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, August 6, 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.

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

2. Brandon Guthrie to address the Council regarding proclamations.

3. Mayor Ed Grimes will present a Proclamation, proclaiming August 7th, 2012 as "National Night Out"

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 28-12
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 July 2, 2012 **- APPROVE AND FILE**

*6. Cross Fit Tehachapi has submitted a Special Use Application for the Hero WOD "Tillman" event. This event will be held on September 8, 2012 from 9:00 am till 3:30 pm at Central Park. They are requesting the closure of the south bound lane of Mojave Street from E Street to Pepper Drive and street barricades – **APPROVE THE HERO WOD "TILLMAN" SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE**

*7. Greater Tehachapi Chamber of Commerce has submitted a special use application for the 49th Annual Tehachapi Mountain Festival event. The event will be on August 17, 2012, through August 19, 2012. They are requesting the closure certain downtown streets **– APPROVE THE 49TH ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES AND APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI CHAMBER OF COMMERCE, SUBJECT TO CITY CONDITIONS**

*8. Tehachapi Heritage League has submitted a special use application for a Western Reenactment event. The event will be held on Saturday, August 18, 2012, from 12:00 pm until 2:00 pm. They are requesting the closure of Green Street from E Street to the alley south of E Street **– APPROVE THE WESTERN REENACTMENT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURE, SUBJECT TO CITY CONDITIONS**

9. 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. This appointment will fill a four year term which expires on June 30, 2014. The City Clerk's office received applications from two qualified applicants, Mariana Teal and Brandon M. Guthrie **– APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI PLANNING COMMISSION FOR A FOUR YEAR TERM TO EXPIRE ON JUNE 30, 2014**

FINANCE DIRECTOR REPORTS

*10. Disbursements, bills, and claims for June 28, 2012 through August 1, 2012 **– AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

*11. John and Jeanine Kabler are requesting to terminate their ground lease agreement for Hangar Site 58W – **APPROVE THE LEASE TERMINATION AND QUITCLAIM DEED FOR HANGAR SITE 58W**

UTILITY MANAGER REPORTS

12. Presentation of 2011 Annual Water Quality Report – **INFORMATIONAL REPORT**

POLICE CHIEF REPORTS

*13. The City previously entered into a School Resource Officer Memorandum of Understanding (MOU) with the Tehachapi Unified School District. The MOU assigned a School Resource Officer from the Tehachapi Police Department to the TUSD in exchange for reimbursement from the TUSD to the City for fifty percent (50%) of the officer's salary, benefits, and TUSD approved overtime - **APPROVE AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

ASSISTANT CITY MANAGER REPORTS

14. As part of the City's Weed Abatement Program, the City can recoup its cost of abatement on non-compliant properties by placing a tax lien against the property. Prior to placing a lien on a property, the City Council must adopt a resolution confirming the approval of the City Clerk – **ADOPT THE RESOLUTION CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH, SUBJECT TO REVISION AND APPROVAL OF THE CITY ATTORNEY**

15. On May 7, 2012, the City Council authorized Staff to advertise, and receive bids, for Tract 6216 Public Improvements project. At this time Staff would like to split the current project into two projects to allow for lower construction costs – **REJECT THE BIDS FOR THE TRACT 6216 PUBLIC IMPROVEMENTS PROJECT**

16. Tehachapi Blvd Phase IV Project has been design and circulated for public bid. One bid was received from Kern Pacific Construction for $499,639.25 – **AWARD THE TEHACHAPI BLVD PHASE IV PROJECT TO KERN PACIFIC CONSTRUCTION IN THE AMOUNT OF $499,639.25 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR $24,981.96**

17. The City water department has made multiple repairs each year to the existing water line on C Street from Curry Street to Mill Street and the fire suppression line does not meet current City Standards. Staff has prepared plans and specification to replace the water line on C Street – **DIRECT STAFF TO SOLICIT AND RECEIVE BIDS FOR THE C STREET WATERLINE PROJECT**

CITY MANAGER REPORTS

18. On August 4, 2008, the Council approved an agreement between the City of Tehachapi and the Tehachapi Community Theater (TCT) for the lease of the BeeKay Theater. At this time it is necessary to amend the lease to stipulate that the City will provide sewer and water services at its own expense **– APPROVE THE SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY THEATER**

*19. The City received a letter from the State Controller's Office regarding the reversal of RDA asset transfers that occurred after January 1, 2011 – **INFORMATION**

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

MAYOR APPOINTMENTS

21. Mayor Grimes to appoint one member to the Tehachapi Events Center Oversight Committee

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Approval of closed session minutes of July 2, 2012.

2. Public Employment - City Manager Evaluation per Government Code Section 54957.

ADJOURNMENT

AGENDA

Brandon M. Guthrie

Marketing and Public Relations Director
Tehachapi Performing Arts Center (TPAC) Foundation
(C) 661 – 972 – 3638
BrandonMGuthrie@hotmail.com

Attn: Greg Garrett
Tehachapi City Manager
115 South Robinson St.
Tehachapi, CA 93561
Phone: (661) 822 – 2200 X 105
ggarrett@tehachapicityhall.com

June 11, 2012

Dear Mr. Garrett,

I would like to request from you, as our City Manager, if I could please be put on the next City Council Agenda, Monday, July 16, 2012. The reason that I would like to be on the next City Council Meeting Agenda is that, as the TPAC Foundation has an office in downtown Tehachapi, I would like to ask our Honorable Mayor Grimes, all other City Council Members, and City Staff, to make a promise to our arts groups, and artists here in Tehachapi to start handing out awards and making proclamations to those art groups and artists who help to promote Tehachapi, and make the city more beautiful.

.

Other groups and people have received these items, while no art groups or artists have.
One of our Economical Structures here in Tehachapi is Tourism, and the arts and artists of Tehachapi help to provide a foundation for that economical structure. This is what makes up much of downtown Tehachapi – the shops and buildings that involve the arts and artists. Our local events include musicians and booths where artists sell their work.

If the City Council would like to hand out an award that evening, I think the best candidate for the award would be Lyn Bennett, as she painted all the murals, making our downtown look more beautiful. I do have her contact information to contact her immediately to be at the next City Council Meeting, if the council would like to hand out her an award of appreciation.

Thank you very much for your time, help and consideration on this, I greatly appreciate. Please feel free to email me, or call me with any questions, comments, or concerns you may have. Once again, thank you, and I look forward to seeing the next City Council Agenda, and hopefully being on it.

Respectfully,

Brandon Guthrie

AGENDA

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, July 2, 2012 – 6:00 P.M.

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

	ACTION TAKEN
CALL TO ORDER Meeting called to order by Mayor Grimes at 6:00 p.m. **ROLL CALL** Roll call by City Clerk Denise Jones. Present: Mayor Grimes, Mayor Pro-Tem Smith, Councilmembers, Wiggins, Nixon and Vachon Absent: None **INVOCATION** By Kevin Caudle of Christian Life Assembly **PLEDGE TO THE FLAG** Led by Councilmember Wiggins **CONSENT AGENDA** Approved consent agenda.	**Approved Consent Agenda Sm/Ni Ayes All**
AUDIENCE ORAL COMMUNICATIONS 1. General public comments regarding matters not listed as an agenda item were received from: a. Cheley Kitzmiller, Have A Heart Humane Society, asked about progress in getting an animal shelter in Tehachapi and submitted call log.	

ACTION TAKEN

b. Stan Beckham, city resident, spoke about County Board of Supervisor meeting and asked city to help out Golden Hills residents who are having sewer issues.
c. Sharon Cornelison, Tehachapi Humane Society, spoke about current animal control issues in Tehachapi and suggested putting up signs to help.
d. Brandon Guthrie, city resident, spoke about animal control issues, about master bike path plan and about grant money.
e. Naomi Francis spoke about leash law being enforced.
f. Gina Christopher, Books and Crannies, spoke about animal control issue in Tehachapi (she gets 3-5 calls per day).

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 Sm/Ni Ayes All

*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on June 18, 2012 - **APPROVED AND FILED.**

Approved & Filed Sm/Ni Ayes All

4. The 6th Annual Tehachapi Food and Wine Festival will be held on Saturday, August 4, 2012. The applicant, David Brust with Taste of Tehachapi, requests street closures, barricades, and traffic control assistance – **DEPUTY CITY CLERK ASHLEY WHITMORE GAVE REPORT; COUNCILMEMBER VACHON RECUSED HERSELF DUE TO A POTENTIAL CONFLICT OF INTEREST; DAVID BRUST, EVENT HOLDER, GAVE PRESENTATION; BRANDON GUTHRIE, CITY RESIDENT, SPOKE ABOUT PARKING DURING EVENTS; DEBBIE SZYDLOWSKI, DEBBIE'S FABRICS, SUGGESTED HAVING "CUSTOMER PARKING" DURING EVENTS; DONNA FISHMAN, SPOKE IN FAVOR OF EVENT; CHARLES WHITE, CITY RESIDENT, GAVE HISTORY OF EVENT; BUDDY CUMMINGS SPOKE IN FAVOR OF EVENT; NIKKI CUMMINGS, SPOKE IN FAVOR OF EVENT; FRANK SPACCAIELLI, PACINO'S, SPOKE IN FAVOR OF EVENT; GINA CHRISTOPHER SPOKE ABOUT APPEARANCE OF DOWNTOWN; COUNCILMEMBER WIGGINS AND NIXON SPOKE IN FAVOR OF EVENT; COUNCILMEMBER SMITH ASKED ABOUT IMPACT ON BUSINESSES; APPROVED THE 6TH ANNUAL TEHACHAPI FOOD AND WINE FESTIVAL SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS.**

Approved The 6th Annual Tehachapi Food & Wine Festival Special Event Application & Associated Street Closures Subject To City Conditions Ni/Wi Motion Carried Abd: Va

	ACTION TAKEN
FINANCE DIRECTOR REPORTS	
*5. Disbursements, bills, and claims for June 8, 2012 through June 21, 2012 –**AUTHORIZED PAYMENTS.**	Authorized Payments Sm/Ni Ayes All
ASSISTANT CITY MANAGER REPORTS	
*6. The City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Tehachapi Blvd. Phase IV Project in downtown Tehachapi. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under the Master Agreement – **ADOPTED RESOLUTION NO. 27-12, AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 014-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AIR PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. RPSTPLE-5184(016)**	Adopted Res. No. 27-12, Authorizing The Mayor To Sign & Execute Program Supplement Agreement No. 014-N To Administering Agency-State Agreement For Federal-Air Projects, Agreement No. 09-5184R, Project No. RPSTPLE-5184(016) Sm/Ni Ayes All
CITY MANAGER REPORTS	
*7. The City Attorney is requesting approval to attend the City Attorneys' Conference at the annual League of California Cities Conference on September 6-7. The City Attorney estimates that the City's cost for his attendance would be $220.00 - **APPROVED THE CITY ATTORNEY'S ATTENDANCE AT THE CITY ATTORNEYS' CONFERENCE OF THE LEAGUE OF CALIFORNIA CITIES FOR AN APPROXIMATE COST OF $220.00.**	Approved The City Attorney's Attendance At The City Attorneys' Conference Of The League Of California Cities For An Approximate Cost Of $220.00 Sm/Ni Ayes All
8. Report to Council regarding current activities and programs – **VERBAL REPORT.**	Gave Report
AIRPORT MANAGER REPORTS	
*9. Mr. Charles L. Weinke, owner of hangar 19E, would like to sell his hangar to Kenneth R. Hetge and Della Dusel Hetge for $20,000. Prior to this transaction, the Council must decide whether or not to exercise its right of first refusal for airport property. Should the Council not wish to exercise this right, it may then approve the lease transfer to Mr. and Mrs. Hetge – **WAIVED THE CITY'S RIGHT OF FIRST REFUSAL FOR HANGAR 19E AND APPROVED THE LEASE ASSIGNMENT TO KENNETH AND DELLA HETGE.**	Waived The City's Right Of First Refusal For Hangar 19E & Approved The Lease Assignment To Kenneth & Della Hetge Sm/Ni Ayes All
COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS	
1. Councilmember Smith reported on the KernCOG meeting he attended on June 28, 2012.	

ACTION TAKEN

2. Mayor Grimes spoke regarding Warrior Park dedication, pancake breakfast, and Bad Bulls event.

CLOSED SESSION

1. Conference with legal counsel regarding possible litigation from the Broome Family Trust per Government Code Section 54956.9(c)

ADJOURNMENT

The City Council/Boards adjourned at 7:25 p.m. 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, July 16, 2012, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 6th day
Of August, 2012.

ED GRIMES
Mayor, City of Tehachapi

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: AUGUST 1, 2012

SUBJECT: HERO WOD "TILLMAN" SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION

Ryan Finnegan, Cross Fit Tehachapi

EVENT DESCRIPTION

The Hero WOD "Tillman" event will be held on 9/8/2012 starting at 9 am and ending at 3:30 pm. This event will help raise money for the Pat Tillman Foundation and will be held in Central Park and the west lane of Mojave Street from E Street to Pepper Drive. This event is open to the public.

APPLICANT REQUESTS

- Closure of south bound lane of Mojave Street from E Street to Pepper Drive
- Street Barricades from Public Works Department

STAFF CONDITIONS

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

RECOMMENDATION

APPROVE THE HERO WOP "TILLMAN" SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND CITY ATTORNEY APPROVAL OF INSURANCE

AGENDA

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

TEHACHAPI CALIFORNIA
Live Up.

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

RECEIVED
JUL 23 2012
City of Tehachapi

SPECIAL USE/EVENT APPLICATION

Organization: CrossFit Tehachapi

Event Contact: Ryan Finnegan / Melissa Finnegan

Phone Number: Ryan (619)729-1513 Melissa (858)248-5598

Address: 27900 Cumberland Rd

City: Tehachapi State: CA Zip Code: 93561

E-mail Address: ryan@crossfittehachapi.com melissa@crossfittehachapi.com

Event Name: Hero WOD "Tillman"

Event Location: Central Park

Event Date(s): 8 Sep 12 Event Time(s): 0900 – 3:30

Describe Event: (Street Closures, Activities, Participation, Etc.) Request 1 lane of traffic on S. Mojave ST next to the Park, to conduct running portion of workout. 15-20 participants.

This is a CrossFit workout named after NFL Football star turned U.S. Army Ranger Pat Tillman. Pat was killed in action. The Pat Tillman Foundation provides scholarships to veterans, service members and their families. To date the PTF has provided $3.2 M in 230 scholarships covering 34 states and 71 academic institutions. We hope to help build upon that number w/ strong support from our community.

Is the event open to the Public? ☒ Yes ☐ No

Is event for money raising purposes? ☒ Yes ☐ No

If Yes, what will the proceeds be used for? Pat Tillman Foundation (501c3)

Will alcoholic beverages be served? ☐ Yes ☒ No

Will alcoholic beverages be sold? ☐ Yes ☒ No

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

AGENDA

Event Name Hero WOD "Tillman" Event Date(s) 8 Sep 12

Please Describe How The Following Will Be Accomplished:

Street Barricades Public works ~~request T.P.A~~ provide cones and 1-2 officers to conduct traffic control (VIPS)

Traffic Control 1-2 officers to ensure athletes safety (VIPS)

Crowd Control ↑

Utility Services: Water, Sewer, Electric N/A

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance Conducted by volunteers prior to event + departing

Security N/A

Site Facilities N/A

Health Dept. N/A

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

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

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

Applicant Signature Date 7/11/12

Office Use Only

☐ Insurance Certificate ☐ List Of Vendors ☐ Meeting

☐ Deposit ☐ Plot Plan Date

Time

☐ CM	☐ PW	☐ A	☐ HD
☐ CPM	☐ CD	☐ P	☐ BL
☐ LC	☐ BI	☐ F	☐ C

Notes

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.

2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.

3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.

4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.

5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.

6. Permits may not be transferred, assigned or sublet.

7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.

2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.

3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.

4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.

5. Any function where alcoholic beverages will be permitted shall require an additional ($50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.

2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.

3. All refunds will be mailed as soon as possible following conclusion of the activity.

4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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

Applicant Signature

7/11/12

Date

Print Form

AGENDA

[redacted]

Sign off and return this page only, keep the application for your records.

[redacted]

Event Name Hero WOD "Tillman" Date 9/8/12

Department

Comments

AGENDA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2012

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

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

PRODUCER
NEXO Insurance Services, Inc.
111 N. Sepulveda Blvd Ste 243
Manhattan Beach CA 90266

CONTACT NAME: Eric Reingen
PHONE (A/C, No, Ext): (310) 937-2007 FAX (A/C, No): (310) 937-1127
E-MAIL ADDRESS: ereingen@nexoins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CrossFit Risk Retention Group,	13720
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Melissa Finnegan
27900 Cumberland Rd.
Tehachapi CA 93561

COVERAGES CERTIFICATE NUMBER: CFRRG 2011-2012 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liability- Claims Made Insurance GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			AFFL0594	10/24/2011	10/24/2012	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AFFL0594	10/24/2011	10/24/2012	COMBINED SINGLE LIMIT (Ea accident)	$ Included
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Fundraiser - September 8, 2012. The City of Tehachapi, its council members, officers, emloyees and agents are namde as additional insured where required by written contract with respects to general liability arising out of operations of the named insured. Sexual Abuse and Molestation Limit $100,000.

CERTIFICATE HOLDER

The City of Tehachapi, its Council Member
Officers, Employees and Agents
115 South Robinson Street
Tehachapi, CA 93561

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jan Gable/CSR

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AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: ____

CITY MANAGER: ____

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: AUGUST 1, 2012

SUBJECT: 49TH ANNUAL TEHACHAPI MOUNTAIN FESTIVAL

APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

EVENT DESCRIPTION

The 49th Annual Mountain Festival will be held from 8/17/2012 – 8/19/2012. This festival will encompass many events with various street closures throughout downtown. This event is open to the public.

APPLICANT REQUESTS

- Closure of F Street from Curry Street to South Robinson Street 8/19/12
- Closure of South Green Street from Tehachapi Blvd. to D Street 8/19/12
- Closure of Mojave Street from Pepper Drive to E Street 8/17/11 – 8/19/12
- Closure of E Street from Mojave Street to South Robinson Street 8/17/12 – 8/19/12
- Closure of F Street from Kmart to Snyder Street 8/18/12
- Street Barricades from Public Works Department

STAFF CONDITIONS

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

Building Inspector: (see attached)

RECOMMENDATION

APPROVE THE 49th ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION, ASSOCIATED STREET CLOSURES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE, SUBJECT TO CITY CONDITIONS.

