 7019118                | PW/1x4 red oak/dowel hardwood        |                     | 04/12/2012                                | 100.25              |
| 3991653                | PW/spray gun                         |                     | 04/26/2012                                | 97.73               |
| 7993004                | PW/tank exchange                     |                     | 05/02/2012                                | 38.22               |
| 7011383                | PW/4pk ratch set tie down            |                     | 05/02/2012                                | 19.15               |
| 1019624                | PW/doug fir/lumber                   |                     | 04/18/2012                                | 80.02               |
| 1019642                | PW/belt hook-clip strip/rebar        |                     | 04/18/2012                                | 84.97               |
| 6010413                | PW/sch40/coup/90deg bell end         |                     | 04/23/2012                                | 28.87               |
| 7997292                | Lndscp/trash bags                    |                     | 04/12/2012                                | 17.14               |
| 3010851                | Cnst/pipe wrench                     |                     | 04/26/2012                                | 22.15               |
| 3010733                | Cnstc/rnd rod pln/square tube        |                     | 04/26/2012                                | 42.18               |
| 8021563                | Depot/40w halogena                   |                     | 05/01/2012                                | 18.63               |

| <u>Invoice No</u>   | <u>Description</u>                   | <u>Reference</u> | <u>Invoice Date</u> | <u>Check Amount</u> |
|---------------------|--------------------------------------|------------------|---------------------|---------------------|
| 8018980             | Strts/60# sakrete                    |                  | 04/11/2012          | 2.76                |
| 7997306             | Strts/floor scraper                  |                  | 04/12/2012          | 20.81               |
| 3010763             | Strts/2"emtc coupling                |                  | 04/26/2012          | 16.62               |
| 7997300             | Strts/rplc blade/scraper/steel brush |                  | 04/12/2012          | 22.95               |
| 3019310             | Strts/fender washers                 |                  | 04/16/2012          | 11.10               |
| 2019466             | Strts/couplings/90deg bell end/pvc s |                  | 04/17/2012          | 70.01               |
| 4018360             | Strts/5 gal buckets                  |                  | 04/05/2012          | 7.87                |
| 0018740             | Improvement Misc-CityHall/60ap sand  |                  | 04/09/2012          | 6.20                |
| 0018764             | Improvement Misc-CityHall/80lb sakre |                  | 04/09/2012          | 5.06                |
| 0027624             | Improvement Misc-CityHall/50# silics |                  | 04/09/2012          | 3.82                |
| 3010731             | Improvement Misc-CityHall/stain      |                  | 04/26/2012          | 48.56               |
| 9011130 043012      | Improvement Misc-CityHall/hinge/lock |                  | 04/30/2012          | 80.96               |
| 9011201             | Improvement Misc-CityHall/door stop  |                  | 04/30/2012          | 4.74                |
| 18727               | Improvement Misc-CityHall/60ap sand  |                  | 04/09/2012          | 6.20                |
| 7021680             | Improvement Misc-CityHall/stucco mou |                  | 05/02/2012          | 29.85               |
| 7011378             | Improvement Misc-CityHall/kerf dr se |                  | 05/02/2012          | 70.07               |
| 6011510             | Improvement Misc-CityHall/gutter gua |                  | 05/03/2012          | 2.38                |
| 7011472             | Improvement Misc-CityHall/silicone g |                  | 05/02/2012          | 155.29              |
| 6011556             | Improvement Misc-CityHall/paint/foam |                  | 05/03/2012          | 34.98               |
| 4991424             | Wtr/5gal buckets                     |                  | 04/25/2012          | 8.71                |
| 6115109             | Wtr/return/1/2" dr impact set        |                  | 05/03/2012          | -75.04              |
| 6011498             | Wtr/80# sakrete/stl rafter square/v  |                  | 05/03/2012          | 110.71              |
| 6993125             | Wtr/11pc sae 1/2" dr impact set      |                  | 05/03/2012          | 75.04               |
| 3997871             | Wtr/hex bolts/clamps                 |                  | 04/16/2012          | 7.50                |
| 3997895             | Wtr/clamps                           |                  | 04/16/2012          | 2.98                |
| 2019440             | Wtr/#80 sakrete crack res concrete   |                  | 04/17/2012          | 51.35               |
| 7133290             | Wtr/sakrete all purpose gravel       |                  | 05/02/2012          | 4.00                |
| 4996121             | Wtr/respirator                       |                  | 04/05/2012          | 85.74               |
| 4991404             | Wtr/slip cplg                        |                  | 04/25/2012          | 15.93               |
| 6993222             | Wtr/1.5g stain sprayer               |                  | 05/03/2012          | 11.77               |
| 7992936             | Wtr/3/4" elbow 90 degr/pvc90el/union |                  | 05/02/2012          | 54.32               |
| 4991516             | Swr/wd-40 gallon                     |                  | 04/25/2012          | 16.92               |
| 1019664             | New Treatment Plant/pvc40 pipe/prime |                  | 04/18/2012          | 74.35               |
| 4593457             | A/4pack batteries                    |                  | 04/05/2012          | 24.03               |
| 3301370             | A/aa 36 pack                         |                  | 04/16/2012          | 13.63               |
| 9992588             | A/60# sakrete                        |                  | 04/30/2012          | 8.11                |
| 8021610             | A/energizer max d8                   |                  | 05/01/2012          | 12.85               |
| <b>Check Total:</b> |                                      |                  |                     | <b>2,269.12</b>     |

