

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, September 17, 2012 - 6:00 P.M.

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, SEPTEMBER 17, 2012 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.
2. Mayor Grimes to present a proclamation for Constitution Week.
3. Mayor Grimes to present a proclamation for AKC Responsible Dog Ownership Day.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 30-12
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 August 20, 2012 - **APPROVE AND FILE**
6. City Council will need to appoint one member to the Tehachapi Valley Recreation and Parks District Board to fill the vacancy created by Board Member Ernie Muro's resignation. This appointment will fill a four year term which expires on February 3, 2013. The City Clerk's office received applications from two qualified applicants, Laurel Janssen and Paul Press – **APPOINT ONE MEMBER TO THE TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT BOARD TO COMPLETE A FOUR YEAR TERM TO EXPIRE ON FEBRUARY 3, 2013.**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for August 16, 2012 through September 11, 2012 – **AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

- *8. Mr. Norman Hanson requests the rental and use of City of Tehachapi owner Hangar 27W on month to month rental basis – **APPROVE THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 27W BETWEEN NORMAN HANSON AND THE CITY OF TEHACHAPI**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

9. Present staff's initial findings relative to the review of the Tehachapi Rail Improvement Project Draft Environmental Impact Report document as staff prepares the City's official response to Caltrans – **RECEIVE AND FILE REPORT ON THE TEHACHAPI RAIL IMPROVEMENT PROJECT DEIR AND DIRECT STAFF TO ENGAGE WITH LEBEAU THELEN ATTORNEYS AT LAW TO ASSIST STAFF IN THIS AND ALL PHASES OF THE EIR PROCESS RELATIVE TO THE PROJECT**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, SEPTEMBER 17, 2012 - 6:00 P.M. - PG. 3**

ASSISTANT CITY MANAGER REPORTS

10. Recent changes by Caltrans and the Federal Highway Administration necessitate a change in the way in which the City currently inspects public works projects. To accommodate these changes, and to reduce costs overall, Staff recommends hiring an Assistant Engineer/Engineering Aide to act as an inspector for all public works construction and to provide assistance to the Engineering Department – **APPROVE THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF ASSISTANT ENGINEER/ENGINEERING AIDE**

11. In the past, the City hired Emergency Management Consultants to create and update the City's Emergency Operations Plan. Due to community changes and regulatory changes, the City's Plan needs to be updated – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND EMERGENCY MANAGEMENT CONSULTANTS, INC.**

- *12. The Americans With Disabilities Act (ADA) places certain regulations on the City in a variety of subject areas. One of the requirements of Title II of the ADA is that a public agency must have an adopted ADA Grievance Procedure which outlines the process one can follow who has an ADA related complaint – **APPROVE THE CITY OF TEHACHAPI GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT**

CITY MANAGER REPORTS

13. City Staff has been working with the California Public Employees' Retirement System (CalPERS) to create a second-tier pension program for all future City employees in order to reduce long-term pension obligations associated with City employment. This second-tier will not affect current employees and existing obligations - **ADOPT THE RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF TEHACHAPI; INTRODUCE THE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TEHACHAPI AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

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MONDAY, SEPTEMBER 17, 2012 - 6:00 P.M. - PG. 4**

CLOSED SESSION

1. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 19E, per Government Code Section 54956.8.
2. Conference with legal counsel regarding possible litigation from the Broome Family Trust per Government Code Section 54956.9(c).

ADJOURNMENT

MINUTES

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

BeeKay Theatre
110 South Green Street
Monday, August 20, 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 Pastor Marvin Slifer from Mountain Bible Church

PLEDGE TO THE FLAG

Led by Mayor Pro Tem Smith

CONSENT AGENDA

Approved consent agenda.

Approved Consent Agenda
Wi/Sm Ayes All

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Debbie Szydowski, Debbie's Fabrics, thanked City for the temporary customer parking during Taste of Tehachapi and thanked Main Street for not allowing vendors to park in front of businesses during Farmer's Market.

CITY CLERK REPORTS

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 6, 2012 - **APPROVED AND FILED.**
- *4. Main Street has submitted a special use application for Oktoberfest on September 8, 2012. They are requesting the closure of a portion of Tehachapi Blvd and the use of street barricades and city signs – **APPROVED THE MAIN STREET SPECIAL USE APPLICATION FOR OKTOBERFEST AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.**

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

Approved & Filed
 Wi/Sm All Ayes

Approved The Main Street
 Special Use Application For
 Oktoberfest & Associated
 Street Closures, Subject To
 City Conditions
 Wi/Sm Ayes All

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for August 2, 2012, through August 14, 2012 –**AUTHORIZED PAYMENTS.**
- *6. City of Tehachapi Treasurer’s Report through July 2012 – **RECEIVED REPORT.**

Authorized Payments
 Wi/Sm Ayes All

Received Report
 Wi/Sm Ayes All

POLICE CHIEF REPORTS

- 7. **PUBLIC HEARING** – The city receives \$100,000.00 from the State of California through the Supplemental Law Enforcement Services Fund (SLESF) also commonly referred to as state “COPS” funds. For fiscal year 2012-2013 it is being paid in installments – **OPENED HEARING AT 6:06 PM; NOTICE OF PUBLIC HEARING; NO CORRESPONDENCE RECEIVED; POLICE CHIEF JEFF KERMODE GAVE STAFF REPORT; NO PUBLIC COMMENT RECEIVED; CLOSED HEARING AT 6:11 PM; APPROVED PROPOSED SLESF SPENDING PLAN.**
- 8. The residence and yard located at 111 W “D” Street has been deemed a public nuisance. City staff solicited bids from two companies to perform the necessary abatement work to render the property safe – **MAYOR PRO TEM SMITH RECUSED HIMSELF DUE TO HIS RESIDENCE BEING WITHIN 250 YARDS OF PROPERTY; POLICE CHIEF JEFF KERMODE GAVE STAFF REPORT; MAYOR GRIMES ASKED ABOUT THE OWNER OF THE PROPERTY; CRAIG BRITTON, CITY RESIDENT, EXPRESSED CONCERNS OVER CITY MAKING THIS HOUSE HABITABLE; SUBJECT TO THE APPROVAL OF THE CITY**

Approved Proposed SLESF
 Spending Plan
 Sm/Ni Ayes All

Subject To The Approval Of
 The City Attorney,
 Authorized The Mayor To
 Sign The Agreement With
 Service Team Of
 Professionals In The
 Amount Of \$33,117.41
 Ni/Wi Motion Carried
 Abd: Sm

ATTORNEY, AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT WITH SERVICE TEAM OF PROFESSIONALS IN THE AMOUNT OF \$33,117.41.

CITY ENGINEER REPORTS

9. Minor support services of an engineering nature are needed on a fairly regular basis. In the past, this has been handled by the City's engineering consultants. Now that the City has hired its own on-staff engineer, the management of these minor contracts can be handled in house – **CITY ENGINEERING JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE MINOR ENGINEERING SUPPORT SERVICES AGREEMENT TEMPLATE AND AUTHORIZED THE CITY MANAGER TO EXECUTE ALL FUTURE MINOR ENGINEERING SERVICES AGREEMENTS, UP TO A MAXIMUM VALUE OF \$15,000.00 IN SUPPORT OF COUNCIL AUTHORIZED PROJECTS.**

Approved The Minor Engineering Support Services Agreement Template & Authorized The City Manager To Execute All Future Minor Engineering Services Agreements, Up To A Maximum Value Of \$15,000.00 In Support Of Council Authorized Projects Sm/Va Ayes All

CITY ATTORNEY REPORTS

10. The City Council adopted Resolution No. 19-11 which certified the Final Environmental Impact Report (FEIR) associated with the construction of a 165,000 square foot Walmart Supercenter. Tehachapi First filed suit to have the City's EIR certification and approvals over-turned. On June 22, 2012, Judge Twisselman found the EIR deficient on only 2 out of the 24 topics evaluated. In order for the City to address those deficiencies, the City needs to decertify and withdraw the site plan approval – **CITY ATTORNEY TOM SCHROETER INTRODUCED WALMART PAT K ATTORNEY; PAT K GAVE REPORT; ADOPTED RESOLUTION NO. 29-12 SETTING ASIDE THE CERTIFICATION OF THE WALMART ENVIRONMENTAL IMPACT REPORT (EIR), THE ADOPTION THE MITIGATION MONITORING PROGRAM, THE FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS AND THE APPROVAL OF ARCHITECTURAL DESIGN AND SITE PLAN REVIEW NO. 2007-11.**

Adopted Res. No. 29-12 Setting Aside The Certification Of The Walmart Environmental Impact Report (EIR), The Adoption The Mitigation Monitoring Program, The Findings Of Fact & Statement Of Overriding Considerations & The Approval Of Architectural Design & Site Plan Review No. 2007-11 Wi/Ni Ayes All

CITY MANAGER REPORTS

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

Gave Report

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wiggins commended City Manager Greg Garrett for the editorial he wrote in the Bakersfield Californian about Tehachapi and spoke about attending the Old Timer's Picnic.

2. Mayor Pro Tem Phil Smith commented on how well the festival went this past weekend and suggested moving event to a new location.
3. Councilmember Vachon commented on the rodeo she attended and the improvements made at the rodeo grounds.
4. Mayor Grimes is glad the weekend is over because now he can relax, he was very busy.

CLOSED SESSION

1. Approval of closed session minutes of August 6, 2012.
2. Conference with legal counsel re potential litigation (1 case) per Government Code Section 54956.9(c)

Approved Minutes
Sm/Wi Ayes All

ADJOURNMENT

The City Council/Boards adjourned at 7:45 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 Tuesday, September 4, 2012, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 17th day
Of September, 2012.

ED GRIMES
Mayor, City of Tehachapi



APPOINTMENT TO **TEHACHAPI VALLEY RECREATION & PARKS DISTRICT BOARD**

The Tehachapi City Council is seeking persons to consider for appointment to the Board of Directors of the Tehachapi Valley Recreation and Parks District to fill the vacancy created by the resignation of Board Member Ernie Muro. The term expires on February 3, 2013.

Interested persons must reside within the City limits. Applications may be obtained at City Hall, 115 South Robinson Street, (661) 822-2200, or by downloading the application at www.tehachapicityhall.com. Applications must be returned to the City Clerk by Thursday, August 30, 2012, at 5:30 p.m.

Published: Tehachapi News - August 14th and 21st
The Loop - August 18th



RECEIVED
AUG 20 2012
City of Tehachapi

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

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

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

Name Laurel Jansen

Address 909 Valerie Ln

City Tehachapi State CA Zip Code 93561

Phone Number 661-619-8904 Fax Number _____

Email laurela@myfitness.com

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

1. Parks & Rec Board
2. _____
3. _____
4. _____

Occupation Business Owner

Business Name Tehachapi Fitness

Address 20936 Sage Ln

City Tehachapi State CA Zip Code 93561

Phone Number 661-823-8205 Fax Number _____

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

Tabor College, BA Business Management (Summa Cum Laude)

Other special training or experience:

I have been working in the fitness industry for the past 5 years. During this time, I have managed 3 fitness clubs, opened 2 clubs of my own, taught & organized fitness events, as well as trained for triathlons, century bike rides, & runs.

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

[Empty box for previous and present governmental and civic experience]

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

I have a strong desire to serve my community & have a passion for helping people reach their fitness goals. Serving on the Parks & Rec Board would allow me to fulfill a passion & allow me to use many of my strengths to bring more awareness, organization, & operational efficiency to this important community establishment.