AGENDA

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

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

SPECIAL USE/EVENT APPLICATION

Organization: Greater Tehachapi Chamber of Commerce

Event Contact: Ida Perkins Cell 661-345-8146 Phone Number: +1 (661) 822-4180

Address: 209 E. Tehachapi Blvd, PO Box 401

City: Tehachapi State: CA Zip Code: 93561

E-mail Address: idaperkins@tehachapi.com

Event Name: 49th Annual Tehachapi Mountain Festival

Event Location: Please See Attached Event Binder - Numerous Locations

Event Date(s): August 17th through August 19th, 2012 Event Time(s): Varies - please see event binder

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

Please See Attached Event Binder

Is the event open to the Public? [X] Yes [ ] No

Is event for money raising purposes? [X] Yes [ ] No

If Yes, what will the proceeds be used for? To fund Chamber Programs

Will alcoholic beverages be served? [X] Yes [ ] No

Will alcoholic beverages be sold? [X] Yes [ ] No

If Yes, what is A.B.C. Permit No? Will be applied for on July 17, 2012, copy to City once received

AGENDA

Event Name 49th Annual Tehachapi Mountain Festival Event Date(s) Aug. 17th - Aug. 19th, 2012

Please Describe How The Following Will Be Accomplished:

Street Barricades Please See Attached Event Binder

Traffic Control Please See Attached Event Binder

Crowd Control Please See Attached Event Binder

Utility Services: Water, Sewer, Electric N/A

Lights Please See Attached Event Binder

Dust Control Please See Attached Event Binder

Site Clean-up & Maintenance Please See Attached Event Binder

Security Please See Attached Event Binder

Site Facilities Please See Attached Event Binder

Health Dept. Please See Attached Event Binder

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

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

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

Applicant Signature _____ Date June 12, 2012

Office Use Only

☐ Insurance Certificate ☐ List Of Vendors ☐ Meeting

☐ Deposit ☐ Plot Plan Date

Time

☐ CM	☐ PW	☐ A	☐ HD
☐ CPM	☐ CD	☐ P	☐ BL
☐ LC	☐ BI	☐ F	☐ C

Notes

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.

2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.

3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.

4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.

5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.

6. Permits may not be transferred, assigned or sublet.

7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.

2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.

3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.

4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.

5. Any function where alcoholic beverages will be permitted shall require an additional ($50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.

2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.

3. All refunds will be mailed as soon as possible following conclusion of the activity.

4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than ten (10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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

Applicant Signature

6/12/12
Date

Print Form

OFFICE USE ONLY

Sign off and return this page only, keep the application for your records.

OFFICE USE ONLY

Event Name ______________________ Date ______________

Department

Comments

OFFICE USE ONLY

OFFICE USE ONLY

Conditions of Approval for Proposed
Open-Air Special Events

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

JH Hasselbrink
Chief Building Inspector
City of Tehachapi

Kern County Fire Marshall
661-391-7000

AGENDA

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

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

SPECIAL USE/EVENT APPLICATION

Organization: Greater Tehachapi Chamber of Commerce

Event Contact: Ida Perkins Cell 661-345-8146 Phone Number: +1 (661) 822-4180

Address: 209 E. Tehachapi Blvd, PO Box 401

City: Tehachapi State: CA Zip Code: 93561

E-mail Address: idaperkins@tehachapi.com

Event Name: 49th Annual Tehachapi Mountain Festival

Event Location: Use of Centennial Plaza for Mountain Festival Car Show

Event Date(s): Sunday, August 19, 2012 Event Time(s): 6:00 a.m. - 4:00 p.m.

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

Request use of Centennial Plaza for Mountain Festival Car Show. Car Show Committee will set up their check in and raffle tables & prizes in the plaza.

All other required information is submitted in the 49th Annual Tehachapi Mountain Festival Event Binder

Is the event open to the Public? ☒ Yes ☐ No

Is event for money raising purposes? ☒ Yes ☐ No

If Yes, what will the proceeds be used for? Scholarship Program

Will alcoholic beverages be served? ☐ Yes ☐ No

Will alcoholic beverages be sold? ☐ Yes ☐ No

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

Event Name 49th Annual Tehachapi Mountain Festival Car Show Event Date(s) Sunday, August19, 2012

Please Describe How The Following Will Be Accomplished:

Street Barricades Please See Attached Event Binder

Traffic Control Please See Attached Event Binder

Crowd Control Please See Attached Event Binder

Utility Services: Water, Sewer, Electric N/A

Lights Please See Attached Event Binder

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Office Use Only

☐ Insurance Certificate ☐ List Of Vendors ☐ Meeting

☐ Deposit ☐ Plot Plan Date

Time

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

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

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

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

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

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

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INDEMNIFICATION

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

Applicant Signature

Date 6/12/12

Print Form

AGENDA

OFFICE USE ONLY

Sign off and return this page only, keep the application for your records.

OFFICE USE ONLY

Event Name ______________________ Date ______________

Department

Comments

OFFICE USE ONLY

OFFICE USE ONLY

AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2012, by and between the CITY OF TEHACHAPI, hereinafter referred to as "City," and the GREATER TEHACHAPI CHAMBER OF COMMERCE, hereinafter referred to as "Licensee,"

W I T N E S S E T H:

WHEREAS, Licensee wishes to use City facilities (the "Facilities") to conduct the annual Tehachapi Mountain Festival; and

WHEREAS, City is agreeable to granting Licensee a license to used the Facilities to conduct the Tehachapi Mountain Festival under the following terms and conditions.

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

1. **LICENSE**. City hereby grants to Licensee a revocable license and right to enter upon and have use of the Facilities as more particularly described in the attached Exhibit "A", which is made a part hereof by this reference, for the purpose of conducting the Tehachapi Mountain Festival.

2. **TERM**. The term of this license shall be from August 13, 2012 to August 19, 2012. The hours of use shall be from 7:00 a.m. to 11:00 p.m. each day.

3. **FEE**. No fee shall be charged by City to Licensee.

4. **INSURANCE**.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than $1,000,000.00 per occurrence with the following coverages and extensions of coverage:

(1) Bodily injury, including death resulting therefrom, and property damage liability;

(2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Facilities but arising out of the activities conducted under this agreement.

(4) Non-owned automobile liability for on-premises and off-premises activity;

(5) Coverage for all loading or unloading of vehicles on-premises and off-premises to the extent that said off-premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify City as set forth in Article 5 herein;

(8) For the year 2012, Licensee shall not be required to provide products liability for all products distributed whether by sale or otherwise by all individuals, organizations, or other legal entities at the festival;

(9) Liquor legal liability and host liquor liability;

(10) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the City and all of its agents, officers, Councilmembers, commissioners, employees, and representatives as additional insureds.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by City.

(D) Said insurance shall be primary coverage insurance and no insurance of City shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to City.

(F) Licensee shall provide City on or before August 1, 2012 with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of the Article

4. Licensee shall further provide City on or before August 1, 2012 with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than $1,000,000 per occurrence covering their activities at the Mt. Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide City with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming City, its Councilmembers, commissioners, officers, employees and agents as additional insured and agreeing to notify City at least thirty (30) days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by City. City also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to City's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Facilities.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Facilities. The City Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

5. **INDEMNIFICATION**. Licensee shall indemnify, defend, and hold harmless the City, its officers, Councilmembers, commissioners, agents, and employees, 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 Licensee or its agents, employees, volunteers, or contractors.

6. **OBLIGATIONS OF LICENSEE**. In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Facilities and the areas immediately adjacent to the Facilities throughout the term of this Agreement and to the satisfaction of the City Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Facilities and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the City Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Insure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Facilities be provided and maintained at all times during the term of this agreement and set aside, identify by appropriate signage, and keep clear for use a passenger loading area at Facilities equal in length to two regulation automobile parking spaces to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Facilities impacted by its activities under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

7. **NO WARRANTIES**. City makes no warranty or representations as to the condition of the Facilities or its use for Licensee's purposes. City shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in Licensee's activities.

8. **ADVERTISING CONTENT AND PROMOTION**. Licensee shall be solely responsible for promoting and advertising its events. Licensee shall not refer to City, its officers, Councilmembers, commissioners, employees or agents in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. **INCOME**. Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. **CLEAN UP AND DAMAGES**. If, in the sole opinion of City, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, City may, at its sole option, perform such clean up and repairs for the account of Licensee.

Clean up of the Facilities shall be the responsibility of Licensee and shall be completed not later than 1:00 p.m. on Monday, August 20, 2012. Licensee shall cause to be repaired at its own expense any and all damage to the Facilities which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than August 30, 2012, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, City, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, City may, at its sole option, charge Licensee the amount of said clean up and repairs.

11. **SAFETY**. Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Facilities during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Facilities and barred from reentry. It shall be the duty of Licensee to insure that safety will

be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the City Manager or, in the City Manager's absence, the highest official representative of City at the Facilities is of the opinion that Licensee is not fulfilling its requirement hereunder, the City Manager or other City personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Facilities.

12. **NON-DISCRIMINATION**. Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Facilities including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. **CITY RULES**. Licensee shall obey all rules and regulations promulgated by City and as amended from time to time. Said rules and regulations are on file with the City Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any oral directives of the City Manager or his designated representative during the term of the Agreement.

14. **ORDERLY USE**. Licensee's use of the Facilities shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. **TERMINATION**. This license may be terminated by City or the City Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by City Manager in his sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by City Manager in his sole discretion;

(C) The failure of Licensee to expel or otherwise restrict from the Facilities any person or persons acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the expressed written consent of City.

In the event City Manager terminates this Agreement, neither City, its agents, officers, Councilmembers, commissioners, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify City against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. **NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING**. Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Facilities for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Facilities. City reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of City.

17. **WAIVER**. The failure of City to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by City of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. **AMENDMENTS**. No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. **CITY-LICENSEE RELATIONSHIP**. Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between City and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of City. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. **NOTICES**. All notices herein provided to be given by either party to the other shall be deemed to have been served when personally delivered or when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, or sent by confirmed facsimile transmission ("fax") or by electronic mail ("email") addressed as follows: to City: City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2249, Email -

ggarrett@tehachapicityhall.com; and to Licensee: Manager, Greater Tehachapi Chamber of Commerce, P.O. Box 401, Tehachapi, California 93581, Fax – (661) 822-9036, Email – idaperkins@tehachapi.com.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. **SURRENDER**. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Facilities in as good a condition as prior to Licensee's use, ordinary wear and tear excepted.

22. **ARTICLE HEADINGS**. The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. **TIME OF ESSENCE**. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. **ORGANIZATIONAL AUTHORITY**. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to City by August 1, 2011, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with City.

25. **CUMULATIVE REMEDIES**. The remedies given to City in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. **GOVERNING LAW**. This Agreement shall be governed by and be subject to and construed according to the laws of the State of California.

27. **INVALIDITY**. If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. **ATTORNEY FEES**. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in

relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. **SIGNS**. Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the premises without the prior written consent of the City Manager.

30. **ENTIRE AGREEMENT**. This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. **INTERPRETATION**. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. **NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES**. No member, official, employee, or Councilmember of City shall be personally liable to Licensee in the event of any default by City in the performance of any obligation of City under the terms of this Agreement.

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

_____
Ed Grimes, Mayor, City of Tehachapi,
California, City

GREATER TEHACHAPI CHAMBER OF
COMMERCE, Licensee

By: _____
Marty Pay, Chairperson
Board of Directors

By: _____
Ida Perkins, President - Secretary

EXHIBIT "A"

[Description of City Facilities]

See attached

AGENDA

RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE GREATER TEHACHAPI CHAMBER OF COMMERCE

WHEREAS, there has been presented to this meeting a form of Agreement between The Greater Tehachapi Chamber of Commerce, hereinafter referred to as "GTCC" and the City of Tehachapi, hereinafter referred to as "City" for use of City facilities to conduct the annual Tehachapi Mountain Festival®.

WHEREAS, this Board has reviewed such form of Agreement and such terms and finds that it is in the best interest and to the benefit of the GTCC to enter into and perform such an agreement on such terms;

NOW THEREFORE BE IT RESOLVED, that the President and the Chairman of the Board of Directors of GTCC, and each of them, be and hereby is authorized to execute, in the name and on behalf of GTCC, and deliver a Agreement between GTCC and City, substantially in the form of the Agreement presented to this meeting.

Date: 7/2/12

Directors

Signed: T. Wallace
Print Name: Tammy Wallace

Signed: Marty Pay
Print Name: Marty Pay

Signed: Claudia Henson
Print Name: Claudia Henson

Signed: T. Kielpinski
Print Name: Tim Kielpinski

Signed: Carl H F Genricke
Print Name: Carl H F Genricke

Signed: _____
Print Name: _____

Signed: Carolyn Wiles
Print Name: Carolyn Wiles

Signed: _____
Print Name: _____

Signed: PD
Print Name: PHIL DORLING

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: ____

CITY MANAGER: ____

AGENDA SECTION: CITY CLERK

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: AUGUST 1, 2012

SUBJECT: WESTERN REENACTMENT

APPLICANT AND ORGANIZATION

Charles White, Tehachapi Heritage League

EVENT DESCRIPTION

The Western Reenactment will be held on 8/18/2012 beginning at noon and ending at 2 pm. This event will be held on Green Street from E Street to the alley south of E Street and is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from E Street to the alley south of E Street
- Street Barricades from Public Works Department

STAFF CONDITIONS

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

RECOMMENDATION

APPROVE THE WESTERN REENACTMENT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.

AGENDA

Fax: (661) 822-8559

TEHACHAPI
CALIFORNIA
Live Up.

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

RECEIVED
JUL 31 2012
City of Tehachapi

SPECIAL USE/EVENT APPLICATION

Organization: Tehachapi Heritage League

Event Contact: Charles White Phone Number: 972-0958

Address: 310 S. Greeen St.

City: Tehachapi State: CA Zip Code: 93561

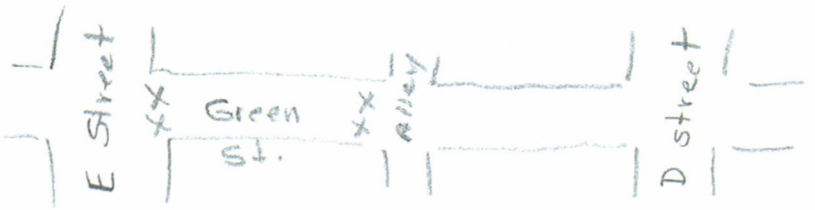
E-mail Address: charlesewhite@sbcglobal.net

Event Name: Western Reinactment

Event Location: 310 S. Green St

Event Date(s): Sat, Aug. 18, 2012 Event Time(s): 12pm - 2pm Street closure 8AM - 3PM

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



X = baricade

Is the event open to the Public? ☒ Yes ☐ No

Is event for money raising purposes? ☐ Yes ☒ No

If Yes, what will the proceeds be used for?

Will alcoholic beverages be served? ☐ Yes ☒ No

Will alcoholic beverages be sold? ☐ Yes ☒ No

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

AGENDA

Event Name Western Reinactment Event Date(s) 8/18/2012

Please Describe How The Following Will Be Accomplished:

Street Barricades needed in [illegible] of [illegible] street, alley [illegible] [illegible] of event

Traffic Control N/A

Crowd Control N/A

Utility Services: Water, Sewer, Electric N/A

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance TAL will provide

Security N/A

Site Facilities N/A

Health Dept. N/A

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

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is $63.54 per hour ($190. 62 for the first call out of the day) and is subject to change.

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

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

Applicant Signature Charles E. White Date 7/31/12

Office Use Only

☐ Insurance Certificate ☐ List Of Vendors ☐ Meeting

☐ Deposit ☐ Plot Plan Date

Time

☐ CM	☐ PW	☐ A	☐ HD
☐ CPM	☐ CD	☐ P	☐ BL
☐ LC	☐ BI	☐ F	☐ C

Notes

AGENDA

12:35 From:MEDICAL ADMIN

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

City of Tehachapi

RECEIVED
JUL 19 2012
City of Tehachapi

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

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY
City Resident: ☐ Yes ☐ No

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

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

Name: Teel, Mariana

Address: 909 Cathy Lane

City: Tehachapi State: CA Zip Code: 93561

Phone Number: +1 (661) 822-4152 Fax Number:

Email: dteel@bak.rr.com

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

1. Planning Commission
2.
3.
4.

Occupation: Registered Nurse , Chief Nurse Executive

Business Name: State of California Dept. of Corrections and Rehabilitation

Address: End of Hwy 202

City: Tehachapi State: CA Zip Code: 93561

Phone Number: +1 (661) 822-4402 Fax Number: +1 (661) 823-5004

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

University of Phoenix	Masters in Business Administration (MBA).
University of Phoenix	Bachelors in Management
Bakersfield College	Associate of Science in Nursing

Other special training or experience:

Cal State Bakersfield Certification in Public Administration

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

Currently: Kern Health Systems Board of Directors appointed by the County of Kern Board of Directors 2011-
Mayor City of Tehachapi 2002-2004
City of Tehachapi Council Member 1996-2006
Kern County Air Pollution Board 2004
Kern Count Waste Management Board 2006
Kern County AIDS Commission 2000

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

Truly I would be honored to serve on the City of Tehachapi Planning Commission. I am still actively involved in my community because I am currently serving on the Kern County Health System's (KHS) Board of Director's for the Kern County Board of Supervisors. My Commissioner position on KHS Board of Director's has kept me very involved with not only Tehachapi, but with all of the County of Kern. I have a full understanding of serving on a board for a public entity. If I am appointed to the Planning Commission I comprehend what my role is and what the expectations are to the City Council. My desire is to serve the Community of Tehachapi, and the City Council; hopefully my experience, and a sincere desire to serve my community will be a strong consideration for this appointment.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field Mariana Feil Date/Time Field July 18. 2016

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

AGENDA

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

City of Tehachapi

RECEIVED
JUL 31 2012
City of Tehachapi

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

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY
City Resident: ☐ Yes ☐ No

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

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

Name: Brandon M. Guthrie

Address: 1371 Wild Olive Rd.

City: Tehachapi State: CA Zip Code: 93561

Phone Number: (661) 972-3638 Fax Number: (661) 822-3825

Email: BrandonMGuthrie@hotmail.com

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

1. Planning Commission Appointment
2.
3.
4.

Occupation: Sales, Marketing, Public Relations Consultant

Business Name: BMG Consulting

Address: 1371 Wild Olive Rd.

City: Tehachapi State: CA Zip Code: 93561

Phone Number: (661) 972-3638 Fax Number: (661) 822-3825

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

Northwest High School, Cana Futon, CT
College of Charleston, Charleston, SC
Hunter College, New York, NY

Other special training or experience:

Accounting, Project/Business Management, Event Planning

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

2011- Event Planner for California State Old Time Fiddler Association District #3
2012- Marketing and PR Director for the Tehachapi Performing Arts Center
President/Event Planner for CSOTFA District #3

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

Please see Attachment

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

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

AUTHORIZATION AND RELEASE

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

Signature Field Brenton M. Duthie Date/Time Field 7/30/2012

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

AGENDA

Attachment For Planning Commission Appointment Application (Why I wish to serve on the Planning Commission for the City of Tehachapi)

The reason that I wish to serve on the Planning Commission for the City of Tehachapi is first and foremost, to work together with the other Planning Commission Members, and city staff, to serve the citizens Tehachapi. Second, as I have a love for this city, I would like to over see the continued development of it as it grows. In overseeing the city's continued development I would want work together and listen to people of Tehachapi have to say before making my decision/vote on a matter, make sure that our development is keeping our city interconnected, that we are having smart growth, and we are supporting our local businesses. I would like to also make sure that we are having new development that gives Tehachapi sustainable growth, supports our civic organizations, and helps to provide more revenue for our school district. Those are the reasons why I wish to serve on the Planning Commission for the City of Tehachapi.