Check No: 35946      Check Date: 05/22/2012      Vendor: 0372      Southern California Edison

|                     |                            |  |            |                 |
|---------------------|----------------------------|--|------------|-----------------|
| 0508121             | Strts/Mulberry/Brentwood   |  | 05/08/2012 | 72.53           |
| 0509122             | Strts/1300 Goodrick dr #Z  |  | 05/09/2012 | 24.19           |
| 0510123             | Wtr/NW cor Anita/Dennison  |  | 05/10/2012 | 1,801.76        |
| 0510124             | Wtr/126 S Snyder av        |  | 05/10/2012 | 123.84          |
| 0508125             | Wtr/129 Brentwood dr       |  | 05/08/2012 | 1,764.26        |
| 0508126             | Wtr/Wht Oak extnd E-Curry  |  | 05/08/2012 | 783.82          |
| 0509127             | Swr/755 Steuber well       |  | 05/09/2012 | 506.54          |
| 0508128             | LLD/Manzanite/Green        |  | 05/08/2012 | 267.83          |
| 0509129             | LLD/115 Manzanita st       |  | 05/09/2012 | 22.16           |
| 05091210            | LLD/209 E Highline rd PED  |  | 05/09/2012 | 21.65           |
| 05081211            | LLD/Dennison/Pinon st      |  | 05/08/2012 | 1,189.11        |
| 05091212            | LLD/1199 Canyon drive East |  | 05/09/2012 | 23.37           |
| 05091213            | LLD/1200 S Dennison        |  | 05/09/2012 | 23.46           |
| 05091214            | LLD/1202 S Dennison        |  | 05/09/2012 | 25.53           |
| 05091215            | LLD/1000 Canyon dr W       |  | 05/09/2012 | 22.72           |
| 05081216            | LLD/Mill st/D st           |  | 05/08/2012 | 72.87           |
| 05121217            | LLD/409 Bailey ct          |  | 05/12/2012 | 139.79          |
| <b>Check Total:</b> |                            |  |            | <b>6,885.43</b> |

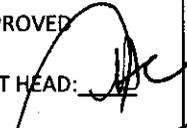
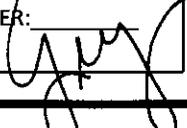
| <u>Invoice No</u> | <u>Description</u>     | <u>Reference</u> | <u>Invoice Date</u>  | <u>Check Amount</u> |
|-------------------|------------------------|------------------|----------------------|---------------------|
| Check No: 35947   | Check Date: 05/22/2012 | Vendor: 3011     | Verizon Wireless     |                     |
| 1079931192        | PD/mobile broadband    |                  | 05/01/2012           | 351.00              |
|                   |                        |                  | <b>Check Total:</b>  | 351.00              |
|                   |                        |                  | <b>Report Total:</b> | <b>36,537.92</b>    |



# COUNCIL REPORTS

**AGENDA SECTION: FINANCE**

**MEETING DATE: JUNE 4, 2012**

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

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

**FROM: HANNAH CHUNG, FINANCE DIRECTOR**

**DATE: MAY 30 , 2012**

**SUBJECT: Appropriation Limit for the Fiscal Year 2012/13**

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## BACKGROUND

In November 1979 the voter of the State of California approved Proposition 4, commonly known as "appropriations limit" or "Gann limit". The proposition created Article XIII B of the State Constitution, a law that requires the state and local governments to adopt an annual appropriation limit. The appropriation limit establishes a limit on the proceeds of taxes that may be appropriated for spending in a given fiscal year.