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

[Empty box for interests or associations that might present a conflict of interest]

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

AUTHORIZATION AND RELEASE

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

Signature Field Laurel Janssen

Date/Time Field 8-15-12

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

LAUREL E. Janssen

(661) 619-8904 · 909 Valerie Lane · Tehachapi, CA 93561
laurel@myTfitness.com

EDUCATION

Tabor College, Hillsboro, KS

Bachelors of Arts in Business Management, May 2009

Bachelors of Arts in Biblical and Religious Studies, May 2009

- *Graduated Summa Cum Laude*

EXPERIENCE

Janssen Fitness Centers, Inc., Tehachapi, CA

Chief Executive Officer, October 2010 - Present

Program and Class Coordinator

Day-to-day operations

Member accounts and billing

Member retention programs

Staffing and scheduling

Any-Time Fitness, Bakersfield, CA

Manager, May 2008-October 2010

Day-to-day operations

Member accounts and billing

Member retention programs

Staffing and scheduling

Heritage Bible Church, Bakersfield, CA

Youth Intern, Summer 2007

Mentor and program director for 50 Junior High and High School Students

Bakersfield Country Club

Tennis Instructor, Summer 2006 and 2007

Taught groups of 10, ages 6-15, the fundamentals of tennis

SKILLS

- Microsoft Word, Access, Excel and Publisher
- Dependable, Works without supervision
- Organized and efficient

AWARDS AND ACTIVITIES

- NAIA—Tennis Player of the Year 2007
- Tabor College Student Athlete of the Year, 2008
- Named *Who's Who in American Colleges & Universities*
- Collegiate Tennis, 2004-2008
- Student Activities Board Member, 2005
- Impact Treasurer, Fall 2008

RECEIVED

AUG 20 2012

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

City of Tehachapi

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 PAUL PRESS
Address 820 OAKWOOD ST
City Tehachapi State CA Zip Code 93561
Phone Number 661 330-9614 Fax Number (661) 822-2188
Email KCarenabowl@AOL.com

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

- 1. TVRPD Board member
- 2. _____
- 3. _____
- 4. _____

Occupation Principal
Business Name Monroe High School
Address 126 S. Snyder
City Tehachapi State CA Zip Code 93561
Phone Number 661 822-2124 Fax Number 661 822-2188

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

A.A. Bakerfield College
B.S. Cal State Bakerfield
Masters of Science National University

Other special training or experience:

Administration Credential State of California.
6 years employed @ North Bakersfield Park & Rec.
Owner & promoter U.S. Army Arena Bowl

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

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

I would like to serve our community and feel
I am high qualified for this position

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

I would have to recuse myself from voting on
the MOU between TVPRD and TUSD because
the gym on my campus is part of the MOU

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

Paul Press

Date/Time Field

5-20-12 8:00 A.M.

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

Paul C. Press

820 Oakwood St.
Tehachapi, CA. 93561

Phone: 661-330-9614
E-mail: KCarenabowl@Aol.com

Professional Objective To support the community, specifically TVPRD Make us the best!

Recent Professional Accomplishments

6 Year WASC Accreditation, 2012 Ca. Model School, 2012 CCEA District V Administrator of the Year, 2012 State Exemplary Program, 2009 Ca. Distinguish High School, 100% growth in graduates in two years. Changed community's image of the school in 1 year, owner / operator of US Army Arena Bowl

Experience

2010 – Present Principal Alternative Ed. Tehachapi USD
2008 – 2010 Vice Principal Tehachapi High, TUSD
2004 -2008 English teacher department chair Chipman Jr. High, Bakersfield City School District
2002 – 2004 English / P.E. teacher/ Head football coach, Frazier Mtn. High School, El Tejon School District
1999-2001 Vice Principal Beardsley Intermediate, Beardsley S D
1985 – 1991 Coach, Recreation Supervisor, Director of Special Events. North Bakersfield Recreation and Park District

Education

Masters Degree, National University	8/98- 3/09
Administrative Courses, National Fresno Ed. Courses	
C.S.U. Bakersfield, Ed Credential Program	8/90-6/91
C.S.U.B., B.S. Physical Education	8/88-7-90
Bakersfield Community College A.A. Degree	8/85-6/88

Credentials

Clear Administrative Service Credential	Exp. 9/16
California Professional Clear Single Sub P. E.	Exp. 9/16
Supplemental Credential in English	Exp. 9/16

Professional Organizations

Member ACSA, Member Executive Board CCEA, CIF State Hearing Panel Member, WASC Visiting Team Member, member, KCSOS Scholarship Board, Uplift Association Executive Board Member, Kern Armed Services Community Advisory Board

Summary of Administrative Experience

WASC coordinator, Model School coordinator, CASHEE / STAR Test Coordinator, District Safety Coordinator, CCEA state presenter, PLC site coordinator, classified and certificated staff evaluations, facility supervisor, schedule and organize all assemblies and positive behavior and attendance incentive activities, lead staff meetings and staff development, student discipline, daily running of the school, campus security supervisor, student council advisor, community relations coordinator, expulsion hearing panel member, academic advisor, athletic director, counselor, and budget focus group member..

Special Certificates and Training

- Standardized Emergency Management System & Law Enforcement Emergency Response Training
- Student Assistance Team Training for Elementary, Junior, and Senior High Schools
- Support Group Facilitator
- Leadership Training Facilitator
- Student Council Advisor
- Pep Rally Coordinator
- Staff Development Facilitator
- WASC Coordinator
- CIF Hearing Judge
- Ca. Shake Out Coordinator
- FEMA Emergency Management
- SB 472 Training
- A.S.I.S.T Certified
- NAEP test coordinator
- FCMAT Certified
- Human Resource Management Certificate

References

Lisa Gilbert, Superintendent Tehachapi Unified
(661) 822-2100 e mail Lgilbert@teh.k12.ca.us
Dr. Richard Swanson, Former Superintendent TUSD
(530) 277-9603 e mail riswanson@znet.com
Rick VanHorne, Board President BCSD
(661) 565-7185 e-mail Rick_Vanhorne@khsd.k12.ca.us
Susan Ortega, Principal Jacobson Middle School
(661) 822-2150 E mail SORtega@teh.k12.ca.us
Cary Johnson, Principal El Dorado High
(714) 213-9915 E mail Carjohnson@pylusd.org
Valerie Kerr, Principal Secretary Monroe High
(661) 972-4135 e mail Vkerr@teh.k12.ca.us
Dennison Winchell, Director Special Education
(661) 317-8561 e mail dwinchell@teh.k12.ca.us

Interests

Sporting events, weight training, construction (minor), skiing, traveling and reading, especially in the area of business philosophy and motivation.

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 8/29/2012 - 12:36 PM



		Check Amount
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories, Inc.	
B126319	Wtr\Samples Highline Resv & Minton Well	50.00
B126319-1	Wtr\Samples West D East I & Cyn Dr East	36.00
B126384	Wtr\Samples Curry Resv	15.00
B126385	Wtr\Samples Dennison & Mojave Wells	30.00
B126386	Swr\WWTP Headworks & Clarifier samples	210.00
B126668	Wtr\Samples for Curry Well & Resv #1 & 2 Mul	111.00
B126739	Swr\WWTP Headworks & Clarifier samples	210.00
B127068	Wtr\Samples Pinon & Mojave Wells	50.00
B127068-1	Wtr\Samples Tanglewood Brentwood & Oakwoc	36.00
B127152	Wtr\Samples Dennison & Mojave Wells	30.00
B127153	Wtr\Samples Curry Resv	15.00
B127330	Wtr\Samples Dennison & Mojave Wells	30.00
B127331	Wtr\Samples Curry Resv	15.00
B127445	Swr\WWTP Headworks & Clarifier samples	210.00
		1,048.00
Check No:	0 Check Date:	
Vendor:	0101 Central San Joaquin Valley RMA	
RMA-2013-0088	GG\Business Travel Accident 7-1-12 to 6-30-13	1,292.00
		1,292.00
Check No:	0 Check Date:	
Vendor:	0155 FedEx	
865946636140	CD/priority overnight	31.74
933259815000036	Plan check fee	6.56
933259815000043	CD/priority overnight	5.93
		44.23
Check No:	0 Check Date:	
Vendor:	0184 Granite Construction Company	
349941	Wtr\ 1/2"HMA64-10R15	385.76
		385.76
Check No:	0 Check Date:	
Vendor:	0193 Hach Company	
25OCT12	Wtr\contract Oct 2012 to Oct 2013	2,246.00
7888553	Swr\Nitraver 5 PWD PLWS 10ML	52.69
		2,298.69
Check No:	0 Check Date:	
Vendor:	0216 Judicial Data Systems Corporation	
3217	Parking Citaion Revenue/July 2012	100.00
		100.00

Vendor:	0218	Jim's Supply Company, Inc.	
525325		Rodeo Grnds\used upset tubes	607.78
525905		Rodeo Grnds\wire horse panel	713.21
526629		Rodeo Grnds\wire horse panel\2"x4" opening	713.21
526630		Rodeo Grnds\wire horse panel\wrong opening	-713.21
			<hr/>
			1,320.99
Check No:	0	Check Date:	
Vendor:	0220	Johnson Printing	
00005661		PD/800 2-sided color brochures	429.00
			<hr/>
			429.00
Check No:	0	Check Date:	
Vendor:	0260	Liebert Cassidy Whitmore	
154827		PD\legal svcs	132.00
154827-1		PW\legal svcs	506.00
154828		PD\legal svcs	602.00
			<hr/>
			1,240.00
Check No:	0	Check Date:	
Vendor:	0263	Lebeau, Thelen, LLP	
44		Legal svcs Teh Funding LLC vs City of Teh	3,914.00
7		Legal svcs Benz Sanitation	420.00
			<hr/>
			4,334.00
Check No:	0	Check Date:	
Vendor:	0300	Mission Linen & Uniform Service	
140117250		PW\Linen maintenance svc chg	77.63
			<hr/>
			77.63
Check No:	0	Check Date:	
Vendor:	0350	Ranch Service & Supply	
23661		Rodeo Grounds 5'x16 wire panels	155.79
23684		Rodeo Grounds 7' 125 T-posts 5' horse wire	344.40
			<hr/>
			500.19
Check No:	0	Check Date:	
Vendor:	0362	RSI Petroleum Products	
0038874		PW\fuel	2,150.03
0254004		Wir\Chev superla wh oil 21 (nrd)	1,853.39
0254838		PW\fuel	673.23
			<hr/>
			4,676.65
Check No:	0	Check Date:	
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law	
08282012		Air\Legal svcs 7-30 thru 8-27-12	180.00
08282012-1		Refuse\Legal svcs 7-30 thru 8-27-12	96.00
08282012-2		GG\Legal svcs 7-30 thru 8-27-12	312.00
08282012-3		GG\Legal svcs 7-30 thru 8-27-12	2,994.00
08282012-4		PERSM1 Contribution Aug 2012	-68.98
			<hr/>
			3,513.02
Check No:	0	Check Date:	
Vendor:	0381	City of Shafter	
010-1140-00		Council\KCAC Dinner & Meeting	30.00
			<hr/>
			30.00