AGENDA

Accounts Payable

Checks by Date - Detail By Vendor Number

User: Delphina
Printed: 8/1/2012 - 8:14 AM

CITY OF TEHACHAPI CALIFORNIA

Vendor	Invoice No	Line Description		Check Amount
0015	211 Praxair Distribution Inc.			
Check No:	0	Check Date:		
	43259464	PW/industrial acetylene		122.87
			Check Total:	122.87
			Vendor Total:	122.87
0017	American Business Machines			
Check No:	0	Check Date:		
	151371	GG\Contract overage chg 7/1/2011-6/30/2012		1,320.55
			Check Total:	1,320.55
			Vendor Total:	1,320.55
0035	BC Laboratories, Inc.			
Check No:	0	Check Date:		
	B123506	Swr\water samples		210.00
	B123591	Wtr\Mojave & Pinon Wells samples		50.00
	B123591-1	Wtr\Oakwood Brentwood & Tanglewood water s		36.00
	B124073	Wtr\Dennison & Wahlstrom Wells water samples		50.00
	B124073-1	Wtr\Hayes Fair Oak & Alder water samples		36.00
	B124119	Wtr\Dennison & Mojave Wells water samples		30.00
	B124120	Wtr\Curry Resv water samples		15.00
	B124355	Wtr\Curry Resv water samples		15.00
	B124356	Wtr\Dennison & Mojave Wells water samples		30.00
	B124357	Swr\water samples		210.00
	B124471	Wtr\Minton Well & Highline Resv water sample		50.00
	B124471-1	Wtr\East I West D Cyn Dr E water samples		36.00
	B124527	Wtr\Dennison Mojave Wahlstrom Minton Pinon		105.00
	B124618	Swr\water samples		210.00
	B124928	Wtr\Curry Resv #1 & 2 Curry Well water sample		75.00
	B124928-1	Wtr\Hickory Fig & Mulberry water samples		36.00
	B125133	Swr\water samples		210.00
	B125225	Wtr/samples/Curry Resv		15.00
	B125334	Wtr\Dennison & Mojave Wells water samples		30.00
	B125556	Swr/samples/WWTP headworks		210.00
			Check Total:	1,659.00
			Vendor Total:	1,659.00
0041	Benz Propane Company, Inc.			
Check No:	0	Check Date:		
	238171843	PW\LP Delivery		24.92
			Check Total:	24.92
			Vendor Total:	24.92

AGENDA

Vendor	Invoice No	Line Description		Check Amount
0061	BSK Associates			
Check No:	0	Check Date:		
	A216376	Swr\chloride ec conductivity nitrate no3		144.00
			Check Total:	144.00
			Vendor Total:	144.00
0155	FedEx			
Check No:	0	Check Date:		
	793620682218	GG/standard overnight		23.47
	793620856168	Special Event Insurance Deposit/standard overni		23.47
			Check Total:	46.94
			Vendor Total:	46.94
0182	P&J Electric			
Check No:	0	Check Date:		
	4268	Swr/trbl shoot auto-dialer on site		325.25
	4273	Swr/service call/trbl shoot screw pump		200.00
			Check Total:	525.25
			Vendor Total:	525.25
0214	J&H Automotive Unlimited			
Check No:	0	Check Date:		
	6045037	Swr/replace thermostat/04 Chev C1500 2wd trk		1,556.20
	6045037 FC	Swr/finance charge		46.69
			Check Total:	1,602.89
			Vendor Total:	1,602.89
0216	Judicial Data Systems Corporation			
Check No:	0	Check Date:		
	3147	Parking Citation Revenue June 2012		100.00
	8079	Parking Citation Revenue May 2012		100.00
			Check Total:	200.00
			Vendor Total:	200.00
0218	Jim's Supply Company, Inc.			
Check No:	0	Check Date:		
	518120	A/blk pipe		1,210.72
	519894	Rodeo/wire horse panel		5,094.38
			Check Total:	6,305.10
			Vendor Total:	6,305.10
0223	Kern County Auditors Office			
Check No:	0	Check Date:		
	052012	Parking Citation Revenue/May 2012		33.00
	062012	Parking Citation Revenue/June 2012		33.00
			Check Total:	66.00
			Vendor Total:	66.00
0241	Kern Bros. Trucking, Inc.			
Check No:	0	Check Date:		

Vendor	Invoice No	Line Description		Check Amount
	61050	Wtr/base rock		1,179.75
			Check Total:	1,179.75
			Vendor Total:	1,179.75
0249	K-Mart			
Check No:	0	Check Date:		
	95867	Wtr/sink set/shoe jagger		82.02
			Check Total:	82.02
			Vendor Total:	82.02
0260	Liebert Cassidy Whitmore			
Check No:	0	Check Date:		
	152595	GG/legal srvc		682.00
	153748	GG/legal srvc extra		198.00
	153749	GG/legal srvc extra		222.00
			Check Total:	1,102.00
			Vendor Total:	1,102.00
0263	Lebeau, Thelen, LLP			
Check No:	0	Check Date:		
	13	GG/Legal srvcs/WalMart CEQA		5,529.00
	16	GG/Legal srvcs/Eval Broome Ranch		380.00
	17	GG/Legal srvcs/Pitchess motions		133.00
	43	GG/Legal srvcs/Teh funding		7,250.00
			Check Total:	13,292.00
			Vendor Total:	13,292.00
0276	Martin & Chapman Company			
Check No:	0	Check Date:		
	2012265	CClerk/minute books		327.29
			Check Total:	327.29
			Vendor Total:	327.29
0300	Mission Linen & Uniform Service			
Check No:	0	Check Date:		
	140106809	PW/cleaning/twl cntr/disp prs/hndcl		75.64
	140107943	PW/cleaning/twl cntr/disp prs/hndcl/jacket/cov t		77.63
	140109088	PW/cleaning/uniform maint.		81.99
			Check Total:	235.26
			Vendor Total:	235.26
0304	Mojave Sanitation			
Check No:	0	Check Date:		
	2021806	WWTP/finance chrg		1.28
	2042233	WWTP/storage container		85.00
	2047840	WWTP/rolloff srvc/gate fee/recycling/fin chrg		1,260.79
	2047846	WWTP/rolloff srvc/gate fee/recycling/fin chrg M		4,075.34
			Check Total:	5,422.41
			Vendor Total:	5,422.41

Vendor	Invoice No	Line Description		Check Amount
0322	Old Town Postal & Blueprint Service			
Check No:	0	Check Date:		
	9086-12	LLD/scan docs/trct 6216/landscape		212.36
			Check Total:	212.36
			Vendor Total:	212.36
0349	Rain For Rent Bakersfield			
Check No:	0	Check Date:		
	031036811	Swr/tot rentals		16.70
			Check Total:	16.70
			Vendor Total:	16.70
0350	Ranch Service & Supply			
Check No:	0	Check Date:		
	23442	Rodeo/14' sr/10' sr		416.71
	23995	Rodeo/6' sr gates		1,581.29
			Check Total:	1,998.00
			Vendor Total:	1,998.00
0362	RSI Petroleum Products			
Check No:	0	Check Date:		
	0253264	PW/fuel		934.28
	0253288	PW/fuel		2,287.00
	0253607	PW/fuel		447.01
			Check Total:	3,668.29
			Vendor Total:	3,668.29
0426	Tehachapi-Cummings County Water D			
Check No:	0	Check Date:		
	1072505R	Wtr usage/Benz Sanitation		1,689.64
	16517100	Wtr usage/Landscaping		70.73
	2169150	Wtr usage/Henway		49.82
	30135800	Wtr usage/Warrior Park		1,621.32
	38141940	Wtr usage/Chemtool		564.14
	471.691	Wtr usage/TUSD		8,613.25
	705190	Wtr usage/Median		55.16
			Check Total:	12,664.06
			Vendor Total:	12,664.06
0428	Tehachapi Flower Shop			
Check No:	0	Check Date:		
	9731	GG/basket garden/sympathy		101.87
			Check Total:	101.87
			Vendor Total:	101.87
0429	Tehachapi Valley Healthcare			
Check No:	0	Check Date:		
	040822616	PD/Labs/MAdams		1,212.90
	040822616	PD/Labs		58.30
	060612	PD/DNoda		151.90
	0606122	Wtr/lab/MCuriel		151.90

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Vendor	Invoice No	Line Description		Check Amount
	0606123	PW/lab/AVega		151.90
	061112	PD/laboratory/chem test/ZStJohn		1,212.90
	061412	PD/drug test/MGruett		58.30
	061412	PW/laboratory/KBryant		151.90
	0614122	PW/laboratory/ZPoulson		151.90
	061812	PW/laboratory/DGillett		151.90
	06181988	PD/lab/urology tests		241.75
	061912	PW/laboratory/DPatience		151.90
	062012	PD/drug test/ZStJohn		58.30
	062512	PW/physical exam/SHawksley		151.90
			Check Total:	4,057.65
			Vendor Total:	4,057.65
0431	Tehachapi News			
Check No:	0	Check Date:		
	12795613	Weed abatement		176.14
	12795613	Weed abatement		176.14
	12800835	Airport Comm appt.		133.22
	12810010	City Council		31.25
	12819566	Planning Commision		166.52
	2486155	GG/finance charge		13.31
			Check Total:	696.58
			Vendor Total:	696.58
0450	USA Bluebook			
Check No:	0	Check Date:		
	697739	Swr/coveralls		119.49
	698497	New WWTP/moisture balance		2,710.63
	698907	New WWTP/replacement sample pans for moist		103.72
			Check Total:	2,933.84
			Vendor Total:	2,933.84
0476	WITTS Everything for the Office			
Check No:	0	Check Date:		
	123038	Rodeo grnds/painting stencil set		13.28
	123156	GG/cdr disc/note/label/markers/desk pad		114.87
	123175	CD/inkcart		66.47
	123188	PD/inkcart/paper		180.05
	574485	PW/outlet surge/lgl pad/pens		49.21
			Check Total:	423.88
			Vendor Total:	423.88
0478	Zee Medical Service			
Check No:	0	Check Date:		
	613425	Swr/first aid supplies		78.02
	613426	PW/first aid supplies		67.57
	613427	Wtr/first aid supplies		187.85
	613428	GG/first aid supplies		81.51
	613429	PD/first aid supplies		67.62
			Check Total:	482.57
			Vendor Total:	482.57

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Vendor	Invoice No	Line Description		Check Amount
0485	McMaster-Carr Supply Company			
Check No:	0	Check Date:		
	30416932	WWTP/submersible fiberglass enclosure		389.91
			Check Total:	389.91
			Vendor Total:	389.91
0524	Scotts Auto Body Inc.			
Check No:	0	Check Date:		
	33499	PD/2 wheel alignment		60.00
			Check Total:	60.00
			Vendor Total:	60.00
0525	All American Tire & Service Center L			
Check No:	0	Check Date:		
	34326	PW\Flat Repair		20.00
	34343	PD\Flat Repair		20.00
	34405	PW\Used radial, mount & dismount		120.44
			Check Total:	160.44
			Vendor Total:	160.44
0540	Glinn & Giordano P.T., Inc.			
Check No:	0	Check Date:		
	060712	PW/physical exam/Vega/Noda/Gillett/Hawksley		300.00
	0607122	PW/physical exam/Curiel/Poulson/Bryant		225.00
			Check Total:	525.00
			Vendor Total:	525.00
0543	BSE Rents			
Check No:	0	Check Date:		
	373162	Air\Hard Hat		14.99
	373690	Rodeo Grounds\Welding Rod & Steel		102.25
	552435	Welding Rod		63.22
	CR MEM 15657	Welding Rod Credit		-63.22
			Check Total:	117.24
			Vendor Total:	117.24
0560	Kern Machinery			
Check No:	0	Check Date:		
	1878455	A/air filters/oil filters/filter ele/hydraulic/o ring		1,291.72
			Check Total:	1,291.72
			Vendor Total:	1,291.72
0573	Pyro Spectaculars, Inc.			
Check No:	0	Check Date:		
	49462	GG/fireworks display/permit fee		10,000.00
			Check Total:	10,000.00
			Vendor Total:	10,000.00
0585	Terry J. Warsaw, M.D.			
Check No:	0	Check Date:		

Vendor	Invoice No	Line Description		Check Amount
	060712	Wtr/physical exam/AVega		195.00
	0615121	Wtr/physical exam/KBryant		195.00
	0615121	PD/physical exam/MAdams		195.00
	0621121	Wtr/physical exam/DPatience		195.00
	0621121	PW/physical exam/DGillett		195.00
	0628121	PW/physical exam/SHawksley		195.00
			Check Total:	1,170.00
			Vendor Total:	1,170.00
0612	Old Towne Nursery			
Check No:	0	Check Date:		
	204134	Lndscp/10 lantana assorted 5 gal		128.59
			Check Total:	128.59
			Vendor Total:	128.59
0620	Mountain Gardens Nursery			
Check No:	0	Check Date:		
	38231	LLD/boxwood dwr/organic soil		108.22
			Check Total:	108.22
			Vendor Total:	108.22
1032	Jack Davenport Sweeping Services, In			
Check No:	0	Check Date:		
	91657			8,640.00
			Check Total:	8,640.00
			Vendor Total:	8,640.00
1075	Prime Signs			
Check No:	0	Check Date:		
	N-2482	Public Benches/bronze plaque		287.43
			Check Total:	287.43
			Vendor Total:	287.43
1085	Three-Way Chevrolet			
Check No:	0	Check Date:		
	C40217	Wtr/gas filler hose & seatbelt buckle		520.27
			Check Total:	520.27
			Vendor Total:	520.27
1285	CA Dept of Corrections and Rehabilita			
Check No:	0	Check Date:		
	1800153398	PW\CCI Crew salary & wages		5,487.46
	1800153398-1	Landscape\CCI Crew salary & wages		2,110.56
	1800153398-2	LLD\CCI Crew salary & wages		844.22
	1800154419	PW\CCI Crew salary & wages		1,677.27
	1800154419-1	Landscape\CCI Crew salary & wages		838.64
	1800154419-2	Swr\CCI Crew salary & wages		419.32
	1800154419-3	LLD\CCI Crew salary & wages		1,257.95
	1800154419-4	Rodeo Grounds\CCI Crew salary & wages		3,773.86
			Check Total:	16,409.28

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Vendor	Invoice No	Line Description		Check Amount
			Vendor Total:	16,409.28
1286	M&M's Sports Uniforms & Embroider			
Check No:	0	Check Date:		
	26426	PD/embroidery/code enforcement/name		53.09
			Check Total:	53.09
			Vendor Total:	53.09
1313	Certified Laboratories			
Check No:	0	Check Date:		
	763973	Swr\Paper towel dispenser		67.77
	770090	Swr\Paper towel dispenser		67.77
			Check Total:	135.54
			Vendor Total:	135.54
1413	Kern Turf Supply, Inc.			
Check No:	0	Check Date:		
	310801	PW/late chrgs		143.40
	310801 Frght	PW/freight charge/invoice number 310801		9.01
	312010	Misc Expense/thread adapter		14.95
	312054	Misc Expense/radius xeri spray		121.93
	312404	LLD/pop-ups/seal a matic spray/circle pattern		638.03
	810348	Misc Expense/180 deg adj radius xeri spray		29.75
			Check Total:	957.07
			Vendor Total:	957.07
1442	FLEX ONE AFLAC			
Check No:	0	Check Date:		
	361831ER	GG\Admin Fees		50.00
			Check Total:	50.00
			Vendor Total:	50.00
1503	Southern California Edison Co.			
Check No:	0	Check Date:		
	122119	Strts/install svc to LS-3 Pedestal/213 S Curry B		3,330.88
			Check Total:	3,330.88
			Vendor Total:	3,330.88
1729	Alpha Landscape Maintenance			
Check No:	0	Check Date:		
	11221	Strts\Mar Pl & Union Pacific		1.87
	11221-1	Strts\Mill St Islands		5.61
	11221-10	LLD\KB Dennison		52.41
	11221-11	Strts\Dennison St		5.61
	11221-12	GG\Pioneer Park		5.61
	11221-13	GG\Old Twn Planter		1.87
	11221-14	LLD\Mill St Cottage		0.97
	11221-15	GG\old fire house		1.87
	11221-16	GG\Robinson Park		1.87
	11221-17	GG\Taco Samich		1.87
	11221-18	GG\Sr Center		1.87
	11221-19	Depot\Railroad Depot		3.74

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Vendor	Invoice No	Line Description	Check Amount
	11221-2	Strts\Cap Hills	3.74
	11221-20	GG\Robinson Park	0.97
	11221-21	LLD\Clear View	1.87
	11221-3	LLD\Man Park	5.61
	11221-4	LLD\KB Tract	1.87
	11221-5	LLD\Alta Tract-War Park	43.05
	11221-6	LLD\Alta Park Lawns	3.74
	11221-7	LLD\Alta Planters Highline & Tract	18.71
	11221-8	Strts\South Curry	3.74
	11221-9	LLD\Heritage Oak	18.71
	11253	GG\City offices July svc	45.38
	11253-1	GG\Mkt Place & Union Pacific July svc	201.79
	11253-10	LLD\Heritage Oak July svc	787.98
	11253-11	LLD\KB Tract - Dennison July svc	3,293.96
	11253-12	Strts\Street trees July svc	113.10
	11253-13	Strts\Dennison July svc	658.10
	11253-14	LLD\Clear View July svc	294.12
	11253-15	GG\Pioneer Park July svc	506.04
	11253-16	GG\Old Town Planters July svc	71.32
	11253-17	LLD\Mill St Cottages July svc	22.49
	11253-18	GG\Pinon house July svc	109.63
	11253-19	GG\Robinson Park July svc	461.02
	11253-2	Strts\Mill Street Islands July svc	392.38
	11253-20	GG\Taco Samich & wall July svc	25.68
	11253-21	GG\Senior Center July svc	95.95
	11253-22	Depot\Railroad Depot July svc	116.44
	11253-23	GG\Robinson parking lot July svc	22.85
	11253-24	LLD\Red Barn July svc	80.59
	11253-3	Strts\Capitol Hills (South Island) July svc	246.63
	11253-4	LLD\Manzanita Park July svc	693.93
	11253-5	LLD\KB Tract - Highland July svc	468.03
	11253-6	LLD\Alta Tract - Warrior Park July svc	4,082.07
	11253-7	LLD\Alta Parkway Lawns July svc	160.38
	11253-8	LLD\All Planters - Highline & Tract perimeters .	1,433.48
	11253-9	Strts\South Curry July svc	207.93
	11254	Strts\Mar Pl & Union Pacific	2.14
	11254-1	Strts\Mill St Islands	6.42
	11254-10	LLD\KB Dennison	59.99
	11254-11	LLD\Dennison St	6.42
	11254-12	LLD\Clear View	2.14
	11254-13	GG\Pioneer Park	6.42
	11254-14	GG\Old Town Planters	2.14
	11254-15	LLD\Mill St Cottages	1.12
	11254-16	GG\Old Fire House	2.14
	11254-17	GG\Rob Park	2.14
	11254-18	GG\Taco Samich	2.14
	11254-19	GG\Sr Center	2.14
	11254-2	Strts\Cap Hills	4.28
	11254-20	Depot\Rail Dep	4.28
	11254-21	GG\Rob Prklot	1.11
	11254-3	LLD\Manz Park	6.42
	11254-4	LLD\KB Tr Highland lmd	2.14
	11254-5	LLD\Alta Tract	49.27
	11254-6	LLD\Alta Prkwy Lawns	4.28
	11254-7	LLD\All Planters	21.42
	11254-8	Strts\South Curry	4.28
	11254-9	LLD\Her Oaks	21.42
		Check Total:	14,992.70