In June 1990, the Proposition 111 was passed modifying the Proposition 4. Two of the provisions included in Proposition 111 were to provide for an option for local government to select from adjustment factors that would allow them to be more responsive to local growth and to require an annual review of the appropriation limit calculations. The adjustment factors can be based on either the growth in California per capita income (Per Capita Income) or the growth in non-residential assessed valuation due to new construction within the City (New Construction Rate). The adjustment factor for population can be based on either a population growth rate in Tehachapi or Kern County.

The limit is based on actual appropriations from the 1978/79 fiscal year and is increased each year by the population and economic growth factors. The calculation includes only revenues that are classified as proceeds of taxes and allows for certain exclusions including transfers, capital outlays, payment for debt services, appropriations supported by increased gas taxes, appropriations required to comply with mandates of the courts or federal government, such as FLSA overtime or payment of FICA/Medicare Tax.

When the limit is exceeded, Proposition 4 requires the surplus to be returned to the tax payers within two years. Appropriations in the two year period can be averaged before becoming subject to the excess revenue provisions of the Gann limit.

The appropriation limit calculation for the fiscal year 2012/13 is derived from the percentage change in Per Capita Income and the population rate change in the Kern County. The percentage change in Per Capita Income was 3.77% and the population rate changes for the Kern County was 1.18%.

The calculated appropriations limit for the City of Tehachapi for the Fiscal Year 2012-2013 is \$9,723,988.

**FISCAL IMPACT**

No fiscal impact unless appropriations from tax proceeds exceed the limit.

**RECOMMENDATION**

Staff recommends council adopt the resolution establishing an appropriation limit for the fiscal year 2012/13.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF TEHACHAPI ESTABLISHING AN  
APPROPRIATIONS LIMIT PURSUANT TO ARTICLE XIII  
B OF THE CALIFORNIA CONSTITUTION AND  
REPEALING RESOLUTION NO. 26-11**

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WHEREAS, Article XIII B of the California Constitution provides that the total annual appropriations subject to limitation for each governmental entity, including this City, shall not exceed the appropriations limit of such entity of government for the prior year, as adjusted for changes in the California per capita income or assessment roll for new non-residential construction and population, except as otherwise provided for in said Article XIII B and implementing State statutes; and

WHEREAS, pursuant to Section 7910 of the California Government Code, "Each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit and make other necessary determinations for the following fiscal year pursuant to Article XIII B at a regularly scheduled meeting or noticed special meeting"; and

WHEREAS, the City's appropriations limit was last established by Resolution No. 26-11 on June 20, 2011; and

WHEREAS, since the data necessary to calculate the increase in non-residential assessed valuation is generally not available from County assessors' office, there is the possible need to adjust the limit once the assessment data is available; and

WHEREAS, the appropriation limit calculations for fiscal years 2008/09 and 2009/10 were revised using New Construction Rates since New Construction Rates were higher than the Per Capita Income rates for both years; and

WHEREAS, appropriation limit calculations for the following years thereafter were also adjusted since the calculation for the succeeding years is based on the prior year's appropriation limit; and

WHEREAS, the appropriations limit for the City of Tehachapi has been calculated and determined, on a provisional basis, using the per capita income and population factors, for the Fiscal Year 2012-2013 to be \$ 9,723,988; and

WHEREAS, the documentation and calculations necessary to arrive at said limitation amount have heretofore been available for public inspection for the required fifteen (15) days.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tehachapi as follows:

SECTION 1. That an appropriations limit in the amount of \$9,723,988 is hereby established for Fiscal Year 2012-2013.

SECTION 2. That all supporting documentation used in the determination of said appropriations limit be made available at the Tehachapi City Hall during normal business hours for inspection by the public.