Check No:	0	Check Date:		
Vendor:	0426	Tehachapi-Cummings County Water District		
10280900		Water usage Benz Sanitation		82.38
17543000		LLD\Water usage landscaping		1,531.28
2227000		Water usage Henway		90.59
31519600		LLD\Water usage Warrior Park		2,063.92
38558800		Water usage Chemtool		624.89
504.715		Water usage TUSD		16,021.14
770910		LLD\Water usage Median		102.31
				<hr/>
				20,516.51
Check No:	0	Check Date:		
Vendor:	0428	Tehachapi Flower Shop		
9743		GG\flowers SGassaway		62.21
				<hr/>
				62.21
Check No:	0	Check Date:		
Vendor:	0429	Tehachapi Valley Healthcare		
07082012		PD\lab fees LBautista		24.00
07232012		PD\lab fees APohl		24.00
07292012		PD\lab fees DStringham		24.00
08032012		PD\lab fees DVan Dyke		24.00
				<hr/>
				96.00
Check No:	0	Check Date:		
Vendor:	0441	Vulcan Materials Company		
107558		Rodeo Grounds\6 0 sk 3/8" ae pm & fees		792.37
112356		Rodeo Grounds\5sk pm ae & fees		756.25
114059		Rodeo Grounds\5sk pm ae & fees		921.26
				<hr/>
				2,469.88
Check No:	0	Check Date:		
Vendor:	0445	Tehachapi Senior Center, Inc.		
09012012		Sr Center rent Sept 2012		100.00
				<hr/>
				100.00
Check No:	0	Check Date:		
Vendor:	0447	Underground Service Alert a California Corporat		
12007321		Wr\Annual Membership Acct #130911		105.96
12007321-1		Swr\Annual Membership Acct #130911		105.96
				<hr/>
				211.92
Check No:	0	Check Date:		
Vendor:	0450	USA Bluebook		
718030		Swr\High capacity rain gauge		80.88
				<hr/>
				80.88
Check No:	0	Check Date:		
Vendor:	0476	WITTS Everything for the Office		
123700-1		GG/tape		13.26
123793-0		GG/paper/correct fluid/tape		98.95
123810-0		GG/drawer organizer/markers/plas binding		34.71
123810-1		GG/markers		39.45
123843-0		Application fee/envelope/cdr disc		39.90
123853-0		PD/toilet tissue/pp towels/batteries/tissue		328.79
123871-0		GG/inkcart/binder clips/pens/sharpiers/markers		113.10
123871-1		GG/batteries		11.79

123876-0	GG/hang folders	27.98
123919-0	Swr/storage cabinet/bookcase	552.34
123926-0	A/toilet tissue/pp towels	242.34
123954-0	GG/paper	14.99
123960-0	A/calc roll/newspaper	6.16
123962-0	GG/paper	34.31
123966-0	GG/paper ink crt	37.53
123994-0	PD/strip out cord//sorter/bookend/drawer tray	39.36
		1,634.96
Check No:	0 Check Date:	
Vendor:	0485 McMaster-Carr Supply Company	
33925062	Swr/wall mount garden hose holder	107.02
33945880	Strts\beam bracket for base-automatic winding h	87.91
		194.93
Check No:	0 Check Date:	
Vendor:	0525 All American Tire & Service Center LLC.	
34530	Wtr\flat repair	20.00
		20.00
Check No:	0 Check Date:	
Vendor:	0543 BSE Rents	
553240	Rodeo Grounds\Water Truck	135.41
553240-1	Wtr\Water Truck	135.40
925414	PW\Forklift rental	239.65
		510.46
Check No:	0 Check Date:	
Vendor:	0811 Chicago Title Company	
12-54504810-SR	PW\Preliminary Report APN 223-180-03	400.00
		400.00
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	
4202	GG\new brand 2 color window envelopes	63.28
4204	Rodeo Grounds\2 Welcome Banners	313.71
4208	GG\New Brand Letterhead	195.88
4209	Rodeo Grounds\Directional Signs	535.18
4209-1	GG\Warrior Park Directional Signs	535.18
4215	PD/business cards	246.68
4218	Wtr/business cards/JCurry	58.56
		1,948.47
Check No:	0 Check Date:	
Vendor:	1071 Main Street Tehachapi, Inc.	
07312012	GG\Oktoberfest donation/sponsorship	200.00
		200.00
Check No:	0 Check Date:	
Vendor:	1085 Three-Way Chevrolet	
C43471	GG\Chev Tahoe multi point inspection	188.54
		188.54
Check No:	0 Check Date:	
Vendor:	1285 CA Dept of Corrections and Rehabilitation	
1800162708 1	Street cleaning/Maint CCI	1,266.69

			Check Amount
1800162708 2		CCI dedicated work crew	2,111.15
1800162708 3		CCI dedicated work crew	2,111.16
1800162708 4		Wtr/CCI dedicated work crew	844.46
1800162708 5		Rodeo Grounds/CCI work crew	844.46
			7,177.92
Check No:	0	Check Date:	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
26719		GG\Custom made slip cover JSchlosser	32.18
26804		Public Benches\Bronze Plaque RYoung	232.52
			264.70
Check No:	0	Check Date:	
Vendor:	1313	Certified Laboratories	
805533		Swr\hand towels bath tissue	570.61
			570.61
Check No:	0	Check Date:	
Vendor:	1413	Kern Turf Supply, Inc.	
17573		LLD\Late Charge	2.63
313042		Air\pressure vacuum breaker	68.30
313047		PW\brass control valve	89.74
313422		WWTP\Landscaping	4,038.48
			4,199.15
Check No:	0	Check Date:	
Vendor:	1441	Grainger	
9890184345		Swr\Heavy duty boot brush w/steel base	233.91
			233.91
Check No:	0	Check Date:	
Vendor:	1442	FLEX ONE AFLAC	
453291ER		GG\Admin Fees 8-1-12 thru 8-31-12	50.00
			50.00
Check No:	0	Check Date:	
Vendor:	1658	Springbrook Software Inc.	
0022970		Fin\Travel exp 7/15-19 Fin/PR Migration	1,297.43
0022971		Fin\Travel exp 7/15-19 UB/CIS Migration	1,614.69
0022972		Fin\Travel exp 7/22-26 UB/CIS Migration	1,424.45
0022973		Fin\Travel exp 7/22-26 Fin/PR Migration	1,180.47
			5,517.04
Check No:	0	Check Date:	
Vendor:	1695	Applegate Garden Florist	
029921/1		GG\Flowers delivered HChung	57.92
029959/1		GG\Flowers picked-up HChung	53.63
			111.55
Check No:	0	Check Date:	
Vendor:	1743	County of Kern Department of Agriculture &	
08032012		Air\retail motor fuel meters renewal	140.00
			140.00
Check No:	0	Check Date:	
Vendor:	1801	HD Supply Waterworks, LTD	
5261258		Wtr\coupling	270.27

			Check Amount
			270.27
Check No:	0	Check Date:	
Vendor:	1856	Jackie Wood Photography	
1244077		GG/5 portrait head shots on cd	134.06
			134.06
Check No:	0	Check Date:	
Vendor:	1865	Kern EDC	
4928		Public Semi Annual Investment 2012	5,000.00
			5,000.00
Check No:	0	Check Date:	
Vendor:	1866	Bear Valley CSD	
08012012		PD\Aug Dispatch Service	33,697.09
			33,697.09
Check No:	0	Check Date:	
Vendor:	1982	SSD Systems	
913624		GG/remote programming	29.60
974045		GG/alarm onitoring/115 S Robinson	33.00
974045 2		A/alarm monitoring/314 N Hayes	33.00
974045 3		A/phone line backup/314 N Hayes	22.00
974045 4		Wtr/alarm monitoring/100 CommWay	33.00
974045 5		GG/alarm monitoring/108 Pinon st	33.00
974045 6		Cnstrc/alarm monitoring/800 Enterprise Way	30.00
			213.60
Check No:	0	Check Date:	
Vendor:	2071	Business Aviation Insurance	
737		Airport Insurance Policy 2012/2013	7,650.00
			7,650.00
Check No:	0	Check Date:	
Vendor:	2083	HR Direct	
INV0649667		GG\Federal & State poster sets	271.54
			271.54
Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
750511		Wtr\Diesel exst fld	25.72
			25.72
Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
AUG3214		GG\Monthly water cooler rental	26.95
			26.95
Check No:	0	Check Date:	
Vendor:	2151	Melo's Gas & Gear	
430200		Rodeo grounds/oxygen compssd/acetylene	42.35
			42.35
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1207194		Wtr\chlror sol	919.98

			919.98
Check No:	0	Check Date:	
Vendor:	2236	Pacific West Sound, Inc.	
16336		GG/cp antennae rental/Mt. Festival	107.25
			107.25
Check No:	0	Check Date:	
Vendor:	2459	CSG Systems, Inc.	
709790		Refuse\printing	103.24
709790-1		Wtr\printing	258.13
709790-2		Swr\printing	154.88
709790-3		Refuse\postage	195.36
709790-4		Wtr\postage	488.41
709790-5		Swr\postage	293.05
			1,493.07
Check No:	0	Check Date:	
Vendor:	2676	USPS-Hasler	
08132012		GG\postage	1,000.00
			1,000.00
Check No:	0	Check Date:	
Vendor:	2723	CCI Central, Inc.	
16554		PW\sealant solution & shipping chgs	107.45
			107.45
Check No:	0	Check Date:	
Vendor:	2805	Stacy Arebalo	
082712		PD\reimbursement/tactical jacket/two pair cargo	407.97
			407.97
Check No:	0	Check Date:	
Vendor:	2871	ProForce Law Enforcement	
146679		PD\tsr x26 extended dpm	661.89
			661.89
Check No:	0-	Check Date:	
Vendor:	2874	Department of Justice, Accounting Office	
922946		PD\fingerpint apps	32.00
924590		PD\fingerpint apps FBI cert of elig app	120.00
			152.00
Check No:	0	Check Date:	
Vendor:	2892	Mountain Maintenance Group, Inc.	
4447		GG\cleaning 7/30 & 31 8/1 2 6-9 & 13-16	720.00
4447-1		PD\cleaning 7/29-31 8/1 2 5-9 & 12-16	900.00
4448		Air\cleaning 8/2 9 & 16	150.00
4449		Depot\cleaning 7/26-30 8/2-6 & 9-13	750.00
4451 1		GG\cleaning/115 S Robinson	480.00
4451 2		PD\cleaning/129 E F st	600.00
4452		A\cleaning/314 N Hayes	100.00
4453		Depot\cleaning/101 W Teh blv	500.00
			4,200.00
Check No:	0	Check Date:	
Vendor:	2902	Sim Sanitation, Inc	

		Check Amount
23619	A/monthly standard unit rental/handicap rental	82.00
		<hr/> 82.00
Check No:	0 Check Date:	
Vendor:	2955 Maureen Kane & Associates, Inc.	
08132012	CCATTC 300-CMC Training for AWhitmore	1,280.00
		<hr/> 1,280.00
Check No:	0 Check Date:	
Vendor:	2960 A-1 Air Conditioning & Heating	
8041	New Reem AC/Heating unit at Airport office	3,680.00
		<hr/> 3,680.00
Check No:	0 Check Date:	
Vendor:	2978 Andy Gump, Inc	
INV114992	Sump maintenance\chain link fence & gate renta	88.80
LC03376	Sump maint\Late Chg INV105384	2.00
		<hr/> 90.80
Check No:	0 Check Date:	
Vendor:	2981 Burke, Williams & Sorenson, LLP	
158728	AD 89-2 Legal Svcs thru July 2012	2,257.50
		<hr/> 2,257.50
Check No:	0 Check Date:	
Vendor:	2994 Richards, Watson & Gershon	
185064	AB X1 26 Legal Services	772.50
		<hr/> 772.50
Check No:	0 Check Date:	
Vendor:	3017 Bear Valley Police Department	
12-03-0002	PD/special event/Mnt Festival/dispatcher	325.80
		<hr/> 325.80
Check No:	0 Check Date:	
Vendor:	3094 Dunn Edwards Corporation	
5177831	Rodeo Grounds\syn-lustro black & white\thinner	594.86
		<hr/> 594.86
Check No:	0 Check Date:	
Vendor:	3104 Hilltop Publishers	
25335	GG\LOOP Aug 18th ad	150.00
		<hr/> 150.00
Check No:	0 Check Date:	
Vendor:	3217 Office Depot	
619538734001	PD\ink cartridges & solid ink	355.09
619539074001	PD\coffee stirrers copy paper avery labels 3M ta	80.32
		<hr/> 435.41
Check No:	0 Check Date:	
Vendor:	3264 Trader Bo's Western & Work Wear	
1161	PWWolverine boots LWiggins	182.31
		<hr/> 182.31
Check No:	0 Check Date:	
Vendor:	3281 Statewide Safety & Signs, Inc.	