Vendor	Invoice No	Line Description		Check Amount
			Vendor Total:	14,992.70
1780	Seal and Packing Supply			
Check No:	0	Check Date:		
	5137	Misc Expense/blast & coat int & ext/sandblast		784.79
			Check Total:	784.79
			Vendor Total:	784.79
1801	HD Supply Waterworks, LTD			
Check No:	0	Check Date:		
	4691822	Wtr/brass bolt & nut		102.96
	4794717	Wtr/freight		7.76
	4821990	Wtr/cover gaskets/viton seat/needle/bumper assy		393.01
	4860968	Wtr/fittings & tubing/flg ring non asb gskt		2,904.25
	4867710	Wtr/main valve repair kit		96.39
	4935957	Wtr/filler flange di		69.01
	4945104	Wtr/reinforced conc lid/utility box		132.99
	4959760	Wtr/brass hex nut		141.57
	5033025	Wtr/3" strainer for suction hose		26.81
			Check Total:	3,874.75
			Vendor Total:	3,874.75
1855	Gemini Group L.L.C.			
Check No:	0	Check Date:		
	112-10709	CCR mailing services		812.25
			Check Total:	812.25
			Vendor Total:	812.25
1866	Bear Valley CSD			
Check No:	0	Check Date:		
	071712	PD/SLESF exp/50% radio upgrade cost		7,015.21
			Check Total:	7,015.21
			Vendor Total:	7,015.21
1912	Bakersfield Well & Pump Company			
Check No:	0	Check Date:		
	18598	Wtr\Remove old & install new 100 HP Motor		1,228.70
			Check Total:	1,228.70
			Vendor Total:	1,228.70
1946	Sun Valley Lighting			
Check No:	0	Check Date:		
	73575	GG/pole model/fixture assy/anchor bolts		1,872.00
			Check Total:	1,872.00
			Vendor Total:	1,872.00
1947	Tehachapi Lawn and Garden			
Check No:	0	Check Date:		
	0067	PW/2 gallon gas can		28.94
	3010	Wtr/Kawasaki trimmer		546.95
	3011	Wtr/Kawasaki equipment		471.89

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Vendor	Invoice No	Line Description		Check Amount
			Check Total:	1,047.78
			Vendor Total:	1,047.78
1982	SSD Systems			
Check No:	0	Check Date:		
	913623	GG/remote programming/added user code		29.60
			Check Total:	29.60
			Vendor Total:	29.60
2111	Swift Napa Auto Parts			
Check No:	0	Check Date:		
	739274	Strts/ag lamp		72.91
	743221	PW/air/oil filters		121.68
	743677	PW/fuel filter		34.31
	743683	PW/air/oil filters		64.84
	743896	Strts/ignition starter switch/lock cylinder/starter :		75.58
	743907	Strts/switch		-49.31
	743940	PW/air filter		53.61
	743944	PW/fuel filter		10.71
	743947	PW/fuel filter		10.71
	744315	PW/air filters		170.50
	744400	Strts/ignition starter switch		22.51
	744476	PW/oil/air filter		135.46
	744489	Strts/starter		123.33
	744529	PW/air filters		231.62
	744530	PW/fuel filter/butt connector		108.29
	744532	PW/dex-cool anti freeze		83.07
	744533	Strts/voltage regulator		33.99
	744606	PW/handle		26.80
	744628	A/battery		121.18
	744648	PW/air filters		143.38
	745039	Strts/brake shoes/core deposit/fuse holder		103.90
	745349	Strts/solenoid		33.99
	745359	A/battery		116.78
			Check Total:	1,849.84
			Vendor Total:	1,849.84
2200	Argo Chemical			
Check No:	0	Check Date:		
	1206120	Wtr\Argo-Chlor Sol. 12.5%		876.17
			Check Total:	876.17
			Vendor Total:	876.17
2459	CSG Systems, Inc.			
Check No:	0	Check Date:		
	706509 1	Swr/printing		146.08
	706509 2	Wtr/printing		243.47
	706509 3	Rfs/printing		97.39
	706509 4	Swr/postage		292.06
	706509 5	Wtr/postage		486.77
	706509 6	Rfs/postage		194.70
	706509 7	GG/postage		990.65
			Check Total:	2,451.12

Vendor	Invoice No	Line Description		Check Amount
			Vendor Total:	2,451.12
2472	All Weather Inc.			
Check No:	0	Check Date:		
	57231	Air\AWOS Maintenance Agreement		2,000.00
			Check Total:	2,000.00
			Vendor Total:	2,000.00
2589	Jerome's Tractor Service			
Check No:	0	Check Date:		
	C12314	Move in/tractor/labor		780.00
	C12315	Move in fee		150.00
	C12316	Move in fee		150.00
	C12317	Move in fee/tractor/labor		325.00
	C12318	Move in fee/tractor/labor		325.00
	C12319	Move in fee/tractor/labor		815.00
	C12320	Move in fee/tractor/labor		885.00
	C12321	Move in fee/tractor/labor		360.00
	C12322	Move in fee/tractor		360.00
	C12323	Move in fee/tractor/labor		465.00
	C12324	Move in fee/tractor		780.00
			Check Total:	5,395.00
			Vendor Total:	5,395.00
2634	Bakersfield Electric Motor Repair Inc.			
Check No:	0	Check Date:		
	L59666	Wtr\Clean and overhaul US 100 HP VHS Motor		1,267.37
			Check Total:	1,267.37
			Vendor Total:	1,267.37
2636	High Desert Wireless Broadband Com			
Check No:	0	Check Date:		
	19399	IT/June 2012 monthly consulting fee		2,000.00
			Check Total:	2,000.00
			Vendor Total:	2,000.00
2740	Ernest M. Solano, MSW, PH.D.			
Check No:	0	Check Date:		
	062112	PD/screening exam		400.00
			Check Total:	400.00
			Vendor Total:	400.00
2778	Kevin Paille			
Check No:	0	Check Date:		
	061512	PD/groceries for chili cookoff		88.70
			Check Total:	88.70
			Vendor Total:	88.70
2785	Bakersfield VIP Uniforms, Inc.			
Check No:	0	Check Date:		
	19270	PD\Embroider names tapes\jacket		288.11

Vendor	Invoice No	Line Description		Check Amount
	19319	PD\Uniforms		364.16
			Check Total:	652.27
			Vendor Total:	652.27
2837	Tartaglia Engineering			
Check No:	0	Check Date:		
	2	Wtr/Airfield pavement maintenance		7,194.00
			Check Total:	7,194.00
			Vendor Total:	7,194.00
2874	Department of Justice, Accounting Ofl			
Check No:	0	Check Date:		
	918425	PD\fingerprint apps		256.00
	920081	PD\fingerprint apps FBI child abuse index ck		356.00
			Check Total:	612.00
			Vendor Total:	612.00
2978	Andy Gump, Inc			
Check No:	0	Check Date:		
	105384	6'chain lnk fence & gate rent		88.80
			Check Total:	88.80
			Vendor Total:	88.80
2981	Burke, Williams & Sorenson, LLP			
Check No:	0	Check Date:		
	158239	Foreclosure expense/AD 89-3		198.85
	158240	Foreclosure expense/AD 89-2		2,651.81
			Check Total:	2,850.66
			Vendor Total:	2,850.66
2994	Richards, Watson & Gershon			
Check No:	0	Check Date:		
	184014	GG/Successor agency expense		870.00
			Check Total:	870.00
			Vendor Total:	870.00
3000	Sail Thru Car Wash			
Check No:	0	Check Date:		
	063012	PW/fleet vehicle wash		40.00
			Check Total:	40.00
			Vendor Total:	40.00
3051	Tehachapi Transmissions, Inc.			
Check No:	0	Check Date:		
	3467	PD/frnt brake pad set/filters/trans fluid		227.00
	3477	PD/oil filter/motor oil		36.92
	3497	PD/flasher/battery		481.94
	3499	PD/oil filter/motor oil		43.20
			Check Total:	789.06

Vendor	Invoice No	Line Description		Check Amount
			Vendor Total:	789.06
3066	AECOM Technical Services, Inc.			
Check No:	0	Check Date:		
	37247955	Tract 6216 bid packages		29,470.85
	37248712	WWTP/upgrade project		40,897.67
	37248869	East Tehachapi lift station study		936.00
	37249244	Downtown beautification phase II		855.63
	37249400	HSIP Valley shoulder widening project		3,291.97
	37249413	Teh boulevard improvements		2,226.38
	37249473	C street waterline replacement		6,279.00
	37249534	Tehachapi boulevard rehabilitation project		14,697.79
	37249606	CD\PM 11353 Lots 3-4 Site Building Plan Chec		1,600.87
	37250162-A	2012 General services April 07 thru May 25 201		9,667.55
	37250162-B	CD\Kern Building Meeting		468.05
	37250162-C-1	CD\Daniel Haulk Conversations		277.50
	37250162-C-2	CD\TUSD Letter on Dennison Traffic Safety		92.50
	37250162-C-3	CD\General Plan Meeting, mileage		51.00
	37250162-D	General Engineering services April 07 thru May		2,598.32
	37250167-A	CD\Four Seasons Grading Plan Check		1,750.00
	37250167-B	CD\PM 12021 Plan Check		1,100.00
	37250167-C	CD\PMW 2012-02 Plan Check		700.00
	37250167-D	CD\PM 11353 Lots 3-4 Site Plan Check		1,350.00
	37250167-E	CD\Four Seasons Offsite Plan Check		1,050.00
	37254140	Construction Admin srvcs WWTP upgrade prjct		32,008.86
	37254144	HSIP Valley shoulder widening project		1,418.00
	37254147	Construction Admin srvcs Teh blvd improvemen		1,515.19
	37254151	Design ES C street waterline replacement prjct		2,900.14
	37254438	ES Tehachapi blvd rehabilitation prjct		3,379.84
	37254450-A	2012 General ES May 26 to June 29 2012		2,377.82
	37254450-B	2012 General ES May 26 to June 29 2012		740.00
	37256796	ES Tract 6216 construction admin		1,096.56
	37258257	ES Tract 6216 bid packages		10,235.57
			Check Total:	175,033.06
			Vendor Total:	175,033.06
3093	Kern County Animal Control			
Check No:	0	Check Date:		
	2012	GG/Quarterly billing Apr. 2012-June 2012		6,500.00
			Check Total:	6,500.00
			Vendor Total:	6,500.00
3104	Hilltop Publishers			
Check No:	0	Check Date:		
	25097	GG/b&w ad/Planning Commission		250.00
			Check Total:	250.00
			Vendor Total:	250.00
3173	Soto Tire & Wheels			
Check No:	0	Check Date:		
	062512	PD/2 tires		340.00
			Check Total:	340.00
			Vendor Total:	340.00

Vendor	Invoice No	Line Description		Check Amount
3281	Statewide Safety & Signs, Inc.			
Check No:	0	Check Date:		
	K00227	Strts/4 way signs		45.05
			Check Total:	45.05
			Vendor Total:	45.05
3286	Tehachapi Pest Control Inc.			
Check No:	0	Check Date:		
	7590	GG/int/ext baseboards		150.00
			Check Total:	150.00
			Vendor Total:	150.00
3292	Tehachapi Veterinary Hospital			
Check No:	0	Check Date:		
	063012	PD/K-9 program/Kaya boarding/vaccination		160.30
			Check Total:	160.30
			Vendor Total:	160.30
3294	Lewis Barricade			
Check No:	0	Check Date:		
	1304713	PW/class 3 orange vests		283.51
			Check Total:	283.51
			Vendor Total:	283.51
3312	Detroit Industrial Tool			
Check No:	0	Check Date:		
	464576	Wtr\Sport safety glasses clear & smoke		157.13
	464576-1	Swr\Sport safety glasses clear & smoke		157.13
			Check Total:	314.26
			Vendor Total:	314.26
3363	RSINet			
Check No:	0	Check Date:		
	774	A/data service April-June		180.00
			Check Total:	180.00
			Vendor Total:	180.00
3370	Information Technology Services			
Check No:	0	Check Date:		
	3199	CJIS access-license fee April/May/June		210.00
			Check Total:	210.00
			Vendor Total:	210.00
3415	W.M. Lyles Company			
Check No:	0	Check Date:		
	05312012	New Treatment Plant/Pay#10 May 31 2012		832,471.09
			Check Total:	832,471.09
			Vendor Total:	832,471.09

AGENDA

Vendor	Invoice No	Line Description		Check Amount
3467	United Rodent & Pest Services			
Check No:	0	Check Date:		
	1044	A/weed control		2,525.57
			Check Total:	2,525.57
			Vendor Total:	2,525.57
3492	ODOT DMV Services, c/o Financial S			
Check No:	0	Check Date:		
	MB109048	PD/phot request & line-up		46.50
			Check Total:	46.50
			Vendor Total:	46.50
3503	Ashland			
Check No:	0	Check Date:		
	95944491	Swr\Praestol K 279 FLX IBC 1000L		3,550.76
			Check Total:	3,550.76
			Vendor Total:	3,550.76
3505	Fork Lift Specialties Inc.			
Check No:	0	Check Date:		
	24527074	Insulation for box/heat transfer oil pump		3,496.92
			Check Total:	3,496.92
			Vendor Total:	3,496.92
3506	Michael Gruett			
Check No:	0	Check Date:		
	062812			42.41
			Check Total:	42.41
			Vendor Total:	42.41
			Report Total:	1,191,930.93

AGENDA

Invoice No	Description	Reference	Invoice Date	Check Amount
Check No: 36111	**Check Date: 06/28/2012**	**Vendor: 3500**	**American Grandstand Seating Co**	
01025	Rodeo Grounds/bleachers installation		05/31/2012	144,558.60
			Check Total:	144,558.60
Check No: 36112	**Check Date: 06/28/2012**	**Vendor: 3498**	**Blue Mustard**	
061812	Hotdog Festival/entertainment		06/18/2012	250.00
			Check Total:	250.00
Check No: 36113	**Check Date: 06/28/2012**	**Vendor: 2844**	**Thomas R. Brown**	
062712	Wtr/cell phone overages & surcharges		06/27/2012	253.45
			Check Total:	253.45
Check No: 36114	**Check Date: 06/28/2012**	**Vendor: 2803**	**Jason Dunham**	
Z169798	PD/uniform alterations		06/25/2012	94.50
			Check Total:	94.50
Check No: 36115	**Check Date: 06/28/2012**	**Vendor: 3499**	**Geezers On The Loose**	
061812	Hotdog Festival/entertainment		06/18/2012	250.00
			Check Total:	250.00
Check No: 36116	**Check Date: 06/28/2012**	**Vendor: 0661**	**David A. James**	
060612 3	CD/meals allowance		06/06/2012	59.58
060612 1	CD/mileage		06/06/2012	154.33
060612 2	CD/baggage claim		06/06/2012	50.00
060612 4	CD/shuttle/taxi		06/06/2012	56.50
			Check Total:	320.41
Check No: 36117	**Check Date: 06/28/2012**	**Vendor: 0573**	**Pyro Spectaculars, Inc.**	
062712	Hotdog Festival/fireworks deposit		04/25/2012	10,070.00
			Check Total:	10,070.00
Check No: 36118	**Check Date: 06/28/2012**	**Vendor: 2237**	**Tehachapi Community Orchestra**	
061812	Hotdog Festival/entertainment		06/18/2012	500.00
			Check Total:	500.00
Check No: 36119	**Check Date: 06/28/2012**	**Vendor: 3371**	**Tehachapi POPS Orchestra**	
061812	Hotdog Festival/entertainment		06/18/2012	500.00
			Check Total:	500.00
Check No: 36120	**Check Date: 06/28/2012**	**Vendor: 2580**	**Tehachapi Warriors Booster Clu**	
062012	GG/Hotdog Festival/pancake breakfast		07/04/2012	80.00
			Check Total:	80.00
			Report Total:	**156,876.96**

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Invoice No	Description	Reference	Invoice Date		Check Amount
Check No: 36121	**Check Date: 06/28/2012**	**Vendor: UB*01077**	**Tehachapi Orchard, LLC**		
	Refund check		06/28/2012		2,807.35
	Refund check		06/28/2012		1,343.01
	Refund check		06/28/2012		2,589.51
	Refund check		06/28/2012		1,915.06
			Check Total:		8,654.93
			Report Total:	**0.00**	**8,654.93**

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Invoice No	Description	Reference	Invoice Date		Check Amount
Check No: 36192	**Check Date: 07/03/2012**	**Vendor: 2052**	**Thomas G. Garrett**		
070312	GG/5 replacement umbrellas/Cenntenni		07/03/2012		965.20
			Check Total:		965.20
			Report Total:	**0.00**	**965.20**

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Invoice No	Description	Reference	Invoice Date	Check Amount
Check No: 36193	**Check Date: 07/05/2012**	**Vendor: 2963**	**AT&T**	
3443552	PD/T1 line		06/11/2012	303.71
3453744	PD/subscriber access line		06/13/2012	177.75
3431273	Swr/lift station		06/06/2012	15.77
			Check Total:	497.23
Check No: 36194	**Check Date: 07/05/2012**	**Vendor: 0811**	**Chicago Title Company**	
042412	Drainage basin/preliminary report fe		07/03/2012	400.00
			Check Total:	400.00
Check No: 36195	**Check Date: 07/05/2012**	**Vendor: 2113**	**Fuel Controls, Inc.**	
74615	A/100 Octane wholesale		06/25/2012	21,728.15
			Check Total:	21,728.15
Check No: 36196	**Check Date: 07/05/2012**	**Vendor: 0395**	**The Gas Company**	
061312 1	GG/heating/108 Pinon		06/13/2012	27.76
060812 2	GG/heating/200 W Teh blv		06/08/2012	16.45
060812 3	PD/heating/129 E F st		06/08/2012	42.93
060812 4	Wtr/heating/100 CommWay		06/08/2012	14.79
060812 5	A/heating/409 Bryan ct		06/08/2012	22.24
			Check Total:	124.17
Check No: 36197	**Check Date: 07/05/2012**	**Vendor: 0372**	**Southern California Edison**	
0621121	GG/311 E D st		06/21/2012	170.75
0622122	GG/200 W Teh blv		06/22/2012	43.53
0623123	GG/111 W I st		06/23/2012	46.31
0623124	GG/109 E Teh blv		06/23/2012	59.49
0623125	GG/1125 Capital Hills		06/23/2012	22.50
0619126	GG/115 S Robinson		06/19/2012	716.90
0619128	GG/303 E D st		06/19/2012	30.59
0619129	GG/108 Pinon		06/19/2012	17.34
06191236	PW/800 Enterprise		06/19/2012	85.04
06191237	PW/800 Enterprise shop		06/19/2012	146.47
0619127	PD/129 E F st		06/19/2012	870.53
06211212	Park/114 S Green		06/21/2012	228.32
06151217	Strts/800 S Curry st #A		06/15/2012	37.54
06151218	Strts/209 1/2 E Teh blv		06/15/2012	23.21
06151219	Strts/333 1/2 E Teh blv		06/15/2012	116.77
06271220	Strts/Curry/D st		06/27/2012	15.57
06271213	Strt/Teh bl W/O Green		06/27/2012	15.57
06271214	Strt/103 Teh bl		06/27/2012	68.29
06271215	Strt/101 E Teh blv # B		06/27/2012	134.07
06271216	Strt/110 S Mill st		06/27/2012	103.56
06261239	Traffic Signal/801 Mountain View av		06/26/2012	61.82
06271221	Wtr/358 E D st		06/27/2012	2,176.24
06191210	Wtr/100 CommWay		06/19/2012	138.35
06261222	Swr/880 Enterprise		06/26/2012	1,048.18
06261223	Swr/800 Enterprise		06/26/2012	5,512.88
06191211	Swr/101 CommWay		06/19/2012	106.85
06191238	Swr/800 Enterprise		06/19/2012	365.39
06191224	A/314 N Hayes st		06/19/2012	71.30
06191225	A/9999 1/2 Hayes		06/19/2012	67.45
06191226	A/316 S Mojave st		06/19/2012	36.56
06191227	A/314 N Hayes st PAPI		06/19/2012	50.77
06191228	A/409 Bryan ct		06/19/2012	439.44
06191229	A/West end Teh Airport		06/19/2012	28.84
06191230	A/314 N Hayes st #B		06/19/2012	225.68
06191231	A/NE cor Teh Airport		06/19/2012	92.99
06191232	A/314 N Hayes st #G		06/19/2012	32.06
06191233	A/Dennison S/O Hwy 58		06/19/2012	112.89