SECTION 3. That Resolution No. 26-11 is hereby repealed in its entirety.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 4th day of June, 2012 by the following vote:

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk of the City of Tehachapi, California

I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 4, 2012

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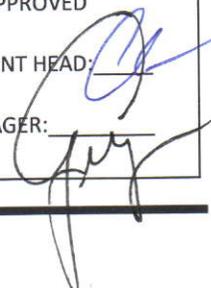
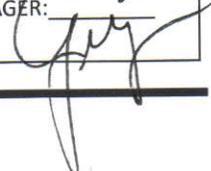
ASHLEY WHITMORE  
Deputy City Clerk of the City of Tehachapi, California



# COUNCIL REPORTS

**AGENDA SECTION: ASSISTANT CITY MANAGER**

**MEETING DATE: JUNE 4, 2012**

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

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

**FROM: CHRIS KIRK, ASSISTANT CITY MANAGER**

**DATE: MAY 30, 2012**

**SUBJECT: HOTDOG FESTIVAL 2012 - TEHACHAPI POPS ORCHESTRA**

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## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and the Tehachapi POPS Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival. The POPS Orchestra will provide a musical performance at Philip Marx Central Park in Tehachapi, CA, from 1:30 pm to 4:00 pm on July 4, 2012. Payment for this entertainment will be in the amount of \$500.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POPS ORCHESTRA**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI POPS, hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4 Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Orchestra will perform on July 4, 2012 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 1:30 p.m. – 4:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00 payable upon completion of the Entertainment.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.
5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from

any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Debby Hand, 206 East F Street, Tehachapi, California 93561, Telephone - (661) 823-9994. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

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ED GRIMES, Mayor  
City of Tehachapi, California

TEHACHAPI POPS

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Deborah Hand



# COUNCIL REPORTS

**AGENDA SECTION: ASSISTANT CITY MANAGER**

**MEETING DATE: JUNE 4, 2012**

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

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

**FROM: CHRIS KIRK, ASSISTANT CITY MANAGER**

**DATE: MAY 30, 2012**

**SUBJECT: HOTDOG FESTIVAL 2012 - TEHACHAPI COMMUNITY ORCHESTRA**

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and the Tehachapi Community Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival. The Tehachapi Community Orchestra will provide a musical performance at Coy Burnett Stadium in Tehachapi, CA, from 7:00 pm to 9:00 pm on July 4, 2012. Payment for this entertainment will be in the amount of \$500.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI COMMUNITY ORCHESTRA**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI COMMUNITY ORCHESTRA, a non-profit corporation, hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4<sup>th</sup> Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Orchestra will perform on July 4, 2012 as follows (the "Entertainment"): at the Coy Burnett Field (Jacobsen Middle School) in Tehachapi, California from 7:00 p.m. – 9:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Sharon Ellsworth, 123 White Oak Dr, Tehachapi, CA 93561. Any party may change any of the foregoing

as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

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

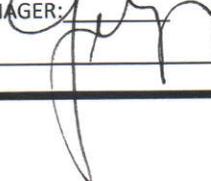
TEHACHAPI COMMUNITY ORCHESTRA

By: \_\_\_\_\_  
Gayle Pitchford, President



# COUNCIL REPORTS

**AGENDA SECTION: ASSISTANT CITY MANAGER**  
**MEETING DATE: JUNE 4, 2012**

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

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

**FROM: CHRIS KIRK, ASSISTANT CITY MANAGER**

**DATE: MAY 30, 2012**

**SUBJECT: HOTDOG FESTIVAL 2012 - KIDDIE AMUSEMENTS**

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Kiddie Amusements Inc. for entertainment at the July 4<sup>th</sup> Hotdog Festival. Kiddie Amusements will provide one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 4:00 pm on July 4, 2012.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE KIDDIE AMUSEMENTS INC.**

## AGREEMENT

THIS AGREEMENT made this 05 day of 23 2012, by and between the CITY OF TEHACHAPI, hereinafter "City", and Cheryl Ruiz dba Kiddie Amusements of Bakersfield [INC., a California Corporation], hereinafter "Contractor,"

### W I T N E S S E T H :

**WHEREAS**, City is sponsoring a July 4, 2012 Hot Dog Festival and wishes to contract with Contractor to provide certain amusements (the "Entertainment"); and