1363/12	Strts\Mast Arm Bracket	219.86
1403/12	Strts\Type I Barricade grabber tube	1,953.02
A01451/12	Strts\custom truck parking sign	225.23
		<hr/>
		2,398.11
Check No:	0 Check Date:	
Vendor:	3383 Lexipol LLC	
7272	PD/training bulletins & testing data	2,000.00
		<hr/>
		2,000.00
Check No:	0 Check Date:	
Vendor:	3405 Teaman, Ramirez & Smith	
5085 59323	Fin\Progress billing audit svcs thru July 31 2012	13,000.00
		<hr/>
		13,000.00
Check No:	0 Check Date:	
Vendor:	3432 MS Transport Corp.	
60653	PD\Towing & storage charges	400.00
		<hr/>
		400.00
Check No:	0 Check Date:	
Vendor:	3511 Recover-Your-Cub.com	
340	Air\City Hangar skylights repair	220.83
		<hr/>
		220.83
Check No:	0 Check Date:	
Vendor:	3513 April Carroll	
082812	Plumbing service/paid by homeowner/reimburse	170.00
		<hr/>
		170.00
		<hr/>
	Date Totals:	152,611.11
		<hr/>
		<hr/>
	Report Total:	152,611.11
		<hr/>
		<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 8/23/2012 - 2:10 PM



			Check Amount
Check No:	36497	Check Date: 08/23/2012	
Vendor:	2963	AT&T	
3591913		Swr\WWTP Office	64.31
3591914		Swr\Lift Station	15.65
3591921		Swr\SCADA	75.64
3604287		PD\T1 Line	304.87
			460.47
Check No:	36498	Check Date: 08/23/2012	
Vendor:	3512	DMV Change of Address	
08222012		PW\Rplc lic plates #056422 1998 Ford F800	18.00
			18.00
Check No:	36499	Check Date: 08/23/2012	
Vendor:	0395	The Gas Company	
08162012		GG\I08 Pinon St	17.86
			17.86
Check No:	36500	Check Date: 08/23/2012	
Vendor:	0304	Mojave Sanitation	
2054310		4th of July ftbl field\3 yd del & removal & fees	110.77
2057714		WWTP\Fin chg\800 Enterprise Way	1.28
2058787		PW\Fin chg\Valley Blvd	40.19
			152.24
Check No:	36501	Check Date: 08/23/2012	
Vendor:	0372	Southern California Edison	
08142012		Wtr\126 S Snyder Ave	124.27
08152012		Strts\800 S Curry St A	39.63
08172012		PW\800 Enterprise	85.04
08172012-1		PW\800 Enterprise Shop	247.61
08172012-10		Air\9999 1/2 Hayes St	93.15
08172012-11		Air\316 S Mojave St	40.40
08172012-12		Air\314 N Hayes St PAPI	111.76
08172012-13		Air\409 Bryan Ct	608.24
08172012-14		Air\West End Teh Airport	32.93
08172012-15		Air\314 N Hayes St B	277.74
08172012-16		Air\NE Cor Teh Airport	168.39
08172012-17		Air\314 N Hayes St G3	38.42
08172012-18		Air\Dennison s/o Hwy 58	151.18
08172012-19		Air\Teh Airport 4	15.02
08172012-2		Swr\800 Enterprise Maintenance	591.14
08172012-20		Air\Teh Muni Airport	243.64
08172012-3		GG\115 S Robinson St	1,327.30
08172012-4		PD\129 E F St	1,589.09
08172012-5		GG\303 E D St	27.67
08172012-6		GG\I08 Pinon St	21.16

Check Amount

08172012-7	Wtr\100 Commercial Way	278.57
08172012-8	Wtr\101 Commercial Way	152.00
08172012-9	Air\314 N Hayes St	133.92
08212012	LLD\318 E E St	64.47
08212012-1	GGV\14 S Green St	256.59

6,719.33

Date Totals: 7,367.90

Report Total: 7,367.90

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 8/20/2012 - 2:27 PM



			Check Amount
Check No:	36402	Check Date: 08/20/2012	
Vendor:	2182	BLR	
2-7101534		Swr\Safety Training Presentations Renewal	214.29
2-7101534 1		Wtr\Safety Training Presentations Renewal	214.29
			428.58
Check No:	36403	Check Date: 08/20/2012	
Vendor:	3073	CA Department of Public Health	
1270205		Wtr\System #1510020\FY 2011-12	151.20
			151.20
Check No:	36404	Check Date: 08/20/2012	
Vendor:	0155	FedEx	
793681236643		Air\Tube Std Overnight	28.97
793707613728		GG\Std Overnight	27.97
798529405184		Fin\First Overnight Envelope	55.74
			112.68
Check No:	36405	Check Date: 08/20/2012	
Vendor:	2636	High Desert Wireless Broadband Communicatio	
19200		Rim door strike installed at rear door of City Hal	360.35
19353		RG-59 BNC Connector & twist on connector	39.63
			399.98
Check No:	36406	Check Date: 08/20/2012	
Vendor:	3415	W.M. Lyles Company	
June 30 2012		- New WWTP\progress pay #11 6-1-2012 thru 6-3	366,211.47
			366,211.47
Check No:	36407	Check Date: 08/20/2012	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
25936		GG\full color city logo embroidered on shirts	33.78
25971		GG\city logo embroidered on shirts	57.92
26122		GG\adjustable hats with city logo embroidered o	799.01
26289		GG\plastic engraving nameplates\custom slip co	56.84
26370		GG\City logo embroidered on various shirts	102.96
26484		GG\Black table cover with new city logo	239.04
			1,289.55
Check No:	36408	Check Date: 08/20/2012	
Vendor:	3510	Paul Montes	
05042012		PD\Refund for citation paid & dismissed	165.00
			165.00
Check No:	36409	Check Date: 08/20/2012	
Vendor:	0426	Tehachapi-Cummings County Water District	
1072505 RI		Wtr usage Benz Sanitation	390.64

Check Amount

16517100 RI	Wtr usage Landscaping	70.73
2169150 RI	Wtr usage Henway	49.82
30135800 RI	Wtr usage Warrior Park	1,621.32
38141940 RI	Wtr usage Chemtool	564.14
471.691 RI	Wtr usage TUSD	8,613.25
705190 RI	Wtr usage Median	55.16

11,365.06

Date Totals: 380,123.52

Report Total: 380,123.52

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 8/16/2012 - 7:42 AM



			Check Amount
Check No:	36394	Check Date: 08/16/2012	
Vendor:	1851	AT&T	
080112		GG/white page account	11.77
			11.77
Check No:	36395	Check Date: 08/16/2012	
Vendor:	2963	AT&T	
3582322		Wtr/fax	46.27
3583994		Swr/telemetry sys	15.66
3591912		GG/City Hall	496.08
3591915		GG/City Hall fax	58.32
3591916		A/avos	15.34
3591917		PW/ fax	30.12
3591918		A/fuel sys	15.65
3592435		GG/Pinon	15.34
3592712		PD/breathalyzer machine	15.65
3592778		Depot	46.11
			754.54
Check No:	36396	Check Date: 08/16/2012	
Vendor:	3274	Bright House Networks	
082112		GG/internet services	144.52
			144.52
Check No:	36397	Check Date: 08/16/2012	
Vendor:	1739	Chevron & Texaco Business Card Services	
35276283		PD/fleet vehicle fuel	4,965.03
35276283 2		GG/vehicle fuel	137.25
			5,102.28
Check No:	36398	Check Date: 08/16/2012	
Vendor:	2113	Fuel Controls, Inc.	
75038		A/100 Octane wholesale	4,111.37
75086		A/100 Octane wholesale	21,606.38
			25,717.75
Check No:	36399	Check Date: 08/16/2012	
Vendor:	0395	The Gas Company	
0808121		GG/200 W Teh blv	17.96
0808122		PD/129 E F st	21.69
0808123		Wtr/100 ComWay	22.37
0808124		A/409 Bryan ct	20.66
			82.68
Check No:	36400	Check Date: 08/16/2012	
Vendor:	0372	Southern California Edison	
08021222		Strts/Highway 202	48.41

08021223	Strts/326 E D st	19.47
08021224	Strts/303 E av D	15.02
08021225	Strts/Valley blv W/O Dennison	384.41
08021226	Strts/Highway 202	31.15
08021227	Strts/Goodrick dr E/O Dennison	192.19
08021228	Strts/Dennison/Brett av	41.82
08021229	Strts/Curry st/Walnut	15.58
08021230	Wtr/Curry	8,959.05
08021231	Wtr/129 Brentwood dr	3,292.95
08021232	Wtr/1299 S Curry st	2,979.64
08021233	Wtr/Wht Oak extnd-E-Curry	3,057.84
08021234	Wtr/Pinon	3,241.69
08021235	Swr/755 Steuber Well	1,020.33
08021236	LLD/1347 Clasico dr PED	24.27
08021237	LLD/1115 Alder av PED	23.71
08021238	LLD/1415 Alder av PED	23.52
08021239	LLD/Teh blv/Bailey	76.02
08021240	LLD/180 Valley	21.29
08021241	LLD/115 Manzanita ln	22.80
08021242	LLD/Manzanita/Green	269.04
08021243	LLD/311 Sutter st	21.49
08021244	LLD/501 1/2 Pinon	22.80
08021245	LLD/1199 Canyon drv East	24.69
08021246	LLD/1200 S Dennison	24.69
08021247	LLD/1202 S Dennison	26.41
08021248	LLD/1000 Canyon dr W	24.88
08021249	LLD/Mill st/D st	73.65
08021250	LLD/409 Bailey ct	142.72
08041210	Strts/F st E/O Mulberry	174.84
08041211	Strts/Mill and J st	104.84
08041212	Strts/TR 45361 Mulberry ap	54.31
08041213	Strts/Mill and J st	69.69
08041214	Strts/Tucker rd/Hwy 202	166.34
08041215	Strts/100 W Teh blv #B	137.85
08041216	Strts/101 W F st	211.13
08041217	Strts/TR 2995 Oakwood/Vai	7,166.67
08041218	Strts/TR 2995 Oakwood/Vai	252.96
08041219	Strts/TR 2995 Oakwood/Vai	179.52
08041220	Swr/000000 Teh blv	155.39
08041221	Strts/Teh/Tucker	47.44
0804124	Strts/800 S Curry st	31.15
0804125	Strts/Teh blv/Dennison	12.12
0804126	Strts/710 W Teh blv	157.17
0804127	Strts/Tucker/Valley	123.94
0804128	Strts/Mill st S/O E st	10.90
0804129	Strts/Highline & Curry	15.82
0807121	Strts/Mulberry/Brentwood	72.86
0807122	Strts/Dennison/Pinon st	1,194.97
0807123	Strts/1300 Goodrick dr #Z	24.15
08071251	Strts/Curry st S/O Pinon st	18.25
08071252	LLD/115 Manzanita st	23.75
08071253	LLD/209 E Highline rd PED	23.50
08071254	Wtr/NW cor Anita/Dennison	3,749.50