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Invoice No	Description	Reference	Invoice Date	Check Amount
06191234	A/Teh Airport 4		06/19/2012	14.97
06191235	A/314 N Hayes st		06/19/2012	132.74
06211240	LLD/318 E E st		06/21/2012	52.01
06221241	LLD/329 1/2 D st		06/22/2012	87.85
			Check Total:	13,807.61

Check No: 36198 **Check Date: 07/05/2012** **Vendor: 3011** **Verizon Wireless**

1092657408 2	GG/mobile broadband		06/13/2012	38.01
1092657408 1	Fin/mobile broadband		06/13/2012	38.01
1093977943 2	Wtr/mobile broadband		06/18/2012	15.01
1094855835 1	Wtr/mobile broadband		06/20/2012	15.01
1092657408 3	Wtr/mobile broadband		06/13/2012	15.01
1093977943 3	Wtr/mobile broadband		06/18/2012	15.01
1094855835 2	Swr/mobile broadband		06/20/2012	15.01
1092657408 4	Swr/mobile broadband		06/13/2012	15.01
1093977943 1	A/mobile broadband		06/18/2012	38.01
			Check Total:	204.09

Report Total: **36,761.25**

Invoice No	Description	Reference	Invoice Date	Check Amount
Check No: 36202	**Check Date: 07/11/2012**	**Vendor: 3274**	**Bright House Networks**	
07112012	GG\Internet Services		07/11/2012	144.52
			Check Total:	144.52
Check No: 36203	**Check Date: 07/11/2012**	**Vendor: 1739**	**Chevron & Texaco Business Card**	
06062012-1	GG\Fuel		07/06/2012	404.21
06062012-2	Fin\Fuel		07/06/2012	43.85
06062012	PD\Fuel		07/06/2012	4,413.98
			Check Total:	4,862.04
Check No: 36204	**Check Date: 07/11/2012**	**Vendor: 1097**	**Hannah H. Chung**	
06282012	Fin\RMA Exec & Brd Mtg in Clovis		06/28/2012	187.37
			Check Total:	187.37
Check No: 36205	**Check Date: 07/11/2012**	**Vendor: 0395**	**The Gas Company**	
07062012	GG\115 S Robinson		07/06/2012	1.76
			Check Total:	1.76
Check No: 36206	**Check Date: 07/11/2012**	**Vendor: 0372**	**Southern California Edison**	
07062012-17	Strts\Dennison & Brett Ave		07/06/2012	41.82
07062012-18	Strts\800 S Curry St		07/06/2012	31.15
07062012-19	Strts\Tehachapi Blvd & Dennison		07/06/2012	12.12
07062012-20	Strts\Tucker & Valley		07/06/2012	123.94
07032012	Strts\Highway 202		07/03/2012	48.93
07032012-1	Strts\Highway 202		07/03/2012	31.15
07032012-3	Strts\303 E Ave D		07/03/2012	15.02
07032012-4	Strts\326 E D St		07/03/2012	19.47
07052012	Strts\Curry St/Walnut		07/05/2012	15.05
07062012	Strts\TR 45361 Mulberry AP		07/06/2012	54.31
07062012-1	Strts\Mill & J St		07/06/2012	69.69
07062012-2	Strts\Tucker Rd/Hwy 202		07/06/2012	166.34
07062012-3	Strts\100 W Teh Blvd #B		07/06/2012	133.74
07062012-4	Strts\101 W F St		07/06/2012	203.35
07062012-5	Strts\TR 2995 Oakwood & Val		07/06/2012	7,599.15
07062012-14	Strts\Teh & Tucker		07/06/2012	47.44
07062012-15	Strts\Valley Bl w/o Dennison		07/06/2012	384.41
07062012-16	Strts\Goodrick Dr e/o Dennison		07/06/2012	192.19
07062012-21	Strts\710 W Tehachapi Blvd		07/06/2012	157.17
07062012-22	Strts\Mill St s/o E St		07/06/2012	10.90
07062012-23	Strts\Highline & Curry		07/06/2012	15.82
07062012-24	Strts\F St e/o Mulberry		07/06/2012	174.84
07062012-25	Strts\Mill & J St		07/06/2012	104.84
07072012-8	Strts\1300 Goodrick Dr #Z		07/07/2012	23.32
07072012-9	Strts\Mulberry & Brentwood		07/07/2012	72.86
07062012-10	Wtr\1299 S Curry St		07/06/2012	2,928.04
07062012-11	Wtr\Pinon		07/06/2012	3,194.53
07062012-12	Wtr\Curry		07/06/2012	8,730.59
07072012-11	Wtr\129 Brentwood Dr		07/07/2012	3,466.82
07062012-13	Swr\000000 Teh Blvd		07/06/2012	168.86
07072012-6	Swr\755 Steuber Well		07/07/2012	134.17
07062012-6	LLD\180 Valley		07/06/2012	21.99
07062012-7	LLD\115 Manzanita Ln		07/06/2012	23.50
07062012-8	LLD\311 Sutter St		07/06/2012	21.99
07062012-9	LLD\501 1/2 Pinon		07/06/2012	23.69
07072012-1	LLD\Manzanite & Green		07/07/2012	269.04
07052012-1	LLD\1347 Clasico Dr Ped		07/05/2012	23.72
07052012-2	LLD\1115 Alder Ave Ped		07/05/2012	22.77
07052012-3	LLD\1415 Alder Ave Ped		07/05/2012	22.77
07072012-2	LLD\1199 Canyon Dr East		07/07/2012	23.87
07072012-3	LLD\1200 S Dennison		07/07/2012	23.87

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Invoice No	Description	Reference	Invoice Date	Check Amount
07072012-4	LLD\1202 S Dennison		07/07/2012	25.60
07072012-5	LLD\1000 Canyon Dr West		07/07/2012	24.07
07072012-10	LLD\Dennison & Pinon St		07/07/2012	1,194.97
07072012	LLD\Mill St & D St		07/07/2012	73.65
07032012-2	LLD\Tehachapi Blvd/Bailey Ave		07/03/2012	76.02
07072012-7	LLD\409 Bailey Ct		07/07/2012	142.12
			Check Total:	30,385.67
Check No: 36207	**Check Date: 07/11/2012**	**Vendor: 0433**	**Tehachapi Recycling, Inc.**	
06032012	Recycling Contract		07/09/2012	11,781.71
			Check Total:	11,781.71
Check No: 36208	**Check Date: 07/11/2012**	**Vendor: 0434**	**Tehachapi Sanitation**	
06012012	Kern County Gate Fees		07/09/2012	8,084.13
06022012	Refure Contract		07/09/2012	59,976.01
			Check Total:	68,060.14
Check No: 36209	**Check Date: 07/11/2012**	**Vendor: 3011**	**Verizon Wireless**	
1097669928	PD\Mobile Broadband		07/01/2012	354.03
			Check Total:	354.03
Check No: 36210	**Check Date: 07/11/2012**	**Vendor: UB*01086**	**Rubien Brandon**	
	Refund check		07/11/2012	170.28
			Check Total:	170.28
Check No: 36211	**Check Date: 07/11/2012**	**Vendor: UB*01082**	**Deborah Du**	
	Refund check		07/11/2012	28.75
			Check Total:	28.75
Check No: 36212	**Check Date: 07/11/2012**	**Vendor: UB*01080**	**Trevor Jones**	
	Refund check		07/11/2012	170.28
			Check Total:	170.28
Check No: 36213	**Check Date: 07/11/2012**	**Vendor: UB*01085**	**Deborah McKnight**	
	Refund check		07/11/2012	154.98
			Check Total:	154.98
Check No: 36214	**Check Date: 07/11/2012**	**Vendor: UB*01081**	**Karl Reddig**	
	Refund check		07/11/2012	117.25
			Check Total:	117.25
Check No: 36215	**Check Date: 07/11/2012**	**Vendor: UB*01083**	**TLK Group, LLC**	
	Refund check		07/11/2012	150.01
			Check Total:	150.01
Check No: 36216	**Check Date: 07/11/2012**	**Vendor: UB*01084**	**Christine Torrez**	
	Refund check		07/11/2012	18.82
			Check Total:	18.82
Check No: 36217	**Check Date: 07/11/2012**	**Vendor: UB*01079**	**Danielle Williams**	
	Refund check		07/11/2012	40.25
			Check Total:	40.25
			Report Total:	**116,627.86**

AGENDA

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/19/2012 - 10:57 AM

CITY OF TEHACHAPI CALIFORNIA

				Check Amount
Check No:	36218	Check Date:	07/19/2012	
Vendor:	2893	Cardmember Service		
061812		Safety shoes/seasonal		75.06
21919		1/2 gallon wtr jug/seasonal		51.42
				126.48
Check No:	36220	Check Date:	07/19/2012	
Vendor:	2914	CivicPlus		
100388		GG\Finance Charge		15.62
97763		GG\Monthly Fee for Hosting and Support		546.25
				561.87
Check No:	36221	Check Date:	07/19/2012	
Vendor:	3502	State of California		
06012012		PW\EPA ID Fee		50.00
06012012-1		Swr\EPA ID Fee		50.00
06012012-2		Air\EPA ID Fee		50.00
				150.00
Check No:	36222	Check Date:	07/19/2012	
Vendor:	2940	U.S. Bank Corporate Payment System		
000033		Rodeo Grounds\Hardware		134.06
00030904		Air\Self-Closing Dome Drum Top		678.60
003045		Wtr\fuel		45.12
006069		GG\Chili Cook-Off supplies		39.58
007253		PD\C1530 Bundle		557.70
008934		GG\Recon Conf\Meals		220.62
014196		GG\City Shirts for Greg, Chris, Ed, Phil & Jon		238.79
018303		GG\Kern Board of Trade lunch		51.00
022172		GG\Chili Cook-Off supplies		150.03
022296		GG\Mtn Biking mtg w/Woodward		37.86
032752		Strts\Duralast Reman Starter		30.03
037254		Wtr\car wash		10.00
040504		GG\E-Z Up Canopy for Chili Cook-Off		214.48
042942		GG\Staff budget meeting		17.93
044594		PW\Summer help work boots		53.61
050436		GG\Recon Conf\Meals		20.97
05142012		Air\Papi assembly couple, photo cell repair		602.83
05262012		Fin\Wall St Journal		107.25
05292012		GG\Staff budget meeting		30.00
05312012		PD\Computer Equipment		1,633.00
056524		GG\Recon Conf\Meals		219.76
06062012		Air\Assoc of Cal A/P Conf registration fee-TGla:		95.00
06062012 CR		Fin\Credit for Apple Itunes fraud charge		-14.99
06062012 CR1		Fin\Credit for Apple Itunes fraud charge		-14.99
06062012 FRA		Fin\Apple Itunes fraud charge		14.99
06062012-1		Air\Assoc of Cal A/P Conf registration fee-GGar		95.00

		Check Amount
06112012	PD\2012-2013 CPCA Dues	300.00
06202012	Fin\Annual subscription of navigator for Ipad	9.99
06282012	CD\2012 Kern EDC Annual Dinner- DJames	150.00
066751	PD\Nat'l Assoc of Town Watch	35.00
071510	Air\supplies	17.94
076678	GG\Chili Cook-Off supplies	15.14
081869	Air\office supplies	17.14
084714	PW\Attend Harassment Training - DWahlstrom	10.56
084714-1	CD\Attend Harassment Training - DJames	10.56
084714-2	Fin\Attend Harassment Training - HChung	10.57
084983	Strts\Valuecraft starter	39.67
086516	Wtr\car wash	10.00
110106169	PD\Computer Equipment	136.69
11610629	GG\Credit - 2 shirts	-64.36
1301791	Rodeo Grounds\Orange Safety Fence	93.15
1393588	PD\Twill Shirts & Pants	386.49
14251	CD\AWEA Trade Show	678.60
148837283	Air\Computer Equipment	536.24
17559	PD\NATW caps, shirts, banners, bracelets, sport	841.57
235048	GG\Notary Service one signature	10.00
2796236	GG\Frame for the Loop photo	26.29
2990368	GG\Microwave for breakroom	85.79
302504	Air\Lanyards, badge clip	166.38
3981	PW\USA Rubber Straps	397.03
3981-1	Wtr\USA Rubber Straps	397.03
3981-2	Swr\USA Rubber Straps	397.03
3981-3	Constr\USA Rubber Straps	397.03
410503725596	CC\Recon Conf\Advance deposit room charge	72.80
410503739252	GG\Recon Conf\Advance Deposit room chg	72.80
43027	GG\Chili Cook-off shirts	115.06
4471	PD\Load bearing vest carrier designed for extern	289.58
457722013756	Air\TG Ipad supplies	135.93
4725710395	GG\Task Management Software	179.95
547991-013	GG\Recon Conf\Monorail	18.00
547991-013-1	CC\Recon Conf\Monorail	18.00
6122720	Air\Park tree stakes	8.34
66727	Air\Advance room deposit for Conf in Sept	152.60
7092131	Air\Terminal-Office bug killer	66.07
719378	GG\USA Supplies & Signs	268.13
7602543543	GG\Recon Conf\Meals	14.41
8270	GG\Recon Conf\Meals	49.13
9079	GG\Recon Conf\Meals	7.16
9079-1	CC\Recon Conf\Meals	7.16
91647	GG\Chili Cook-off\Credit - 2 pc ppn	-12.42
9642163	GG\Registration 2012 Annual Conf-GGarrett	475.00
9642163-1	GG\Registration 2012 Annual Conf-CKirk	475.00
9642163-2	CC\Registration 2012 Annual Conf-EGrimes	475.00
9642163-3	CC\Registration 2012 Annual Conf-MLVachon	475.00
97726	GG\Chili Cook-off\12 qt stock pot, 2 pc ppn	43.06
SO0001257931	GG\Lock Box	432.22
		14,217.74
	Date Totals:	15,056.09

	Check Amount
Report Total:	15,056.09

AGENDA

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/19/2012 - 11:55 AM

CITY OF TEHACHAPI CALIFORNIA

				Check Amount
Check No:	36223	Check Date:	07/19/2012	
Vendor:	3377	ACCAP c/o Elaine Andersen - City of Folsom		
09052012		CC\ACCAPS 2012 Summer Conference		150.00
				150.00
Check No:	36224	Check Date:	07/19/2012	
Vendor:	0832	ACWA/JPIA		
07052012		Medical Aug 2012		63,002.09
07052012-1		Dental Aug 2012		7,323.56
07052012-2		Vision Aug 2012		861.91
07052012-3		Life/AD&D Aug 2012		1,051.19
				72,238.75
Check No:	36225	Check Date:	07/19/2012	
Vendor:	0525	All American Tire & Service Center LLC.		
34423		GG\Flat repair		20.00
34451		PW\Flat repair		20.00
				40.00
Check No:	36226	Check Date:	07/19/2012	
Vendor:	1851	AT&T		
07012012		GG\White Page account for July		11.77
				11.77
Check No:	36227	Check Date:	07/19/2012	
Vendor:	2963	AT&T		
3510319		GG\City Hall telephone		480.99
				480.99
Check No:	36228	Check Date:	07/19/2012	
Vendor:	2785	Bakersfield VIP Uniforms, Inc.		
94194		PD\Misc Uniform Attachments		548.22
				548.22
Check No:	36229	Check Date:	07/19/2012	
Vendor:	0035	BC Laboratories, Inc.		
B125240		Wtr\samples Mojave & Pinon Wells		50.00
B125240-1		Wtr\samples Oakwood, Brentwood & Tanglewo		36.00
				86.00
Check No:	36230	Check Date:	07/19/2012	
Vendor:	1866	Bear Valley CSD		
07012012		PD\Dispatch Service		33,697.09
				33,697.09
Check No:	36231	Check Date:	07/19/2012	
Vendor:	1505	Benz Construction Services		

			Check Amount
2039272		PW\Toilet Rental & Svc	55.00
			55.00
Check No:	36232	Check Date: 07/19/2012	
Vendor:	2914	CivicPlus	
99784		GG\Monthly fee for Hosting & Support	648.93
			648.93
Check No:	36233	Check Date: 07/19/2012	
Vendor:	2147	Coffee Break Service, Inc.	
177025		GG\Coffee and supplies	90.10
JUL3324		GG\July Water Cooler Rental	26.95
			117.05
Check No:	36234	Check Date: 07/19/2012	
Vendor:	3183	Creative Technical Services	
8166		Depot\Fire Alarm Monitoring for Union Pacific]	150.00
			150.00
Check No:	36235	Check Date: 07/19/2012	
Vendor:	1321	Culligan Water Conditioning	
07012012		PD\ACD Rental	29.00
			29.00
Check No:	36236	Check Date: 07/19/2012	
Vendor:	1849	Government Finance Officers Association	
0168715S		Fin\Treasury Mgmnt Newsletter Sub 8-1-12 to 7·	55.00
			55.00
Check No:	36237	Check Date: 07/19/2012	
Vendor:	0424	Greater Tehachapi Chamber of Commerce	
6226		GG\2012-13 Business Referral Guide Ad	2,500.00
			2,500.00
Check No:	36238	Check Date: 07/19/2012	
Vendor:	0214	J&H Automotive Unlimited	
6045362		Strts\replace fan clutch on paint truck	328.25
			328.25
Check No:	36239	Check Date: 07/19/2012	
Vendor:	0218	Jim's Supply Company, Inc.	
522001		Rodeo Bleachers\8' & 21' pipes	868.47
			868.47
Check No:	36240	Check Date: 07/19/2012	
Vendor:	1708	JoRonCo Rentals	
02-035596-10		GG\4th of July Booth Rental	2,222.60
02-035597-08		GG\4th of July Stage Rental	2,357.60
			4,580.20
Check No:	36241	Check Date: 07/19/2012	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
07012012		GG\Recovery of LAFCO's operating costs	2,366.00
			2,366.00
Check No:	36242	Check Date: 07/19/2012	
Vendor:	1070	Kern County Environmental Health Division	