**WHEREAS**, Contractor wishes to contract with City to provide the Entertainment and City is agreeable thereto under the terms and conditions hereinafter described.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees to provide the following Entertainment: One (1) Bounce House, One (1) Giant Slide, One (1) Obstacle Course, One (1) Monkey Motion, and One (1) Rock Wall on July 4, 2012 at Central Park in Tehachapi, California from 11:00 a.m. to 4:00 p.m. (the "Entertainment").
3. All costs incurred by Contractor in providing the Entertainment including, without limitation, insurance costs and fees, transportation, sales tax, and administration, shall be paid by Contractor at its sole cost and expense.
4. In the performance of Contractor's duties hereunder, Contractor shall provide One Bounce House, One Giant Slide, One Obstacle Course, One Monkey Motion, and One Rock Wall; all amusements including but not limited to all equipment, supplies, and other items necessary or convenient to providing the Entertainment at Contractor's sole cost and expense.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder

in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

7. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon notice to Contractor at City's sole and absolute discretion in which case this Agreement shall terminate immediately. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

8. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of

same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

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

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

10. Contractor shall not assign any portion of this Agreement to any other person or entity.

11. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

12. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone -(661) 822-2200; and Contractor - Cheryl Ruiz, 1400 "G" Street, Bakersfield, California, 93301, [www.kiddieamusement.com](http://www.kiddieamusement.com) of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

13. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

14. This Agreement may be amended only by a writing executed by all parties.

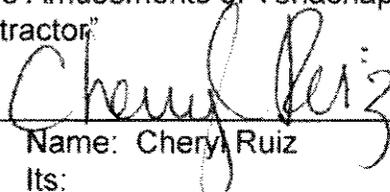
15. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

16. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

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

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

Kiddie Amusements of Tehachapi,  
"Contractor"

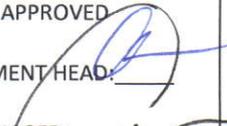
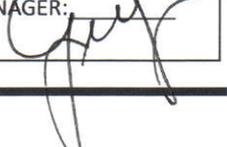
By:   
Name: Cheryl Ruiz  
Its:



# COUNCIL REPORTS

**AGENDA SECTION: ASSISTANT CITY MANAGER**

**MEETING DATE: JUNE 4, 2012**

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

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

**FROM: CHRIS KIRK, ASSISTANT CITY MANAGER**

**DATE: MAY 30, 2012**

**SUBJECT: PYRO SPECTACULARS AGREEMENT**

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## BACKGROUND

As the Council may recall, Pyro Spectaculars, Inc. has provided the fireworks display for the July 4<sup>th</sup> Hotdog Festival in previous years. This year, Staff has worked with Pyro Spectaculars again to initiate a fireworks display at 9:00 p.m. at the Airport on July 4, 2012.

## FISCAL IMPACT

The cost of the fireworks display is \$20,000.00 which includes the full service production, liability insurance and necessary permits. This is a budgeted expense.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.**

## PRODUCTION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Tehachapi, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2012, at approximately 9:00 P.M., at Tehachapi Municipal Airport, Tehachapi, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$20,000.00 USD (TWENTY THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$10,000.00 USD (TEN THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$ 70.00 OR an amount to be determined, for a total of \$10,070.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than May 25, 2012. The balance of the Fee shall be paid no later than July 5, 2012. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Kern County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Tehachapi: 115 S. Robinson St., Tehachapi, CA 93561.

Pyro Spectaculars, Inc.  
P.O. Box 2329  
Rialto, CA 92377  
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Tehachapi  
Program A  
July 4, 2012  
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

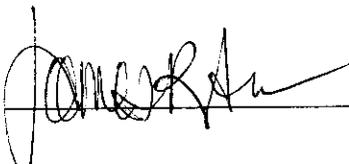
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

**PRICE FIRM through May 25, 2012**  
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.  
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Tehachapi

By:  \_\_\_\_\_  
Its: President

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name

SHOW PRODUCER: Christopher Souza

**SCOPE OF WORK**  
**PYRO SPECTACULARS, INC. ("PYRO")**  
**and**  
**City of Tehachapi ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2012, at approximately 9:00 P.M. at Tehachapi Municipal Airport; Tehachapi, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

| <u>Insurance Requirements</u>  | <u>Limits</u>  |   |
|--|----------------|---|
| <u>Commercial General Liability</u>                                  | \$1,000,000.00 | Combined Single Limit- Each Occurrence<br>(Bodily Injury & Property Damage) |
| <u>Business Auto Liability-<br/>Owned, Non-Owned and Hired Autos</u> | \$5,000,000.00 | Combined Single Limit- Each Occurrence<br>(Bodily Injury & Property Damage) |
| <u>Workers' Compensation</u>   | Statutory      |   |
| <u>Employer Liability</u>  | \$1,000,000    | Per Occurrence  |

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.