38,300.59

Check No: 36401 Check Date: 08/16/2012
Vendor: 3011 Verizon Wireless
1106538676 PD/mobile broadband

353.57

Check Amount

353.57

Date Totals:

70,467.70

Report Total:

70,467.70

Accounts Payable

Check Detail

User: Delphina
Printed: 08/29/2012 - 12:49PM



Check Number	Check Date	Amount
2963 - AT&T		
36502	08/30/2012	
Inv 3614506		178.43
36502 Total:		178.43
2963 - AT&T Total:		178.43
2559 - Service Team of Professionals		
36503	08/30/2012	
Inv 6306-109		11,000.00
36503 Total:		11,000.00
2559 - Service Team of Professionals Total:		11,000.00
0372 - Southern California Edison 001-010-7300-000		
36504	08/30/2012	
Inv 08222012		101.34
Inv 08222012-1		46.17
Inv 08222012-2		22.53
Inv 08232012		67.37
Inv 08232012-1		49.92
Inv 08232012-2		22.16
Inv 08232012-3		22.71
Inv 08232012-4		124.85
Inv 08242012		1,453.48
Inv 08242012-1		7,831.43
Inv 08242012-2		29.40
Inv 08242012-3		60.79
Inv 08252012		16.30
Inv 08252012-1		0.66
Inv 08252012-2		2,903.29
Inv 08252012-3		16.30
Inv 08252012-4		71.92
Inv 08252012-5		144.49
Inv 08252012-6		106.08
36504 Total:		13,091.19
0372 - Southern California Edison Total:		13,091.19

Check Number Check Date

Amount

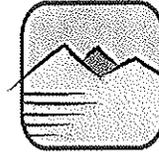
Total:

24,269.62

Accounts Payable

Check Detail

User: Delphina
Printed: 08/29/2012 - 12:50PM



CITY OF
TEHACHAPI
CALIFORNIA

Check Number	Check Date	Amount
3011 - Verizon Wireless 001-100-7320-000		
36507	08/30/2012	
Inv 1110409621		38.01
Inv 1110409621-1		35.56
Inv 1110409621-2		15.01
Inv 1110409621-3		15.01
Inv 1111725960		38.01
Inv 1111725960-1		716.12
Inv 1111725960-2		616.12
Inv 1111725960-3		15.01
Inv 1111725960-4		15.01
Inv 1112604616		15.01
Inv 1112604616-1		15.01
36507 Total:		1,533.88
3011 - Verizon Wireless Total:		1,533.88
Total:		1,533.88

Accounts Payable

Check Detail

User: annamarie
Printed: 09/11/2012 - 5:02PM



Check Number	Check Date	Amount
0610 - Abate-A-Weed, Inc. 001-030-6005-000		
0		
Inv 479137		163.20
0 Total:		163.20
0610 - Abate-A-Weed, Inc. Total:		
		163.20
1495 - Ace Industrial Supply 001-030-7106-000		
0		
Inv 1197796		664.88
0 Total:		664.88
1495 - Ace Industrial Supply Total:		
		664.88
0832 - ACWA/JPIA		
0		
Inv 10012012		63,800.53
Inv 10012012-1		7,053.81
Inv 10012012-2		809.14
Inv 10012012-3		1,169.57
0 Total:		72,833.05
0832 - ACWA/JPIA Total:		
		72,833.05
0525 - All American Tire & Service Center LLC.		
0		
Inv 34627		20.00
Inv 34642		20.00
0 Total:		40.00
0525 - All American Tire & Service Center LLC. Total:		
		40.00
2472 - All Weather Inc.		
0		
Inv 657229R		4,000.00
0 Total:		4,000.00

Check Number	Check Date	Amount
2472 - All Weather Inc. Total:		4,000.00
1729 - Alpha Landscape Maintenance 001-010-6730-000		
0		
Inv 11315		45.38
Inv 11315-1		201.79
Inv 11315-10		787.98
Inv 11315-11		3,293.96
Inv 11315-12		113.10
Inv 11315-13		658.10
Inv 11315-14		294.12
Inv 11315-15		506.04
Inv 11315-16		71.32
Inv 11315-17		22.49
Inv 11315-18		109.63
Inv 11315-19		461.02
Inv 11315-2		392.38
Inv 11315-20		25.68
Inv 11315-21		95.95
Inv 11315-22		116.44
Inv 11315-23		22.85
Inv 11315-24		80.59
Inv 11315-3		246.63
Inv 11315-4		693.93
Inv 11315-5		468.03
Inv 11315-6		4,082.07
Inv 11315-7		160.38
Inv 11315-8		1,433.48
Inv 11315-9		207.93
Inv 11316		2.11
Inv 11316-1		6.32
Inv 11316-10		58.99
Inv 11316-11		6.32
Inv 11316-12		2.11
Inv 11316-13		6.32
Inv 11316-14		2.11
Inv 11316-15		1.06
Inv 11316-16		2.11
Inv 11316-17		2.11
Inv 11316-18		2.11
Inv 11316-19		2.11
Inv 11316-2		4.22
Inv 11316-20		4.22
Inv 11316-21		0.97
Inv 11316-3		6.32
Inv 11316-4		2.11
Inv 11316-5		48.45
Inv 11316-6		4.22
Inv 11316-7		21.07
Inv 11316-8		4.22
Inv 11316-9		21.07
0 Total:		14,801.92

Check Number	Check Date	Amount
1729 - Alpha Landscape Maintenance Total:		14,801.92
3330 - Antelope Valley Youth Rodeo Association		
0		
Inv 09062012		500.00
0 Total:		500.00
3330 - Antelope Valley Youth Rodeo Association Total:		500.00
2200 - Argo Chemical 442-403-7430-000		
0		
Inv 1208148		1,033.88
0 Total:		1,033.88
2200 - Argo Chemical Total:		1,033.88
0030 - Bakersfield Californian, The 001-010-6300-000		
0		
Inv 2495869		135.86
Inv 2495869-1		573.02
Inv 2495869-2		1,024.20
Inv 2495869-3		578.39
0 Total:		2,311.47
0030 - Bakersfield Californian, The Total:		2,311.47
0035 - BC Laboratories, Inc. 444-403-6780-000		
0		
Inv B127650		50.00
Inv B127650-1		36.00
Inv B127682		15.00
Inv B127683		30.00
Inv B127850		210.00
Inv B128104		50.00
Inv B128104-1		36.00
Inv B128348		30.00
Inv B128349		15.00
Inv B128431		210.00
Inv B128485		75.00
Inv B128485-1		36.00
Inv B128584		30.00
Inv B128856		255.00
0 Total:		1,078.00
0035 - BC Laboratories, Inc. Total:		1,078.00
1866 - Bear Valley CSD 001-100-6730-000		

Check Number	Check Date	Amount
0		
Inv 09012012		33,697.09
0 Total:		33,697.09
1866 - Bear Valley CSD Total:		33,697.09
1505 - Benz Construction Services 001-030-6315-000		
0		
Inv 2065588		55.00
0 Total:		55.00
1505 - Benz Construction Services Total:		55.00
1507 - Berchtold Equipment Company 001-030-7120-000		
0		
Inv PC91672		138.96
Inv PC91673		915.14
0 Total:		1,054.10
1507 - Berchtold Equipment Company Total:		1,054.10
0543 - BSE Rents		
0		
Inv 554370		111.92
Inv 554447		239.65
Inv 554475		689.72
0 Total:		1,041.29
0543 - BSE Rents Total:		1,041.29
0061 - BSK Associates		
0		
Inv A221705		144.00
0 Total:		144.00
0061 - BSK Associates Total:		144.00
2723 - CCI Central, Inc. 001-010-6010-000		
0		
Inv 16659		178.73
0 Total:		178.73
2723 - CCI Central, Inc. Total:		178.73

Check Number	Check Date	Amount
1313 - Certified Laboratories 444-403-6080-000		
0		
Inv 823192		278.44
0 Total:		278.44
1313 - Certified Laboratories Total:		
		278.44
0503 - Coastline Equipment		
0		
Inv 92611		173.75
0 Total:		173.75
0503 - Coastline Equipment Total:		
		173.75
2147 - Coffee Break Service, Inc. 001-010-6010-000		
0		
Inv 177205		175.32
Inv 184169		159.10
0 Total:		334.42
2147 - Coffee Break Service, Inc. Total:		
		334.42
0093 - Cole's Services 001-030-7400-000		
0		
Inv 49837		65.00
0 Total:		65.00
0093 - Cole's Services Total:		
		65.00
1321 - Culligan Water Conditioning 001-100-7300-000		
0		
Inv 09012012		29.00
0 Total:		29.00
1321 - Culligan Water Conditioning Total:		
		29.00
1032 - Davenport Sweeping Services, Inc., Jack 121-121-6732-000		
0		
Inv 92650		8,640.00
0 Total:		8,640.00
1032 - Davenport Sweeping Services, Inc., Jack Total:		
		8,640.00
3312 - Detroit Industrial Tool		

Check Number	Check Date	Amount
0		
Inv 467492		314.95
0 Total:		314.95
3312 - Detroit Industrial Tool Total:		314.95
2113 - Fuel Controls, Inc. 447-447-6610-000		
0		
Inv 75320		20,190.45
Inv 75321		13,620.44
0 Total:		33,810.89
2113 - Fuel Controls, Inc. Total:		33,810.89
2052 - Garrett, Thomas G. 001-010-6150-000		
0		
Inv 09102012		35.00
0 Total:		35.00
2052 - Garrett, Thomas G. Total:		35.00
1441 - Grainger		
0		
Inv 9904164200		497.91
0 Total:		497.91
1441 - Grainger Total:		497.91
1822 - Grimes, Ed 001-110-6150-000		
0		
Inv 09102012		260.10
Inv 09102012-1		48.46
0 Total:		308.56
1822 - Grimes, Ed Total:		308.56
3041 - Hali-Brite, Inc.		
0		
Inv 19106		211.14
0 Total:		211.14
3041 - Hali-Brite, Inc. Total:		211.14
1801 - HD Supply Waterworks, LTD 442-403-7140-000		

Check Number	Check Date	Amount
0		
Inv 5172675		3,060.45
Inv 5273342		1,104.68
Inv 5282777		3,432.43
Inv 5284248		626.34
0 Total:		8,223.90
1801 - HD Supply Waterworks, LTD Total:		8,223.90
2636 - High Desert Wireless Broadband Communications, LLC 001-070-7125-000		
0		
Inv 19659		2,000.00
0 Total:		2,000.00
2636 - High Desert Wireless Broadband Communications, LLC Total:		2,000.00
3278 - Hub Construction Specialties, Inc. 001-030-8150-000		
0		
Inv X06012646		2,402.40
0 Total:		2,402.40
3278 - Hub Construction Specialties, Inc. Total:		2,402.40
1860 - Kern County Waste Management Dept. 441-000-1010-000		
0		
Inv 180469199		20.70
Inv 180472579		10.06
Inv 180472882		20.70
Inv 180479510		15.75
Inv 180479528		15.75
Inv 180479547		15.75
Inv 180479582		15.75
Inv 180479593		15.75
Inv 180479603		15.75
Inv 180479616		15.75
Inv 180479622		15.75
Inv 180479780		91.56
0 Total:		269.02
1860 - Kern County Waste Management Dept. Total:		269.02
3294 - Lewis Barricade 121-121-7100-000		
0		
Inv 1305131		461.18
0 Total:		461.18