			Check Amount
IN0244289		Airport\Permit & Fees	395.00
			395.00
Check No:	36243	Check Date: 07/19/2012	
Vendor:	3294	Lewis Barricade	
1304756		Strts\20 min parking sign	26.81
			26.81
Check No:	36244	Check Date: 07/19/2012	
Vendor:	0260	Liebert Cassidy Whitmore	
149425		GG\Central Valley E R C Membership 7-1-12 to	1,323.00
			1,323.00
Check No:	36245	Check Date: 07/19/2012	
Vendor:	1055	Mercury Graphics	
4183		GG\Rodeo Grounds Banners, Hot Dog Festival f	520.16
4184		GG\Old Logo window envelopes	126.56
			646.72
Check No:	36246	Check Date: 07/19/2012	
Vendor:	0567	Microflex Corp #774353	
IN1289670		Swr\Safegrip XL, Evolution One XL	193.64
IN1289670-1		Swr\Safegrip XL, Evolution One XL	193.64
			387.28
Check No:	36247	Check Date: 07/19/2012	
Vendor:	0300	Mission Linen & Uniform Service	
140111401		PW\Linen maintenance, svc chg	81.99
			81.99
Check No:	36248	Check Date: 07/19/2012	
Vendor:	0620	Mountain Gardens Nursery	
38400		Swr\Goldfish food	18.22
			18.22
Check No:	36249	Check Date: 07/19/2012	
Vendor:	2892	Mountain Maintenance Group, Inc.	
4424		GG\City cleaning 7-2, 3, 5, 9, 10, 11 & 12	420.00
4424-1		PD cleaning 7-1, 2, 3, 5, 8, 9, 10, 11 & 12	600.00
4425		Airport cleaning 7-5 & 12	100.00
4426		Depot cleaning 6-28, 29 30 & 7-1, 2, 5, 6, 7, 8, 8	500.00
			1,620.00
Check No:	36250	Check Date: 07/19/2012	
Vendor:	0182	P&J Electric	
4285		Wtr\svc call to White Oak, change out bussing ir	303.39
			303.39
Check No:	36251	Check Date: 07/19/2012	
Vendor:	2236	Pacific West Sound, Inc.	
16169		GG\Sound System for fireworks & 4th of July H	2,800.00
			2,800.00
Check No:	36252	Check Date: 07/19/2012	
Vendor:	0350	Ranch Service & Supply	
23655		Rodeo Bleachers\16' SR	337.85

			Check Amount
			337.85
Check No:	36253	Check Date: 07/19/2012	
Vendor:	0362	RSI Petroleum Products	
0253701		PW\Fuel	1,961.61
			1,961.61
Check No:	36254	Check Date: 07/19/2012	
Vendor:	3501	Schaible, Robert C.	
07112012		Airport\Safety Barrier Signs for Events	620.00
			620.00
Check No:	36255	Check Date: 07/19/2012	
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law	
07192012 P1		GG\July Legal Svcs	1,338.00
			1,338.00
Check No:	36256	Check Date: 07/19/2012	
Vendor:	0913	Sierra Business Council	
06142012		CD\2012-2013 Sierra Business Council Member	550.00
			550.00
Check No:	36257	Check Date: 07/19/2012	
Vendor:	2902	Sim Sanitation, Inc	
23321		Airport\Monthly std & handicap unit rentals	82.00
			82.00
Check No:	36258	Check Date: 07/19/2012	
Vendor:	0399	Sparkletts	
070112		Swr\drinking water, cooler rental	156.65
			156.65
Check No:	36259	Check Date: 07/19/2012	
Vendor:	1658	Springbrook Software Inc.	
0022410		Fin\2nd v7 Migration Contract	5,625.00
			5,625.00
Check No:	36260	Check Date: 07/19/2012	
Vendor:	3281	Statewide Safety & Signs, Inc.	
276/12		Strts\12x18" 20 Minute Truck Parking Sign	32.18
			32.18
Check No:	36261	Check Date: 07/19/2012	
Vendor:	2111	Swift Napa Auto Parts	
746606		Strts\Thermostat & gasket for paint truck	11.24
			11.24
Check No:	36262	Check Date: 07/19/2012	
Vendor:	1947	Tehachapi Lawn and Garden	
07032012		PW\chains & chain sharpening	92.83
07112012		PW\Chain 20lpx072g	31.48
07112012		PW\Credit from inv 07032012 for sharpening. N	-9.50
			114.81
Check No:	36263	Check Date: 07/19/2012	
Vendor:	3437	Tehachapi Lifestyle Magazine	
1412		GG\Quarter page display ad on 12 mo contract, i	1,550.00

				Check Amount
				1,550.00
Check No:	36264	Check Date:	07/19/2012	
Vendor:	0445	Tehachapi Senior Center, Inc.		
07012012		GG\Space Rent July 2012		100.00
				100.00
Check No:	36265	Check Date:	07/19/2012	
Vendor:	1085	Three-Way Chevrolet		
C40661		PW\air check valves, replace front abs hub assml		2,637.19
				2,637.19
Check No:	36266	Check Date:	07/19/2012	
Vendor:	2676	USPS-Hasler		
07092012		GG\Postage		1,000.00
				1,000.00
Check No:	36267	Check Date:	07/19/2012	
Vendor:	2044	Wells Fargo Bank, N.A.		
60939		Principal - Goodrick Loan Note #CIEDB-01-019		26,090.49
60939-1		Principal - Goodrick Loan Note #CIEDB-01-019		26,090.49
60939-10		Fees - Goodrick Loan Note #CIEDB-01-019		310.64
60939-2		Principal - Goodrick Loan Note #CIEDB-01-019		-26,090.49
60939-3		Goodrick Loan Note #CIEDB-01-019		1,571.72
60939-4		Goodrick Loan Note #CIEDB-01-019		3,772.11
60939-5		Interest - Goodrick Loan Note #CIEDB-01-019		11,495.50
60939-6		Interest - Goodrick Loan Note #CIEDB-01-019		692.50
60939-7		Interest - Goodrick Loan Note #CIEDB-01-019		1,662.00
60939-8		Fees - Goodrick Loan Note #CIEDB-01-019		2,148.69
60939-9		Fees - Goodrick Loan Note #CIEDB-01-019		129.44
				47,873.09
Check No:	36268	Check Date:	07/19/2012	
Vendor:	0476	WITTS Everything for the Office		
123228-0		GG\Marker board, marker paper, folders, organiz		257.60
123251-0		GG\AP & PR check envelopes		178.01
123260-0		GG\files		19.78
123291-0		GG\Office Furniture		2,432.78
123294-0		Wtr\HP 901XL ink cartridges		65.40
123310		GG\post-it notes, add roll		61.35
123350-0		GG\folders		27.84
123355-0		GG\file storage boxes		21.75
				3,064.51
			Date Totals:	193,607.26
			Report Total:	193,607.26

AGENDA

Accounts Payable

Check Detail

User: annamarie
Printed: 07/23/2012 - 3:00PM

CITY OF TEHACHAPI CALIFORNIA

Check Number	Check Date	Amount
1502 - Applied Technology Group, Inc. 001-060-6705-000		
36269	07/23/2012	
Inv 000000001673		
Line Item Date: 07/01/2012	Line Item Description: GG\Finance Charge	23.91
Inv 000000001673 Total		23.91
Inv 1004666		
Line Item Date: 06/01/2012	Line Item Description: GG\Kenwood TK-3302 Radios	14,046.27
Inv 1004666 Total		14,046.27
36269 Total:		14,070.18
1502 - Applied Technology Group, Inc. Total:		14,070.18
2963 - AT&T		
36270	07/23/2012	
Inv 3501869		
Line Item Date: 07/02/2012	Line Item Description: Wtr\Fax	46.76
Inv 3501869 Total		46.76
Inv 3503541		
Line Item Date: 07/02/2010	Line Item Description: Swr\Telemetry Sys	15.73
Inv 3503541 Total		15.73
Inv 3510320		
Line Item Date: 07/06/2012	Line Item Description: Swr\WWTP Office	63.20
Inv 3510320 Total		63.20
Inv 3510321		
Line Item Date: 07/06/2012	Line Item Description: Swr\Fax	15.78

Check Number	Check Date	Amount

Inv 3510321 Total 15.78

Inv 3510322

Line Item Date	Line Item Description	
07/06/2012	GG\City Hall Fax	58.84

Inv 3510322 Total 58.84

Inv 3510323

Line Item Date	Line Item Description	
07/06/2012	Air\AWOS	15.41

Inv 3510323 Total 15.41

Inv 3510324

Line Item Date	Line Item Description	
07/06/2012	PW\Fax	30.45

Inv 3510324 Total 30.45

Inv 3510325

Line Item Date	Line Item Description	
07/06/2012	Air\Fuel Sys	15.73

Inv 3510325 Total 15.73

Inv 3510328

Line Item Date	Line Item Description	
07/06/2012	Swr\SCADA	75.72

Inv 3510328 Total 75.72

Inv 3510842

Line Item Date	Line Item Description	
07/06/2012	GG\Pinon Fax	15.28

Inv 3510842 Total 15.28

Inv 3511119

Line Item Date	Line Item Description	
07/06/2012	PD\Breathalizer Machine	15.73

Inv 3511119 Total 15.73

Inv 3511185

Line Item Date	Line Item Description	
07/06/2012	Depot	46.32

Inv 3511185 Total 46.32

Check Number	Check Date	Amount
36270 Total:		414.95
2963 - AT&T Total:		414.95

0395 - Gas Company, The

36271 07/23/2012

Inv 07122012

Line Item Date	Line Item Description	
07/12/2012	Wtr\100 Commercial Way\Gas	15.78
Inv 07122012 Total		15.78

Inv 07122012-1

Line Item Date	Line Item Description	
07/12/2012	GG\200 W Tehachapi Blvd\Gas	16.66
Inv 07122012-1 Total		16.66

Inv 07122012-2

Line Item Date	Line Item Description	
07/12/2012	PD\129 E F St\Gas	26.36
Inv 07122012-2 Total		26.36

Inv 07122012-3

Line Item Date	Line Item Description	
07/12/2012	Air\409 Bryan Ct\Gas	22.84
Inv 07122012-3 Total		22.84

36271 Total:	81.64
0395 - Gas Company, The Total:	81.64

3498 - Hernandez, Roy 001-000-2191-000

36272 07/23/2012

Inv 07042012

Line Item Date	Line Item Description	
07/04/2012	Hotdog Festival\Entertainment	250.00
Inv 07042012 Total		250.00

36272 Total:	250.00
3498 - Hernandez, Roy Total:	250.00

0300 - Mission Linen & Uniform Service 001-030-5170-000

Check Number	Check Date	Amount
36273	07/23/2012	
Inv 140103372		
Line Item Date	Line Item Description	
05/22/2012	PW\Linen Maintenance service	71.66
Inv 140103372 Total		71.66
36273 Total:		71.66
0300 - Mission Linen & Uniform Service Total:		71.66
0373 - Schroeter, Attorney @ Law, Thomas F. 001-010-6740-000		
36274	07/23/2012	
Inv 07192012		
Line Item Date	Line Item Description	
07/19/2012	Swr\Legal Services 6-18-2012 to 07-15-2012	96.00
Inv 07192012 Total		96.00
Inv 07192012-1		
Line Item Date	Line Item Description	
07/19/2012	Wtr\Legal Services 6-18-2012 to 07-15-2012	36.00
Inv 07192012-1 Total		36.00
Inv 07192012-2		
Line Item Date	Line Item Description	
07/19/2012	Air\Legal Services 6-18-2012 to 07-15-2012	744.00
Inv 07192012-2 Total		744.00
Inv 07192012-3		
Line Item Date	Line Item Description	
07/19/2012	RDA\Legal Services 6-18-2012 to 07-15-2012	54.00
Inv 07192012-3 Total		54.00
Inv 07192012-4		
Line Item Date	Line Item Description	
07/19/2012	Refuse\Legal Services 6-18-2012 to 07-15-2012	36.00
Inv 07192012-4 Total		36.00
Inv 07192012-5		
Line Item Date	Line Item Description	
07/19/2012	GG\Legal Services 6-18-2012 to 07-15-2012	990.00
Inv 07192012-5 Total		990.00

Check Number	Check Date	Amount
36274 Total:		1,956.00
0373 - Schroeter, Attorney @ Law, Thomas F. Total:		1,956.00

0569 - Smith, Philip A.

36275 07/23/2012

Inv 07192012

Line Item Date	Line Item Description	
07/19/2012	Council\Mileage to KCAC Dinner in Shafter	66.83
Inv 07192012 Total		66.83
36275 Total:		66.83
0569 - Smith, Philip A. Total:		66.83

0372 - Southern California Edison 001-010-7300-000

36276 07/23/2012

Inv 07102012

Line Item Date	Line Item Description	
07/10/2012	Strts\Curry s/o Pinon St	15.57
Inv 07102012 Total		15.57

Inv 07102012-1

Line Item Date	Line Item Description	
07/10/2012	Wtr\NW Cor Anita/Dennison	3,747.02
Inv 07102012-1 Total		3,747.02

Inv 07102012-2

Line Item Date	Line Item Description	
07/10/2012	Wtr\126 S Snyder Ave	123.84
Inv 07102012-2 Total		123.84

Inv 07102012-3

Line Item Date	Line Item Description	
07/10/2012	LLD\115 Manzanita St	24.45
Inv 07102012-3 Total		24.45

Inv 07102012-4

Line Item Date	Line Item Description	
07/10/2012	LLD\209 E Highline Rd Ped	24.42
Inv 07102012-4 Total		24.42

Check Number	Check Date	Amount
36276 Total:		3,935.30
0372 - Southern California Edison Total:		3,935.30
Total:		20,846.56

AGENDA

Accounts Payable

Checks by Date - Summary By Check Date

User: delphina
Printed: 7/31/2012 - 1:37 PM

CITY OF TEHACHAPI CALIFORNIA

					Check Amount
Check No:	36281	Check Date:	07/31/2012		
Vendor:	0404	Vendor Name:	State Controller, Attn: Margaret F		100.00
				Date Total:	100.00
				Report Total:	100.00

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: TWG

CITY MANAGER:

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 1, 2012

SUBJECT: JOHN & JEANINE KABLER GROUND LEASE TERMINATION (58W)

Background:

John & Jeanine Kabler entered into an Airport Ground lease Agreement with the City of Tehachapi on April 1, 2007. The lease is for ground only with intent to build (hangar) in the future. The Kabler's situation has now changed (see letter) and they request to terminate this lease agreement.

Fiscal Impact:

The City would stop receiving $95.27 per/month for the ground lease ($1,143.24 per/yr)

Recommendation:

Approve the Lease Termination for site 58W

AGENDA

RECEIVED
JUL 02 2012
CITY OF TEHACHAPI

June 28, 2012

Tehachapi City Hall

115 So. Robinson St.

Tehachapi, Ca 93561-1722

To: City of Tehachapi, Airport Manager

Both Jeanine and I respectfully request that the ground lease between the City of Tehachapi and John & Jeanine Kabler regarding the vacant hanger site 58W be terminated. I have been unable to renew my 3rd class medical and have not flown for almost two years. At this time, I'm uncertain if I will ever be able to obtain my medical again. Thus my previous plans to own an aircraft and build a hanger at 58W is no longer a realistic possibility for us in the future.

Thank you very much for considering this matter.

John Kabler

Jeanine Kabler

AGENDA

AGREEMENT FOR CANCELLATION AND SURRENDER OF NONCOMMERCIAL HANGAR GROUND LEASE
(Tehachapi Airport Suite 58W)

THIS CANCELLATION AND SURRENDER made this 31 day of JULY, 2012, by and between the CITY OF TEHACHAPI ("Lessor") and JOHN L. KABLER and JEANINE L. KABLER, husband and wife ("Lessees"),

WITNESSETH:

WHEREAS, Lessor and Lessees entered into that certain lease entitled "Noncommercial Hangar Ground Lease Agreement" dated April 1, 2007 in which Lessor leased to Lessees and Lessees leased from Lessor the premises described therein (the "Leased Premises"); and

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

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

NOW, THEREFORE, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Subject to the terms and conditions of this Agreement, the parties hereby cancel the Lease and all of Lessees' right, title, and interest in same and each party hereby releases the other from any obligations thereunder. Subject to the terms and conditions of this Agreement, Lessees hereby surrender the Leased Premises to Lessor and Lessor accepts same.

3. Lessees hereby represent and warrant the following: (a) that Lessees have not assigned, sublet, or otherwise transferred any right, title, or interest in the Lease nor

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

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

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

6. This Agreement may be executed in counterparts.

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

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

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

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

///

///

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

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

7/31/12

JOHN L. KABLER, **Lessee**

7/13/2012

JEANINE L. KABLER, **Lessee**

AGENDA

WHEN RECORDED MAIL TO AND MAIL
TAX STATEMENTS TO:

City of Tehachapi
Attention: Greg Garrett
115 So. Robinson Street
Tehachapi, California 93561

SPACE ABOVE THIS LINE FOR RECORDER'S USE_____

QUITCLAIM OF LEASE AND LEASED PREMISES

The undersigned grantor(s) declare(s):
Documentary transfer tax is NONE (Conveyance to Governmental Entity).
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: (X) City of Tehachapi, and

JOHN L. KABLER and JEANINE L. KABLER, husband and wife, hereby remise, release, and quitclaim to the City OF TEHACHAPI, a municipal corporation, all of their right, title, and interest in and to that certain real property lease agreement with the City of Tehachapi dated April 1, 2007 and to the Leased Premises described therein as Suite 58W located on the Airport of the City of Tehachapi.

Dated: JULY 31 2012

JOHN L. KABLER

JEANINE L. KABLER

STATE OF CALIFORNIA)
) ss.
COUNTY OF KERN)

On _____, before me, _____, Notary Public, personally appeared JOHN L. KABLER and JEANINE L. KABLER, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities on behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ [Seal]

Title Order No. _____ Escrow or Loan No._____

AGENDA

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

City of Tehachapi

Respecting Our Past · Planning Our Future

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

March 20, 2007

John L. Kabler
Jeanine L. Kabler
27200 Rebel Ct.
Tehachapi, CA 93561

Re: Hangar 58W Lease Agreement

Dear Mr. & Mrs. Kabler

Enclosed please find two original leases in regard to the above-referenced hangar which were approved by the Tehachapi City Council on March 19, 2007. Please sign the leases where indicated and return them to Tehachapi City Hall, 115 S. Robinson, Tehachapi, CA 93561. Once you have signed the leases and returned them to our office we will have the Mayor sign the same. Once all parties have signed the leases you will be sent a conformed copy for your records.

If you have any additional questions regarding this matter, please call me at 661-822-2200 ext. 102.

Sincerely,

Kathie Mikulovsky
Office Assistant

encl.

ED GRIMES
Mayor

DEBORAH C. HAND
Mayor Pro-Tempore

STAN BECKHAM
Council Member

PHILIP A. SMITH
Council Member

LINDA S. VERNON
Council Member

JASON D. CAUDLE
City Manager

GREG GARRETT
Assistant City Manager

HANNAH H. CHUNG
Finance Director

DAVID A. JAMES
Community Development Director

DENNIS WAHLSTROM
Public Works Director

TIMOTHY McLAUGHLIN
Fire Chief

JEFF KERMODE
Chief of Police

DAVID ZWEIGLE
Airport Manager

PAT GASSAWAY
City Treasurer

THOMAS F. SCHROETER
City Attorney

DEBBIE SPARKS
City Clerk

JAY SCHLOSSER, P.E.
City Engineer

AGENDA

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) Suite 58W

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 1st day of April 2007, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and JOHN L. KABLER, and/or JEANINE L. KABLER, a husband and wife, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on April 1, 2007, and terminating on April 1, 2027 (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term whichever applies. In the event LESSEE exercises its option to renew the Lease, the renewal shall be on the same terms and conditions as described in this Lease. except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

CITY OF
TEHACHAPI
LEGAL DEPARTMENT

AGENDA

3. **HOLDING OVER:**

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

4. **RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of $87.50 per month payable in advance on the first day of each month commencing April 1, 2007. On February 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to February 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

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

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, modification, display, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or

other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any action necessary to abate or cure such condition at LESSEE'S sole cost and expense, without further written notice and LESSOR shall have no liability to LESSEE therefore nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR will use its reasonable best efforts to limit the physical damage incurred to hangar or property to cure such condition.

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

7. **CONDITION OF PREMISES:**

LESSEE has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, as is, subject to and including all defects, latent and/or patent. See Attachment 1.

8. **SAFETY:**

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire,

environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto. LESSOR shall maintain undeveloped grounds adjacent to demised property in a condition consistent with current city and county fire code.

9. **ALTERATIONS:**

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

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within thirty (30) days after receipt of a written notice

service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE. If such repair is determined by the LESSEE to be economically unfeasible, either party shall have the option of terminating the agreement with LESSEE, and at LESSES'S cost, returning the demised property to its original pre-agreement condition.

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

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

Improvements within thirty (30) days. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next thirty (30) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within thirty (30) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

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

all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

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

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR will promptly notify LESSEE if LESSEE is not present, of any and all instances where LESSOR was required to enter leased premises. The name of entrant, the purpose of entry, the date, time and confirmation of securing same shall be included in the notification to LESSEE. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

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

over, unless it has been determined in a court of law that gross negligence and willful misconduct has occurred on behalf of the LESSOR.

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of LESSEE'S use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of $ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

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

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

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

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

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

the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

21. **TAXES AND ASSESSMENTS:**

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

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

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

23. **AERONAUTICAL RESTRICTIONS:**

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

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

(c) LESSEE shall not make use of the demised premises in any manner, which might interfere with lawful air navigation and communication, the landing or taking off of aircraft from Tehachapi Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, LESSOR will immediately notify LESSEE of the situation and require immediate corrective action and reserves the right to enter on

the demised premises and cause the abatement of such interference at the expense of LESSEE.

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

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

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

24. **SUBLETTING:**

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

(i) Any assignment or sublease shall be in writing and shall provide that the assignee or subleasee shall agree to and be bound by all of the terms and conditions of the Lease;

(ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and

(iii) A rental adjustment, which shall be, based on the rental then in

effect by LESSOR for new noncommercial hangar ground leases.

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

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

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

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distrait shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law,

then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by 30 day written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

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

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

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

29. **NEGATION OF PARTNERSHIP:**

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

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: John L. Kabler
Jeanine L. Kabler
27200 Rebel Ct.
Tehachapi, CA 93561

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

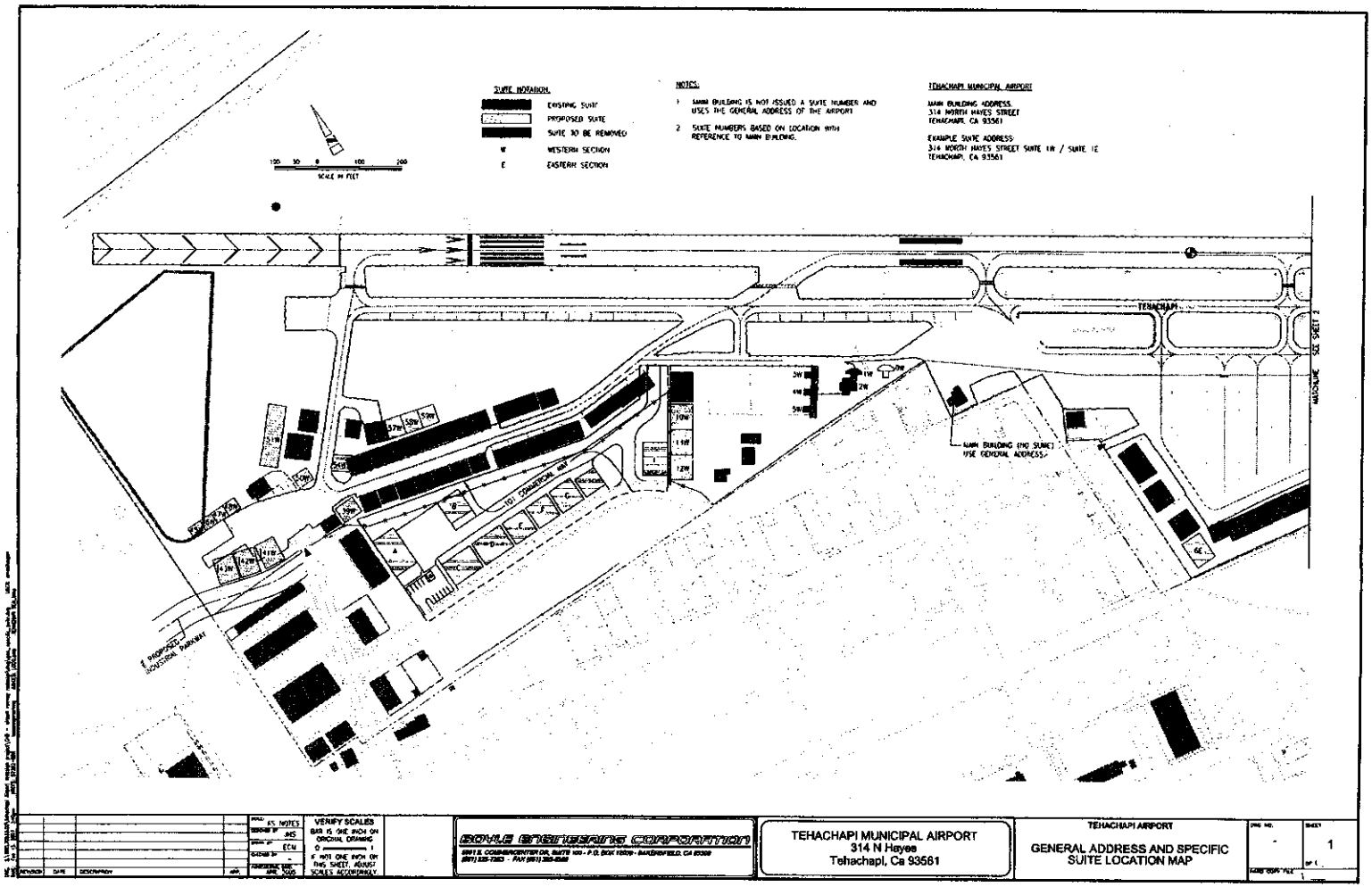
CITY OF TEHACHAPI

By:_____
ED GRIMES
Mayor of the City of Tehachapi, California

LESSEE:

By:_____
John L. Kabler

By:_____
Jeanine L. Kabler


SUITE NOMENCLATURE
EXISTING SUITE
PROPOSED SUITE
SUITE TO BE REMOVED
W WESTERN SECTION
E EASTERN SECTION
SCALE IN FEET
NOTES:
1 MAIN BUILDING IS NOT ISSUED A SUITE NUMBER AND USES THE GENERAL ADDRESS OF THE AIRPORT
2 SUITE NUMBERS BASED ON LOCATION WITH REFERENCE TO MAIN BUILDING.
TEHACHAPI MUNICIPAL AIRPORT
MAIN BUILDING ADDRESS:
314 NORTH HAYES STREET
TEHACHAPI, CA 93561
EXAMPLE SUITE ADDRESS:
314 NORTH HAYES STREET SUITE 1W / SUITE 1E
TEHACHAPI, CA 93561
TEHACHAPI
MAIN BUILDING (NO SUITE) USE GENERAL ADDRESS
SEE SHEET 2
PROPOSED MONTAIN PARKWAY
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY
BOYLE ENGINEERING CORPORATION
TEHACHAPI MUNICIPAL AIRPORT
314 N Hayes
Tehachapi, Ca 93561
TEHACHAPI AIRPORT
GENERAL ADDRESS AND SPECIFIC SUITE LOCATION MAP
1

AGENDA

SUITE NOTATION:

- EXISTING SUITE
- PROPOSED SUITE
- SUITE TO BE REMOVED
- W WESTERN SECTION
- E EASTERN SECTION

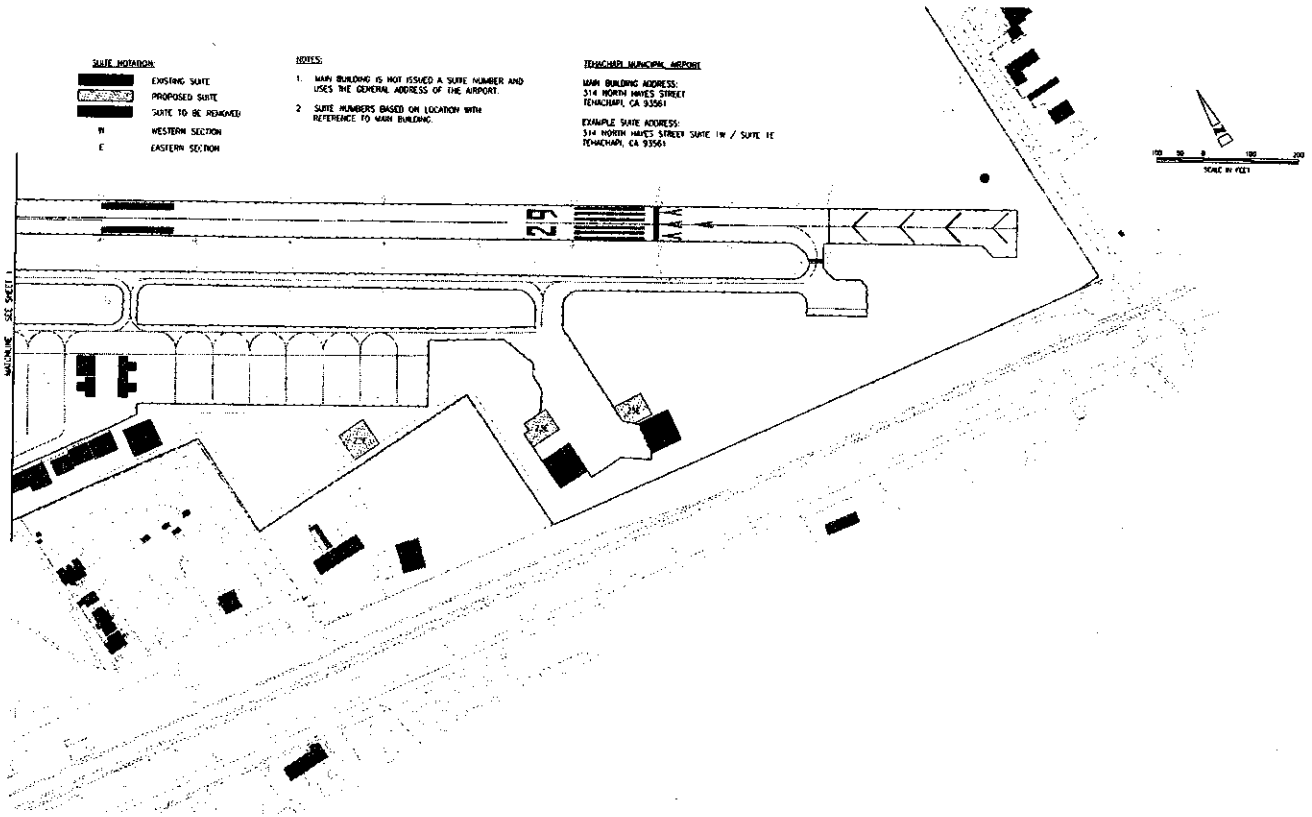
NOTES:

1. MAIN BUILDING IS NOT ISSUED A SUITE NUMBER AND USES THE GENERAL ADDRESS OF THE AIRPORT.
2. SUITE NUMBERS BASED ON LOCATION with REFERENCE TO MAIN BUILDING.

TEHACHAPI MUNICIPAL AIRPORT

MAIN BUILDING ADDRESS:
314 NORTH HAYES STREET
TEHACHAPI, CA 93561

EXAMPLE SUITE ADDRESS:
314 NORTH HAYES STREET SUITE 1W / SUITE 1E
TEHACHAPI, CA 93561



REVISION	DATE	DESCRIPTION

AS NOTES
JHS
ECM
APRIL 2001

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

BOYLE ENGINEERING CORPORATION
5001 E. COMMONWEALTH DR., SUITE 100 - P.O. BOX 18000 - BAKERSFIELD, CA 93389
(661) 325-7200 - FAX (661) 324-0869

TEHACHAPI MUNICIPAL AIRPORT
314 N Hayes
Tehachapi, Ca 93561

TEHACHAPI AIRPORT
GENERAL ADDRESS AND SPECIFIC SUITE LOCATION MAP

DWG NO. -
SHEET 2 OF 1

AGENDA

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

AGENDA SECTION: POLICE DEPARTMENT

MEETING DATE: AUGUST 6th, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: JULY 30, 2011

SUBJECT: PROPOSED RENEWAL OF SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING WITH TEHACHAPI UNIFIED SCHOOL DISTRICT

BACKGROUND

As Council is aware, the City previously entered into a School Resource Officer Memorandum of Understanding (MOU) with the Tehachapi Unified School District. The MOU assigned a School Resource Officer from the Tehachapi Police Department to the TUSD in exchange for reimbursement from the TUSD to the City for fifty percent (50%) of the officer's salary, benefits, and TUSD approved overtime.

The program has experienced continued success, receiving praise from administration, faculty, students, parents, and the community. As such, the TUSD Board of Trustees voted on June 26, 2012, to renew the School Resource Officer MOU for another year and the Superintendent has signed the MOU on behalf of the TUSD.

FISCAL IMPACT

None. The City's share of the funding was included in the 2012-2013 budget recently approved by the City Council.

OPTIONS

- Approve and authorize the Mayor and Police Chief to sign the proposed renewal of the School Resource Officer Memorandum of Understanding with the Tehachapi Unified School District.
- Do not approve the proposed renewal of the School Resource Officer MOU.

RECOMMENDATION

APPROVE AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING.

Attachment: School Resource Officer Agreement

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT REGARDING THE POSITION OF SCHOOL RESOURCE OFFICER

This Memorandum of Understanding (MOU) is entered into between the City of Tehachapi, on behalf of the Tehachapi Police Department (jointly referred to herein as "TPD"), and the Tehachapi Unified School District (TUSD). The purpose of this MOU is to delineate each party's rights and responsibilities with regard to the assignment of a TPD law enforcement officer, known as a School Resource Officer (SRO), to work closely with the TUSD.

Recitals

A. The parties agree that the assignment of a TPD law enforcement officer to work closely with TUSD as a SRO will enhance student safety, decrease the frequency of drug use and substance abuse by youths, lessen the occurrence of youth violence, dissuade gang activities, encourage good relations between TPD and the student community, benefit law enforcement generally in the Tehachapi community, and promote the overall safety and security of the educational environment at TUSD schools.

B. The parties desire to delineate their respective rights and responsibilities in connection with the creation and maintenance of the SRO position by TPD.

Terms

The parties agree as follows:

1. Responsibilities of TPD:

Any law enforcement officer assigned to the SRO position contemplated by this MOU shall be a trained and sworn peace officer employed by TPD.

TPD will provide to TUSD an informative profile of any officer to be assigned as SRO, which will include sufficient information to identify the officer, his or her education and law enforcement experience, and other such public information deemed appropriate by the Chief of Police.

TPD will assign to the position of SRO only those law enforcement officers agreeable to TUSD and TPD.

TPD will assign the SRO to TUSD during the regular school year, during summer school, and when students are on campus for pre-school year activities, such as football practice. It is agreed that this period of time is approximately 10 months. The SRO may only be assigned non-school related duties during an emergency, a crisis, manpower shortage, when school is not in session, or as otherwise determined by TPD.

TPD will consult and coordinate with TUSD with regard to the activities and duties of the SRO. Both TPD and TUSD will designate a primary contact person for this purpose. For TPD, that person may be the assigned SRO.

TPD will schedule, announce, and conduct regular "Tehachapi Youth Collaborative" meetings and at TPD's discretion for the purpose of collaborative program planning, community coordination, promoting public awareness, and evaluating youth/law enforcement issues. TPD will designate a representative for this purpose, which may be the assigned SRO. TUSD will also designate a representative to participate in these meetings. Additionally, other "stakeholders" in the community will be invited to attend, such as the Kern County Sheriff's Department, Kern County Probation Department, Tehachapi Valley Recreation and Parks District, Bear Valley Police Department, Stallion Springs Police Department, and similar entities.

TPD will schedule, announce, and conduct regular "Safe Campus Committee" meetings at the TPD's discretion, for the purpose of discussing school safety, youth drug use issues, gang participation/ activity, and other youth related crime. TPD will designate a representative for this purpose, which may be the assigned SRO. TUSD will encourage maximum attendance by school site administrators and/or their designees.

TPD will participate in School Attendance Review Board meetings when invited. The TPD representative at such meetings may be the assigned SRO.

TPD will provide the SRO with a patrol vehicle and associated equipment (radio, computer, fax, etc). TPD will bear the cost of operating, maintaining, and repairing the patrol vehicle and associated equipment (gas, oil, tires, repairs, etc.)

TPD will approve overtime as may be necessary and only with the concurrence of, or at the request of, TUSD and TUSD will pay 50% of the SRO's overtime pay.

TPD will compile statistics and other information regarding: 1) juvenile arrests; 2) SRO time while physically at school sites; 3) the nature and frequency of participation in school related activities by all TPD personnel; 4) officer training regarding the prevention of drug use by youths; and 5) other matters that may lead to informed decision making by the Tehachapi City Counsel and TUSD Board of Trustees, or the successful application for future grant opportunities, if any. TPD will report such information annually to both the Tehachapi City Counsel and the TUSD Board of Trustees.

TPD will arrange and fund any training that may be needed by or recommended for the SRO.