Check Number	Check Date	Amount
3294 - Lewis Barricade Total:		461.18
1286 - M&M's Sports Uniforms & Embroidery		
0		
Inv 26867		7.50
Inv 26881		116.26
Inv 26882		309.87
Inv 26891		262.23
Inv 26892		65.74
0 Total:		761.60
1286 - M&M's Sports Uniforms & Embroidery Total:		761.60
2707 - MailFinance 001-010-6100-000		
0		
Inv H3486338		454.50
0 Total:		454.50
2707 - MailFinance Total:		454.50
1071 - Main Street Tehachapi, Inc.		
0		
Inv 09042012		2,000.00
0 Total:		2,000.00
1071 - Main Street Tehachapi, Inc. Total:		2,000.00
0485 - McMaster-Carr Supply Company 444-403-6005-000		
0		
Inv 33820625		493.84
Inv 34092079		504.15
Inv 34277261 CR		-493.84
Inv 35531626		1,684.71
Inv 35665086		342.96
0 Total:		2,531.82
0485 - McMaster-Carr Supply Company Total:		2,531.82
1055 - Mercury Graphics 001-010-6010-000		
0		
Inv 4222		825.83
Inv 4224		128.16
0 Total:		953.99
1055 - Mercury Graphics Total:		953.99

Check Number	Check Date	Amount
0300 - Mission Linen & Uniform Service 001-030-5170-000		
0		
Inv 140118477		81.99
Inv 140120906		81.99
Inv 140120907		13.20
0 Total:		177.18
0300 - Mission Linen & Uniform Service Total:		177.18
2892 - Mountain Maintenance Group, Inc. 001-010-6735-000		
0		
Inv 4465		420.00
Inv 4465-1		540.00
Inv 4466		100.00
Inv 4467		450.00
0 Total:		1,510.00
2892 - Mountain Maintenance Group, Inc. Total:		1,510.00
0322 - Old Town Postal & Blueprint Service		
0		
Inv 9086-33		30.57
Inv 9086-33 1		11.00
0 Total:		41.57
0322 - Old Town Postal & Blueprint Service Total:		41.57
0612 - Old Towne Nursery		
0		
Inv 208344		32.16
Inv 208604		62.16
0 Total:		94.32
0612 - Old Towne Nursery Total:		94.32
0182 - P&J Electric		
0		
Inv 4319		570.56
Inv 4321		200.00
0 Total:		770.56
0182 - P&J Electric Total:		770.56
2236 - Pacific West Sound, Inc. 001-000-2191-000		
0		

Check Number	Check Date	Amount
Inv 5044		107.25
0 Total:		107.25
2236 - Pacific West Sound, Inc. Total:		107.25
0015 - Praxair Distribution Inc., 211		
0		
Inv 43793146		122.87
0 Total:		122.87
0015 - Praxair Distribution Inc., 211 Total:		122.87
2871 - ProForce Law Enforcement 001-100-7106-000		
0		
Inv 147233		1,148.65
0 Total:		1,148.65
2871 - ProForce Law Enforcement Total:		1,148.65
2994 - Richards, Watson & Gershon		
0		
Inv 184559		657.50
0 Total:		657.50
2994 - Richards, Watson & Gershon Total:		657.50
0362 - RSI Petroleum Products 001-030-7400-000		
0		
Inv 0255049		973.67
Inv 0255266		1,172.97
0 Total:		2,146.64
0362 - RSI Petroleum Products Total:		2,146.64
0373 - Schroeter, Attorney @ Law, Thomas F. 001-010-6740-000		
0		
Inv 09102012		158.33
Inv 09102012-1		63.47
0 Total:		221.80
0373 - Schroeter, Attorney @ Law, Thomas F. Total:		221.80
0399 - Sparkletts 444-403-6080-000		
0		

Check Number	Check Date	Amount
Inv 090112		280.25
0 Total:		280.25
0399 - Sparkletts Total:		280.25
1759 - State Water Resources Control Board 444-000-2485-000		
0		
Inv 08292012		184,737.82
Inv 08292012-1		11,250.54
0 Total:		195,988.36
1759 - State Water Resources Control Board Total:		195,988.36
3281 - Statewide Safety & Signs, Inc. 442-403-7130-000		
0		
Inv 1325/D		772.20
Inv 1567/12		110.47
Inv 1605/D		291.18
Inv A01481/D		90.09
0 Total:		1,263.94
3281 - Statewide Safety & Signs, Inc. Total:		1,263.94
1946 - Sun Valley Lighting		
0		
Inv 121158		287.62
0 Total:		287.62
1946 - Sun Valley Lighting Total:		287.62
2111 - Swift Napa Auto Parts		
0		
Inv 750203		16.06
Inv 750203-1		121.18
Inv 750682		328.09
Inv 750861		58.40
Inv 751188		292.75
Inv 751222		8.57
Inv 751228		64.33
Inv 751476		48.64
Inv 751875		9.11
Inv 752082		164.58
0 Total:		1,111.71
2111 - Swift Napa Auto Parts Total:		1,111.71

Check Number	Check Date	Amount
1947 - Tehachapi Lawn and Garden 001-030-7120-000		
0		
Inv 09042012		10.49
Inv 9210		8.57
Inv 9226		236.73
0 Total:		255.79
1947 - Tehachapi Lawn and Garden Total:		255.79
3437 - Tehachapi Lifestyle Magazine		
0		
Inv 1576		1,550.00
0 Total:		1,550.00
3437 - Tehachapi Lifestyle Magazine Total:		1,550.00
0431 - Tehachapi News		
0		
Inv 2496229		108.48
0 Total:		108.48
0431 - Tehachapi News Total:		108.48
1444 - Tehachapi Police Explorers 001-000-2191-000		
0		
Inv 09052012		29.98
0 Total:		29.98
1444 - Tehachapi Police Explorers Total:		29.98
0445 - Tehachapi Senior Center, Inc. 001-000-2126-000		
0		
Inv 09152012		100.00
0 Total:		100.00
0445 - Tehachapi Senior Center, Inc. Total:		100.00
3051 - Tehachapi Transmissions, Inc. 001-100-7110-000		
0		
Inv 3707		127.95
Inv 3714		41.32
0 Total:		169.27
3051 - Tehachapi Transmissions, Inc. Total:		169.27

Check Number	Check Date	Amount
0426 - Tehachapi-Cummings County Water District 442-000-4470-000		
0		
Inv 10417100		207.20
Inv 18282900		1,105.65
Inv 2278000		80.40
Inv 32623700		1,647.66
Inv 38983900		637.15
Inv 537.170		15,745.18
Inv 821480		79.76
0 Total:		19,503.00
0426 - Tehachapi-Cummings County Water District Total:		19,503.00
3248 - Three Way Automotive Group		
0		
Inv 595664		59.77
0 Total:		59.77
3248 - Three Way Automotive Group Total:		59.77
0476 - WITTS Everything for the Office 001-010-6010-000		
0		
Inv 123236-0		42.36
Inv 123468-0		6.97
Inv 123961-0		144.69
Inv 124026-0		134.03
Inv 124039-0		18.83
Inv 124074-0		21.43
Inv 124087-0		6.44
Inv 124148-0		68.62
Inv 124153-0		8.19
Inv 124154-0		9.38
Inv 124196-0		79.33
Inv 124239-0		43.44
Inv 565764-0		20.42
Inv 576839-0		449.38
Inv 576840-0		6.84
Inv C 123793-0		-8.55
0 Total:		1,051.80
0476 - WITTS Everything for the Office Total:		1,051.80
1856 - Wood Photography, Jackie 001-010-6320-000		
0		
Inv 1244078		26.81
0 Total:		26.81

Check Number	Check Date	Amount
1856 - Wood Photography, Jackie Total:		26.81
0478 - Zee Medical Service		
0		
Inv 613861		32.87
0 Total:		32.87
0478 - Zee Medical Service Total:		32.87
Total:		427,172.07

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 9/4/2012 - 4:01 PM



			Check Amount
Check No:	36583	Check Date: 09/05/2012	
Vendor:	2052	Thomas G. Garrett	
224434294000		Special supplies/10 ks jackets	268.02
			268.02
Check No:	36584	Check Date: 09/05/2012	
Vendor:	2940	U.S. Bank Corporate Payment System	
010207		sprtrcft quoits/bbag	21.44
034225		Wtr/ City Slickers/meals	59.28
037317		grocery items/cold drnks	253.74
043		meals	93.24
048986		50 lb s lime	33.76
064839		dairy deli frozen	8.56
0723		Sail thru car wash	8.00
072512		usa slings/1hp usa bench grinder	1,449.79
0726		Council/lodging	210.92
0808		Witts/soon signs	5.45
080812		Swr/car wash	10.00
081012		Repair tie down post light	598.10
081012 2		posts/photo cell/elec supplies & materiels	598.10
081212		Replace flag pole lights	1,940.86
081212 2		pull box/wire/pvc	361.44
0816		Trader Bo's workwear	150.57
0817		Amazon Mktplace	104.94
096416		dvd player	37.53
10168881		Wtr/10' usb ext/cable	84.70
11050152		storage rack	506.23
12062100		8' mount bench	989.82
123544537		hp monitor	340.45
13596322004		photo prints	23.52
137296095		Lndscp/HP officejet printer	104.50
150835484		webcam/ups backup APC	450.42
153416249		Wtr/Dell desktop	1,717.77
153416249 2		Swr/Dell desktop	1,717.77
155904563		Wtr/UPS apc back ups	124.40
190003 1		Event center barricades	2,065.62
190003 2		Rodeo Grounds/Event center barricades	4,819.78
2109299		VIP uniforms/supplies	1,070.04
2808		Generator rental	500.00
374662		6' table linen	50.58
375667		paint	150.14
41		cookies for meeting	14.00
454160818		domain name renewal	49.68
5644294		11 pocket rack	73.27
5774		Terminal plumbing	142.00
64		meals	100.00
6589461		exhibitor directors chair	195.96
72012		8 50lb sulfate amonia	152.17

732090026	Training registration/AHenning	199.00
759242	Strts/mini c/b	12.42
821617	full service/06 Chev trk Tahoe	516.78
85866	Police car stress ball	1,395.00
9358642	Swr/Dewalt 18-volt xrp 6 tool combo kit	544.88
97931	supplies/reimbursed by DJames	23.09
XFW3XFX98	Dell monitor/return	-360.85

23,718.86

Date Totals: 23,986.88

Report Total: 23,986.88

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 9/11/2012 - 4:53 PM



			Check Amount
Check No:	36585	Check Date: 09/10/2012	
Vendor:	2893	Cardmember Service	
10169153		Swr/sandisk usb fl	13.93
2004097108609		CD/OptiPlex 790 minitwr Dell pc	1,317.64
2004097111660		GG/xps 8500 Dell pc	1,565.58
2004097147649		A/xps 8500 Dell pc	1,407.44
61601		Swr/2700psi ca	321.74
			4,626.33
Check No:	36586	Check Date: 09/10/2012	
Vendor:	2559	Service Team of Professionals	
6306-113		GG\2nd draw per contract re 111 W D St	11,000.00
			11,000.00
Check No:	36587	Check Date: 09/10/2012	
Vendor:	0372	Southern California Edison	
0831127		Strts/Highway 202	49.82
0901121		Wtr/1299 S Curry st	0.56
09011210		LLD/1115 Alder av PED	23.21
09011211		LLD/1415 Alder av PED	23.21
0901122		Wtr/1299 S Curry st	2,665.58
0901123		Wtr/Pinon	0.61
0901124		Wtr/Pinon	2,891.23
0901125		Wtr/Curry	1.23
0901126		Wtr/Curry	8,735.34
0901128		Strts/Curry st/Walnut	15.37
0901129		LLD/1347 Clasico dr PED	23.58
			14,429.74
Check No:	36588	Check Date: 09/10/2012	
Vendor:	0433	Tehachapi Recycling, Inc.	
08032012		Recycling Contract Period 01	14,019.32
			14,019.32
Check No:	36589	Check Date: 09/10/2012	
Vendor:	0434	Tehachapi Sanitation	
08012012		Kern County Gate Fees Period 01	14,118.52
08022012		Refuse Contract Period 01	66,025.93
			80,144.45
Check No:	36590	Check Date: 09/10/2012	
Vendor:	UB*01098	Schultz Enterprises Inc.	
		Refund Check	3,483.29
			3,483.29
Date Totals:			127,703.13

Report Total:

127,703.13

COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: SEPTEMBER 17, 2012

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:



TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: SEPTEMBER 12, 2012

SUBJECT: HANGAR 27W RENTAL AGREEMENT

Background:

Mr. Norman Hanson requests the rental and use of City of Tehachapi owned Hangar 27W on a month to month rental basis.

Fiscal Impact:

Monthly hangar rental fee will be \$425.00

Recommendation:

Approve the NONCOMMERCIAL HANAGAR RETAL AGREEMENT for HANGAR 27W between Norman Hanson and the City of Tehachapi.

NONCOMMERCIAL HANGAR RENTAL AGREEMENT

(Tehachapi Airport Hangar 27W)

THIS AGREEMENT, hereinafter referred to as this "Agreement", is made and entered into this **17th** day of **September, 2012**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "Landlord", and **Norman Hanson**, hereinafter referred to as "Tenant".

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

1. **PREMISES:**

Landlord does hereby demise and lease to Tenant, and Tenant hereby hires from Landlord, 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, Hangar # **27W**.

2. **TERM:**

The term of this Agreement shall be from month to month, commencing on **September 17th, 2012**. Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other.

3. **RENTAL CONSIDERATION:**

As and for rental, Tenant shall pay to Landlord, the sum of **\$ 425.00** per month payable in advance on the first day of each month commencing **September 17th, 2012**.

Landlord may increase the rental at any time upon thirty (30) days prior written notice to the Tenant.

4. **INTEREST:**

If the payments required herein are not paid within five (5) days after they become due, then, in addition to such sums as are then due, Tenant shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

5. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the Tenant for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by Tenant or a partnership or other business association approved by the City Manager or his designated representative in which Tenant is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by Landlord pursuant to Paragraph 23; and provided further, that Tenant shall conduct no activity for profit or commercial purpose under this lease.

(b) Tenant 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 Landlord or any tenant of Landlord on adjacent or neighboring property. Tenant shall abate or cure any nuisance on the demised premises or for which Tenant is responsible within ten (10) days after written notice thereof from Landlord. In the event Tenant has not taken corrective action within ten (10) days, Landlord may take any action necessary to abate or cure such condition at Tenant's sole cost and expense, without further written notice and Landlord shall have no liability to Tenant therefor 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 Landlord's reasonable determination, a

condition immediately hazardous to health or safety, Landlord may immediately, without written notice to Tenant, enter the premises to abate or cure the condition at Tenant's sole cost and expense and Landlord shall have no liability to Tenant therefor nor for any damage to the premises or to the hangar or to property therein or thereon. Tenant shall reimburse Landlord in full within thirty (30) days of the date of an invoice from Landlord to Tenant for the cost of same and any delinquency in the payment thereof shall accrue interest at the rate of ten percent (10%) per annum.

(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.

6. CONDITION OF PREMISES:

Tenant 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.

7. SAFETY:

Any area that is within the control of the Tenant 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 Tenant shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

8. ALTERATIONS:

Tenant 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.

9. **SIGNS:**

Tenant 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 Landlord's prior written consent thereof. Tenant further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in Landlord's opinion are offensive or otherwise objectionable. If Tenant fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from Landlord, Landlord reserves the right to re-enter the premises and remove them at Tenant's expense.

10. **UTILITY EXTENSION OR MODIFICATION:**

Tenant 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.

11. **UTILITIES:**

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

12. **MAINTENANCE:**

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

13. **FAILURE TO REPAIR:**

In the event Tenant shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days of a written notice from Landlord, or in the event that Tenant fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, Landlord 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 Agreement as a charge to Tenant.

14. COMPLIANCE WITH LAW:

Tenant 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.

15. RIGHT OF INSPECTION:

Landlord shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and Tenant's operations thereon. Landlord reserves all rights in and with respect to the premises, not inconsistent with Tenant's use of the premises as in the Agreement provided, including (without limiting the generality of the foregoing) the right of Landlord 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 Landlord 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.

16. INDEMNIFICATION:

Tenant agrees to indemnify, defend, and save hold harmless Landlord, its Council members, officers, employees, and agents and each of them, from any and all liability thereunder.

17. **WORKERS COMPENSATION:**

Tenant 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 Landlord from any and all liability hereunder.

18. **TAXES AND ASSESSMENTS:**

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

19. **LIABILITY INSURANCE:**

Tenant, in order to protect Landlord, its officers, Council members, employees, and agents against all claims and liability for death, injury, loss, and damage as a result of Tenant's use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Agreement and covering all Tenant's operations and activities on the airport, a Comprehensive General Liability 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 Landlord, Council persons, agents, officers, and

employees as additional insured; and

(b) shall be primary insurance as regards any other valid and collectible insurance Landlord possesses, and any other insurance that Landlord 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 Landlord.

Within ten (10) days from the date of the Agreement, Tenant 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 Landlord, its councilpersons, agents, officers, and employees are named as additional insured. In the event that Tenant shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to Landlord, Landlord may, in Landlord's sole discretion, (1) procure the same, pay the premium therefor, and collect same with the next payment of rental due from Tenant, or (2) terminate this Agreement pursuant to Paragraph 26 hereof.

20. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES

GOVERNMENT:

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

21. AERONAUTICAL RESTRICTIONS:

(a) There is hereby reserved to Landlord 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) Tenant 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) Tenant 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, Landlord reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of Tenant.

(d) Landlord 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 Tenant, and without interference or hindrance.

(e) Landlord reserves the right, but shall not be obligated to Tenant, 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 Tenant in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by Landlord or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Agreement may be terminated by Tenant, at its option, by its giving of at least thirty (30) days written notice thereof Landlord.

(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.

22. SUBLETTING:

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

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Agreement;
- (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 19, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) Such rental adjustment as determined by Landlord in its sole

discretion.

(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 Landlord may, at its option, by written notice to the Tenant, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Agreement and all rights and interest of Tenant and all other persons hereunder pursuant to Paragraph 26. Any consent by the Landlord 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 Agreement or at law or in equity and the exercise of any remedy herein or under this Agreement or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Agreement or at law or in equity.

23. RIGHT OF INGRESS AND EGRESS:

Tenant shall have the reasonable right-of-way over property owned and controlled by Landlord for ingress thereto and egress there from for pedestrian, vehicular, and air travel, together with the right to use in common with other Tenant's or licenses or Landlord 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 foregoing is subject to such reasonable rules and regulations as the Landlord 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.

24. BANKRUPTCY:

In the event that (a) Tenant 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 Tenant shall be instituted by anyone other than Tenant 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 Tenant, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any Tenant's rights or interest under this Agreement; or (d) there shall be any other assignment of any Tenant's rights or interests under this Agreement by operation of law, then in addition to any and all other rights and remedies available to it, Landlord may, at its option by written notice to Tenant, terminate this Agreement and all rights and interest of Tenant and all other persons under this Agreement. The term "Tenant", as used in this paragraph, includes any individual, partnership, or corporation who is a Tenant hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is Tenant hereunder.

25. WAIVER OF BREACH:

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

26. BREACH:

(a) In the event of a breach by Tenant of any term, condition, or agreement herein contained (except for the payment of rental or any other cash sums, in which event, Tenant shall have five (5) days to cure) Tenant shall have thirty (30) days to cure

the breach after written notice has been given to Tenant by Landlord, provided however that if any such breach cannot be reasonably cured within thirty (30) days of such notice, then Tenant shall have commenced reasonable efforts to cure same within said period. In the event of Tenant's failure to cure or commence the cure of any such breach within thirty (30) days, or, in the case of the failure to pay rental or other compensation, within five (5) days, this Agreement and all privileges herein granted shall be terminated and be of no further force or effect, and Tenant shall immediately surrender to Landlord possession of the premises, and Lessor shall have all other remedies available at law and in equity under this Agreement. Notwithstanding the foregoing, in the event Tenant allows a nuisance to exist on the premises as described in Paragraph 5 of this Agreement, Tenant shall abate the nuisance as required therein and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 5. Providing further, that in the event Tenant breaches this Agreement and abandons the property before the end of the term, if Tenant's right to possession is terminated by Landlord because of breach of this Agreement, Landlord shall have the right to recover damages from Tenant as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by Landlord of any term, condition, or agreement herein contained, that deprives Tenant 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 5 hereof, or of its rights of ingress and egress described in Paragraph 23 hereof, Tenant shall not be obligated to Landlord for any rental payments otherwise due and payable for the period of such breach.

27. NEGATION OF PARTNERSHIP:

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

28. SURRENDER OF PREMISES:

On the last day of the term, or extension thereof, or sooner termination of this Agreement, Tenant shall peaceably and quietly leave, surrender and yield up to the Landlord the demised premises in as good condition and repair as at the commencement of Tenant's occupancy, reasonable wear and tear thereof excepted.

29. ENTIRE AGREEMENT:

This Agreement 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.

30. VENUE AND GOVERNING LAW:

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

31. COVENANTS AND CONDITIONS:

Each provision of this Agreement performable by Tenant shall be deemed both a covenant and a condition.

32. TIME OF THE ESSENCE:

Time is hereby expressly declared to be the essence of this Agreement 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 Agreement.

33. **SEVERABILITY:**

If any provision of this Agreement 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.

34. **AUTHORIZED AGENT OF Landlord:**

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

35. **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 Landlord: City Manager
City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561

TO Tenant: **Norman Hanson**
24221 Serra Pl.
Tehachapi, CA 93561
(H) 661-821-7801
(C) 661-477-9885

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

36. **BINDING:**

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

37. CAPTIONS:

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

38. AMENDMENTS:

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

39. ATTORNEY'S FEES:

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

40. RECORDATION:

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

41. COUNTERPARTS:

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

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

Landlord:

CITY OF TEHACHAPI

By: _____

**Ed Grimes,
Mayor of the City of
Tehachapi, California**

Tenant:

By: _____

Name: Norman Hanson

COUNCIL REPORTS

AGENDA SECTION: COMMUNITY DEVELOPMENT

MEETING DATE: September 17, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: DAVID JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: September 12, 2012

SUBJECT: TEHACHAPI RAIL IMPROVEMENT PROJECT DRAFT ENVIRONMENTAL IMPACT REPORT

BACKGROUND:

The Tehachapi Rail Improvement Project is being funded through Transportation Corridor Improvement Funds (Proposition 1B) in combination with resources provided by BNSF Railway. The project will consist of constructing a second rail segment paralleling the existing track also known as double tracking along five (5) rail segments located north of State Route 58 and State Route 223 extending through the towns of Caliente and Keene. The primary intent of the double tracking is to increase rail capacity through the Tehachapi Pass region to destinations in the Midwest and to the south such as the Port of Los Angeles. According to the project summary a secondary purpose of the double tracking and corresponding increase in rail capacity is to reduce the number of semi truck trips utilizing the same transportation corridor by way of State Route 58. Initially, the project in terms of the CEQA review and compliance was circulated as a Mitigated Negative Declaration. City staff among others, as we understand it, questioned the Mitigated Negative Declaration as an appropriate and adequate level of CEQA review. Please see City of Tehachapi correspondence dated September 7, 2010 included herein as Attachment A. Based in part on the City of Tehachapi's position relative to the Mitigated Negative Declaration the project proponent had reconsidered and committed to preparing an Environmental Impact Report (EIR) rather than a Mitigated Negative Declaration.