The SRO will make reasonable efforts to perform the following:

-Review and revise as necessary, or initiate development of school protocols to be used in the event of a tragic situation developing at a school site.

-Review and revise as necessary or initiate development of a coordinated intervention system for the purpose of facilitating referral of high risk youths to intervention and counseling programs.

-Review and revise as necessary, or initiate development of an intervention program designed to 1) decrease drug possession and sales, 2) increase arrests for drug possession and sales, and 3) increase law enforcement visibility on middle school and high school campuses as appropriate.

-Schedule, announce, and conduct periodic training of school personnel, including campus security staff, in maintaining school safety, recognizing signs and symptoms of drug use, gang identification and prevention, and prevention of youth violence or other youth related crime.

-Schedule and conduct school-wide or classroom presentations, such as DARE or GREAT instruction for sixth graders and other presentations as necessary, to students in grades 7-12.

-Provide consultation and training as necessary to other law enforcement personnel who may be required to interact with youthful suspects. Such counseling or training should include recognition and understanding of symptoms typically associated with cognitive disabilities, such as mental retardation, ADHD, and autism.

- Perform other duties as mutually agreed, such as conflict mediation, patrolling and traffic control in and around school sites.

- Respect the constitutional and statutory rights accorded to students and school staff.

- Make reasonable efforts to cooperate with TUSD administrative personnel.

2. Responsibilities of TUSD:

TUSD will make reasonable efforts to cooperate with the assigned SRO and related TPD personnel.

TUSD will reimburse TPD for 50 percent of the SRO's monthly salary and benefits for the 10 month period referenced in Paragraph 1. TPD is entirely responsible for the SRO's monthly salary and benefits during the remaining two months of the year. TPD shall submit invoices for reimbursement to TUSD on a quarterly basis.

TUSD will reimburse TPD for 50 percent of the cost of outside training provided to the SRO, but only when the TUSD Superintendent has given his/her prior approval, in writing, authorizing the expenditure.

If the City of Tehachapi or TPD receives funding through a grant or from a third party for the purpose of establishing or maintaining an SRO, TUSD's reimbursement obligation is contingent upon, and only to the extent that, such funding has been dedicated solely to the SRO position and has been fully exhausted.

TUSD will provide the SRO with office space, supplies, and equipment necessary to develop and deliver pertinent information or presentations to students, school staff, other law enforcement officers/agencies, or to prepare for the meetings required under this MOU, including access to word processing equipment, copying machines, overhead projectors, and stationery supplies, as well as secretarial assistance and help from TUSD media and technology personnel.

3. Employment Status of the SRO. The parties agree that in performing the services pursuant to this MOU, the SRO is an employee of TPD, is not a TUSD employee, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits TUSD may provide for its employees. The SRO shall be directed and instructed by TPD.

TPD shall provide all services under this MOU as an independent contractor and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this MOU shall be deemed to create any relationship of principal and agent, master and servant, or employer and employee between TUSD and the SRO.

TPD shall be solely responsible for withholding, applicable payroll taxes, and contributions, including but not limited to federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. TPD agrees to hold harmless, indemnify, and defend TUSD from any liability resulting from TPD's failure to make such payments, including self-employment taxes.

If TUSD is held to be an employer or co-employer of the SRO due to the acts or conduct of TPD, TPD shall hold harmless and indemnify TUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by TUSD as a result of that holding.

4. Duration. This MOU shall be effective on the date signed by the authorized representatives of each party and shall continue in effect until June 30, 2012. It may then be duly extended by the affirmative action of both parties for periods of time not to exceed three years.

5. Termination. This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30 calendar days after actual receipt of the written notice. TUSD will reimburse TPD pro rata for services up to the date of actual termination.

6. Indemnification. Each party shall defend, hold harmless, and indemnify the other, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, death, sickness, or injury to any person(s) or damage to any property, (but not to include consequential damages), from any cause whatsoever arising from or connected with the party's actions and conduct except to the extent resulting from the actions or conduct of the other party, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives.

This indemnity shall survive termination of this MOU and is in addition to any other rights or remedies that TUSD may have under law and/or otherwise.

7. Insurance. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company admitted to do business in California (or self-insurance or joint powers coverage): (1) general liability with minimum coverage limits of $1,000,000 per occurrence; (2) automobile liability as required by state law; (3) professional liability (malpractice) with a limit of liability not less than $1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party shall furnish the other with a certificate or certificates of insurance containing the endorsements required under this section, and the other party shall have the right to inspect the insured's original insurance policies (or self-insurance memorandum of coverage) upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, the party whose insurance is so affected shall immediately file with the other a certified copy of the required new or renewal policy and certificates for such policy.

8. Nondiscrimination. Neither party shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall the personnel of either party harass any person based on gender or any other basis prohibited by applicable law in the course of performing its obligations under this MOU.

9. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the party or on the second business day after mailing, if the document is mailed by registered or certified mail addressed to the party at the address set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

10. Miscellaneous.

A. Entire Agreement. This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to SRO services to be rendered, and supersedes all prior and contemporaneous understandings or MOUs of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.

B. Amendment. The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to either party to this MOU, nor shall any provision give any third person any right of subrogation or action against either party to this MOU.

F. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

TEHACHAPI UNIFIED SCHOOL DISTRICT

By: Lisa Gilbert

Lisa Gilbert
District Superintendent
400 South Snyder Avenue
Tehachapi, California 93561

Date: June 26, 2012

CITY OF TEHACHAPI

By: _____

Ed Grimes, Mayor
115 South Robinson Street
Tehachapi, California 93561

Date: _____

By: _____

Jeff Kermode, Chief of Police
Tehachapi Police Department
115 South Robinson Street
Tehachapi, California 93561

AGENDA

COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD:
CITY MANAGER:

AGENDA SECTION: ASST CITY MANAGER REPORTS

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: AUGUST 2, 2012

SUBJECT: WEED ABATEMENT

BACKGROUND:

As the Council is aware, the City conducts its Weed Abatement Program each summer in an effort to remove weeds, grasses, rubbish and other materials from properties that constitute a fire hazard or other potential public health issue. This process, outlined in Chapter 8.32 of the Tehachapi Municipal Code, allows the City to abate weeds, grasses and rubbish after June 15 for any properties which have not already been cleared. This abatement is performed by a City contractor and the bill for the work is then eligible to be placed as a tax lien against the property.

Prior to placing a lien on a property for abatement costs, the City Council must adopt a resolution confirming the approval by the City Clerk of certain properties in the City of Tehachapi for the abatement of weeds and rubbish.

RECOMMENDATION:

ADOPT THE RESOLUTION CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH, SUBJECT TO REVISION AND APPROVAL OF THE CITY ATTORNEY

AGENDA

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI CONFIRMING THE APPROVAL BY THE CITY CLERK OF ASSESSMENTS OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF WEEDS AND RUBBISH AND AUTHORIZING THE COLLECTION OF THE ASSESSMENTS BY THE KERN COUNTY TAX COLLECTOR

WHEREAS, the properties in the City of Tehachapi (the "City") described in Exhibit A attached hereto and by this reference a part hereof (the "Properties") were determined to be in violation of Tehachapi Municipal Code Section 8.32.010 which prohibits any weeds, grasses, rubbish or other material dangerous or injurious to neighboring property or the health or welfare of residents in the vicinity (the "Weeds and Rubbish") from growing, lying or being located on any lot, place, or areas within the City; and

WHEREAS, pursuant to Chapter 8.32 of the Tehachapi Municipal Code, the City has abated the Weeds and Rubbish and at City's cost, from the Properties; and

WHEREAS, the City Clerk has rendered her statement showing the costs of the foregoing abatement for each Property which is more particularly described in Exhibit "A" and the costs have not been paid by any of the Properties; and

WHEREAS, pursuant to Section 8.32.040 of the Tehachapi Municipal Code, the City may place the costs of the abatements on the regular County property tax bill for each Property and the costs shall be collected at the same time and in the same manner as other County property taxes and the costs shall be a lien against each such Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AS FOLLOWS:

1. That the foregoing recitals are true and correct.

2. That the costs for the abatement of each Property as described in Exhibit "A" are hereby confirmed and are hereby made a lien and special assessment against the Properties and the City is directed to notify the property owner of and record the lien created herein as authorized under Government Code Section 38773.1.

3. That the assessments enumerated herein are not subject to Proposition 218.

4. That the City Attorney may commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).

5. That the property owners named in Exhibit "A" may pay, or cause to be paid, the charges stated therein at City Hall, 115 South Robinson Street, Tehachapi, California at any time prior to the time the lien imposed under Government Code Section 38773.1 and Tehachapi Municipal Code Section 8.32.040 is foreclosed or placed on the property tax rolls for collection as described in paragraph 6 below.

6. In the event such charges assessed and confirmed against the Properties are not paid in full prior to collection or foreclosure, such special assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the Property for collection therein.

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PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of August, 2012.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
ED GRIMES, Mayor
City of Tehachapi, California

ATTEST:

_____
DENISE JONES, City Clerk
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 August 6, 2012.

_____
DENISE JONES, City Clerk
City of Tehachapi, California

AGENDA

Exhibit A

APN	PROPERTY ADDRESS	COST TO DO WORK	ADMIN COST	TOTAL COST
1) 223-190-20	No Situs Available 2011	$1,340.00	$201.00	$1,541.00
2) 415-130-21	No Situs Available 2011	$790.00	$148.50	$938.50
3) 223-490-09	No Situs Available 2011	$150.00	$22.50	$172.50
4) 223-490-05	No Situs Available 2011	$185.00	$27.75	$212.75
5) 223-490-20	No Situs Available 2011	$325.00	$48.75	$373.75
8) 223-490-10	No Situs Available 2011	$150.00	$22.50	$172.50
9) 223-490-14	No Situs Available 2011	$185.00	$27.75	$212.75
10) 223-490-15	No Situs Available 2011	$150.00	$22.50	$172.50
11) 223-490-16	No Situs Available 2011	$150.00	$22.50	$172.50
12) 223-490-17	No Situs Available 2011	$150.00	$22.50	$172.50
13) 417-012-37	17255 Highline Rd. 2011	$4,280.00	$642.00	$4,992.00
14) 223-490-19	No Situs Available 2011	$290.00	$43.50	$333.50
15) 223-490-18	No Situs Available 2011	$325.00	$48.75	$373.75
16) 223-490-08	No Situs Available 2011	$220.00	$33.00	$253.00

AGENDA

Exhibit A

17) 417-020-15	No Situs Available	2011	$150.00	$22.50	$172.50
18) 416-010-25	No Situs Available	2011	$885.00	$132.75	$1,017.75
19) 223-411-03	420 Appaloosa Ct.	2011	$282.10	$42.32	$324.42
20) 416-180-14	719 S Curry St.	2011	$29.47	$4.42	$33.89
21) 040-330-12	120 N Curry St.	2011	$145.60	$21.84	$167.44
22) 040-370-01	122 N Robinson St.	2011	$72.80	$10.92	$83.72
23) 040-370-13	203 E H St.	2011	$91.00	$36.40	$146.51
24) 040-420-07	121 N Mojave St.	2011	$218.40	$32.76	$251.16
25) 040-490-09	534 E E St.	2011	$18.20	$2.73	$20.93
26) 223-180-43	1095 Goorick Rd.	2011	$100.10	$15.02	$115.12
27) 416-141-13	824 Oakwood St.	2011	$18.43	$2.76	$21.19
28) 416-215-10	823 Aspen Dr.	2011	$40.54	$6.08	$46.62

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: ____

CITY MANAGER: ____

AGENDA SECTION: ASST CITY MANAGER REPORTS

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: AUGUST 2, 2012

SUBJECT: TRACT 6216 PUBLIC IMPROVEMENTS – REJECTION OF BIDS

BACKGROUND:

On May 7, 2012, the City Council authorized Staff to advertise, and receive bids, for the Tract 6216 Public Improvements project. As the Council will recall, this project will utilize funds from a settlement with the bonding company to complete certain public streets and landscape areas within the Tract 6216 development, also known as Alta Estates.

On July 19, 2012, Staff opened bids for the subject project and the results were as follows:

Contractor Name	Bid Amount
Burtch Construction	$1,913,833.25
Cooley Construction, Inc.	$1,929,831.00

Unfortunately, the bids received were significantly higher than the budgeted amount. After a thorough review of the bids, it is staff's opinion that splitting the current project into two projects (i.e. a landscaping project and an infrastructure project) would allow for significantly lower construction costs.

In order to do this, Council must first reject the bids received from Burtch Construction and Cooley Construction, Inc.

FISCAL IMPACT:

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

RECOMMENDATION:

REJECT THE BIDS FOR THE TRACT 6216 PUBLIC IMPROVEMENTS PROJECTS

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

AGENDA SECTION: ASST CITY MANAGER REPORTS

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: AUGUST 2, 2012

SUBJECT: TEHACHAPI BOULEVARD PHASE IV PROJECT - AWARD

BACKGROUND:

As the Council is aware, the Tehachapi Blvd Phase IV Project has been designed and subsequently circulated for public bid. This project includes enhancements to the south side of Tehachapi Blvd between Robinson St and Hayes St, including new sidewalk, handicap ramps, decorative crosswalks, lighting and landscaping. All of these improvements will be similar to the improvements already completed throughout downtown.

Staff opened bids for this project on July 7, 2012. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Kern Pacific Construction	$499,639.25

Although only one bid was received, the bid was within the expected budget and staff has reviewed the bid and determined it to be responsive.

FISCAL IMPACT:

Funding for this project comes from two grant sources. Specifically, $361,000 from a Transportation Enhancement grant and $207,000 from a Community Development Block Grant. The total of $568,000 in grant funds will be used to pay for not only construction costs but also construction administration and observation. Additionally, while there is no match requirement for CDBG funding, there is a roughly 12% match required for TE funds, which will be covered with City funds.

RECOMMENDATION:

AWARD THE TEHACHAPI BLVD PHASE IV PROJECT TO KERN PACIFIC CONSTRUCTION IN THE AMOUNT OF $499,639.25 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR $24,981.96)

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

AGENDA SECTION: ASST CITY MANGER REPORTS

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: AUGUST 2, 2012

SUBJECT: C STREET WATERLINE PROJECT

BACKGROUND:

As the Council may be aware, City Staff has prepared plans and specifications to replace the existing waterline on C Street from Curry Street to Mill Street. Currently, there are two water lines serving this area of C Street. One is an old two-inch steel water line for domestic services and the other is an eight-inch line for fire suppression.

For several years, City water department staff have had to make multiple repairs per year due to breaks in the two-inch steel line. Additionally, the existing eight-inch line does not meet current City Standards and therefore will not be used to consolidate services lines.

This new waterline project will eliminate both the two-inch line and the existing eight-inch, and will replace them with a single eight-inch line to provide domestic services and fire suppression. This new line will also be tied into existing lines on Mill Street and Pauley Street, thereby creating a redundant loop and allowing staff to isolate smaller areas in the event of needed repairs or shutdowns.

At this time Staff would recommend that the Council authorize staff to solicit and receive bids for the C Street Waterline Project. Upon receipt of the bids, staff will then return to the Council for award or rejection of the bids.

FISCAL IMPACT:
This project is budgeted and will be completed with Water Enterprise Funds.

RECOMMENDATION:

DIRECT STAFF TO SOLICIT AND RECEIVE BIDS FOR THE C STREET WATERLINE PROJECT

AGENDA

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: ____

CITY MANAGER: ____

AGENDA SECTION: CITY MANAGER REPORTS

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: AUGUST 2, 2012

SUBJECT: SECOND AMENDMENT TO TEHACHAPI COMMUNITY THEATER BEEKAY THEATER LEASE

BACKGROUND

As the Council is aware, Staff entered into an agreement entitled "Tehachapi Community Theater Beekay Theater Lease" on August 4, 2008 in which the City leased the premises to TCT. Attached to this report is a copy of an amended lease created between the City and TCT by City Attorney, Tom Schroeter. The amended lease states that the City will provide sewer and water services at its expense and at no expense to Tehachapi Community Theater.

RECOMMENDATION

APPROVE THE AMENDED LEASE BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY THEATER.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT (the "Second Amendment") made this _____ day of _____, 2012, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City") and the TEHACHAPI COMMUNITY THEATER, a nonprofit unincorporated association ("TCT"),

W I T N E S S E T H:

WHEREAS, City and TCT entered into that certain lease agreement dated August 4, 2008 which was amended in June 21, 2010 (collectively, the "Lease") in which TCT leased from City and City leased to TCT the Premises described therein; and

WHEREAS, the parties wish to further amend the Lease to provide for water and sewer service to the Premises at City's sole expense under the terms and conditions described hereinafter.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Unless otherwise specifically described herein, the capitalized terms used herein shall have the same meaning as in the Lease.

3. The parties hereby replace the last sentence of Paragraph 8 of the Lease with the following:

> "Except as described herein, TCT shall pay all costs of utilities used by TCT, including but not limited to gas, electricity, telephone, and refuse disposal service, costs of all licenses, permits, and other authorizations required by applicable agencies, and all other costs and expenses associated with the Premises or TCT's use of same, provided, however, that City shall provide all sewer and water service to the Premises at City's sole cost and expense and at no expense to TCT."

4. Except as amended herein, the terms and conditions of the Lease shall remain in full force and effect. Any inconsistency or ambiguity between this Second Amendment and the Lease shall be resolved in favor of this Second Amendment.

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

_____

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

TEHACHAPI COMMUNITY THEATER, a
nonprofit unincorporated association, "**TCT**"

By: _____

Name:
Its:

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

AGENDA SECTION: CITY MANAGER

MEETING DATE: AUGUST 6, 2012

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER/SUCCESSOR AGENCY EXECUTIVE DIRECTOR

DATE: AUGUST 1, 2012

SUBJECT: REVERSE RDA ASSET TRANSFERS

BACKGROUND

As the Council is aware, the laws surrounding the dissolution of Redevelopment Agencies continue to evolve. Specifically, we have received clarification recently that pursuant to Health and Safety Code Section 34167.5, the California State Controller's Office has ordered agencies to reverse any RDA asset transfers that have occurred after January 1, 2011 between the city or county, or city and county that created a redevelopment agency or any other public agency, and the redevelopment agency. A letter that we received from the Controller's Office states that "If your city, county or agency, directly or indirectly, received any assets from a redevelopment agency after January 1, 2011, your city, county, or agency is hereby ordered to immediately reverse the transfer and return the applicable assets to the successor agency of the relevant redevelopment... this order is applied in all situations except if your city, county, or agency has, prior to June 28, 2011, contractually committed to a third party for an expenditure or encumbrance of a specific asset."

Out of five asset transfers made by the City in March, 2011, two fund transfers for capital projects are reversed back to the Successor Agency Fund and a title of one real estate asset will be transferred back to the Successor Agency. The reversed items are: fund transfers of $685,000 to Water capital project fund and $626,688 to Sewer capital project fund, and a title of the public parking lot between Robinson Street and F Street.

Although it is staff's opinion that the fund transfers for water capacity-increase related projects and the new sewer plant project are legitimate transfers, the funds were returned to the Successor Agency.

RECOMMENDATION

Information Only.