Given that Proposition 1B funding source will be utilized Caltrans has been selected as the lead agency relative to the preparation and administration of the CEQA document. It should be noted that it is not Proposition 1B funding that is requiring the EIR. The Project warrants an EIR irrespective of the funding source. The 1B funding mechanism has however influenced the decision as to which government agency should act as the Lead Agency. In July of 2011 Caltrans circulated a Notice of Preparation (NOP) relative to the Tehachapi Rail Improvement Project (Project). As the Council is aware the purpose of the NOP process is to circulate the project description to "Responsible Agencies" such as the City of Tehachapi for our consideration in order for Responsible Agencies to contribute to the determination of an EIRs scope in terms of topics to be analyzed and discussed.

On July 20, 2011 City staff responded to the Tehachapi Rail Improvement Project NOP. Please see Attachment B for details. As the City Council is aware a DEIR for the Tehachapi Rail Improvement Project has been circulated for the 45 day public review and comment period which closes on October 8, 2012. This is the stage in the CEQA process for public agencies and the general public to comment on the adequacy of the EIR document.

The Project and anticipated corresponding increase in rail capacity could have a negative impact on our community from a public safety perspective. As such the purpose of this agenda item is to inform the Council of staff's initial findings relative to our review of the aforementioned DEIR document as staff prepares our official response to Caltrans.

As a point of clarification it should be noted that staff is not suggesting that the City take a stance in opposition to the project per-se. However, as indicated the Project could have a deleterious effect on our community from a quality of life and public safety perspective and as such it is imperative that these issues be adequately addressed and vetted through the CEQA process keeping in mind that an EIR is intended to be a document for public disclosure. Section 15121 of the CEQA Guidelines states "An EIR is an informational document which will inform public agency decision makers and the public generally of the significant environmental effect of a project, identify possible ways to minimize the significant effects, and describe reasonable alternatives to the project. The public agency shall consider the information which may be presented to the agency".

CRITIQUE:

The following critique, presented in a bullet point format list the deficiencies with the DEIR identified by staff's review of the document to date.

- As previously indicated the Notice of Preparation was circulated in July of 2011. Section 15082 of the CEQA Guidelines requires the lead agency to circulate the project to Responsible Agencies to assist in determining the scope of the EIR. The lead agency in turn bears responsibility for addressing the issues brought forward by the Responsible Agencies. The DEIR contains no discussion what so ever of the City's concerns over the public safety ramifications associated with the increase in rail capacity. Oddly one of the appendices does discuss Tehachapi in the context of traffic and transportation. However, this analysis is again inadequate and dismissive of the issue as it was in the previous Mitigated Negative Declaration document and relegated to a Technical Appendices and not incorporated in the actual DEIR document. In March of 2011 the Kern Council of Governments (KernCog) released a study prepared by Wilber Smith Associates entitled Grade Separation Prioritization Report. Out of the 40 at grade crossings analyzed county wide Tehachapi's three (3) at grade crossings were ranked as follows.

<u>Crossing</u>	<u>Ranking</u>
- Tehachapi Boulevard/Old Hwy. 58	No. 14
- Dennison Road	No. 16
- North Green Street	No. 18

These rankings in terms of prioritization for grade separations are considerably high and yet the aforementioned Technical Appendices makes no mention or reference to the KernCog study. Please see Attachment C, excerpt from the Grade Separation Prioritization Report.

- With respect to the scope of the DEIR the "project" is defined and restricted to the area of influence to a very narrow range of analysis within ½ mile of the double tracking locations. In

staff's opinion this choice appears myopic when relating to topics of regional importance such as noise, traffic, emergency services, etc. By limiting the scope of analysis to such a narrow area of impact the DEIR document simply avoids discussing any impacts the project may have on the community of Tehachapi such as was outlined in the City's response to the NOP. However, in terms of determining the scope of an EIR, Section 15126 of the CEQA guidelines state "All phases of a project must be considered when evaluating its impact on the environment: planning, acquisition, development and operation." The DEIR only analyzes the segments of the rail line slated for double tracking and fails to analyze all phases of the project such as operation or in the case of the Tehachapi Rail Improvement Project the regional ramifications associated with increased rail capacity. This is akin to expanding the capacity of the sewer treatment plant whereby a lead agency cannot simply evaluate the expansion in and of itself in a vacuum. The environmental document must also evaluate the ramifications in terms of growth associated with the post expansion or operational phase of the plant.

- The DEIR suggest that noise impacts associated with the increased rail activity would be less than a 3 decibel increase. Caltrans uses a 3 decibel increase as their thresholds of significance determination. However, as indicated the DEIR has no noise related analysis of the Project's impact to the community of Tehachapi. With respect to noise impacts the DEIR contains no analysis on the increase level of noise to the community in general. More specifically the DEIR makes no mention to potential impacts associated with sensitive land uses such as the recently developed Tehachapi Family Apartments located north and adjacent to "H" Street. Train related noise was already identified as a significant issue and the applicant was able to achieve an acceptable level of both internal and external noise attenuation. At this juncture it is unknown if in the after condition this will continue to be the case. Additionally, two (2) recent court cases Sheryl Gray et al. vs. County of Madera et al. and Los Angeles Unified School District v. City of Los Angeles have concluded that a 3 decibel increase Threshold of Significance is not an acceptable analysis. As such if an existing noise condition/issue already exists an increase of 3 decibels are less can no longer be dismissed as insignificant.
- As previously indicated the DEIR analysis in the main focuses on a very limited area of impact associated with the segments of track slated for double tracking. However, in an attempt to present the positive attributes of the Project the air quality analysis evaluated the regional benefits the Project will have by reducing semi truck traffic in favor of increased rail traffic. Some topics such as biological impacts and architectural impacts are very localized. However, staff finds the document to be disingenuous in that the majority of topics are narrowly evaluated when it is convenient and favorable to the applicant and broadly evaluated when the door swings in the opposite direction, so to speak.
- The DEIR attempts to make improvements to air quality a positive result of the project. In this regard the report attempts to make a case that if there were expanded rail capacity through the Tehachapi Pass, semi truck freight haulers and distributors would gravitate to rail service as an alternative to semi trucks resulting in an increase in rail traffic and a correspond decreases in truck traffic. The report fails to provide the in depth analysis and demonstrated nexus that would make their case. Without establishing a clear nexus between increased rail and a corresponding decrease in truck traffic the report results are unreliable at best and simply wrong at worst. At this juncture staff may or may not weigh in on this issue. In this regard if the double tracking does in fact increase capacity, but this new capacity is not filled and the rail traffic remains status quo then the issues raised by the City are inconsequential. Never-the-

less this issue has been brought to the Council's attention primarily to further bolster staff's position that the DEIR is significantly deficient on many levels.

RECOMMENDATION:

Staff recommends that the report on the Tehachapi Rail Improvement Project DEIR be received and filed and that the City Council in an effort to put our best efforts forward direct staff to engage with LeBeau Thelen Attorneys at Law in terms of their CEQA expertise to assist staff in this and all phases of the EIR process relative to the Tehachapi Rail Improvement Project.



September 7, 2010

Mr. Jeffrey S. Rice, AICP
URS Corporation
3500 Porsche Way, Suite 300
Ontario, CA 91764

RE: BNSF/UPRR Tehachapi Rail Improvement Project Mitigated Negative Declaration

Dear Mr. Rice:

Thank you for the opportunity to review the above referenced document. The City of Tehachapi acknowledges that it was not URS Corporations decision to process the CEQA review of this project in the context of a Mitigated Negative Declaration. That being stated the City of Tehachapi wanted to go on record that a mitigated Negative Declaration is an inadequate level of CEQA review and we (the City) are of the opinion that a full project level EIR should have been prepared. At the risk of sounding facetious the City of Tehachapi has processed 5-acre strip mall developments with a more robust environmental review then this project with such significant public safety implications.

As this project has evolved overtime City staff and City officials have made it abundantly clear to BNSF and their representatives that we (the City) are concerned over the public safety implication of expanding rails service in Tehachapi in terms of more frequent train traffic in combination with longer trains i.e., increasing train length from 5,000 and 6,000 linear feet to 7,000 linear feet.

That said the City of Tehachapi is of the opinion that the public safety ramifications of the Tehachapi Rail Improvement Project was given only a cursory analysis. As you are aware, there is only one grade separated crossing within the City limits at Tucker Road (SR 202) and there are three (3) at grade crossings within the City limits at Green Street, Hayes Street and Dennison Road. The CEQA document attempts to dismiss the public safety implications of the increased train traffic in combination with increased train lengths by suggesting that in the after condition these existing at grade crossing will continue to operate at a Level of Service C. The study also suggested that a LOS C is an acceptable LOS per the City Standards and per the City of Tehachapi General Plan Circulation Element. This statement is correct, however the Level of Service General Plan standard applies to road lengths and intersections and was never intended to apply to a railroad at grade crossing scenario.

The City of Tehachapi is of the opinion that Level of Service is an inappropriate measurement of the efficiency of the at grade crossing when evaluating the impact from a public safety perspective. As indicated the LOS Metric is appropriate for road lengths and intersections as a measurement of the ebb and flow of traffic from a vehicle movement and convenience perspective which has quality of life implications for the residents of the community.

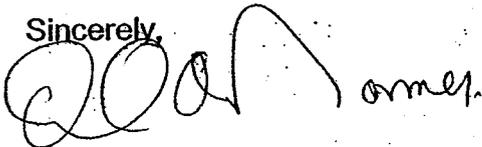
However, from a public safety perspective even if an intersection or road length should drop below the LOS C an emergency vehicle can still maneuver around and through traffic. However, in the case of an at grade crossing if the barriers are down an individual in route to the hospital or an emergency vehicle in route to an emergency on the wrong side of the barrier is physically restrained until the barrier is lifted and any intervening vehicles have cleared out of the way.

In this regard the fact that an at grade crossing is operating at Level of Service C will be of little comfort to an individual in route to the hospital or emergency aid personal in route to an individual in need of medical attention. The City of Tehachapi had made it abundantly clear on numerous occasions that an additional grade separation is warranted and desired for public safety purposes to provide better connectivity between the north side and south side communities and business enclaves separated by the rail line.

Again the use of the Level of Service metric to ascertain the public safety implications of the project are insufficient and no basis by which to declare the public safety impacts adequately mitigated. Therefore, the City of Tehachapi respectfully requests that a more robust analysis be conducted relative to the public safety consequences of this project and to that end request that an alternative standard of measure than Level of Service be utilized in this regard.

Thank you for your consideration in this matter. Should you have any questions and/or concerns please do not hesitate to contact me at (661) 822-2200 ext. 119.

Sincerely,



DAVID A. JAMES
Community Development Director

cc: Mr. Greg Garrett, City Manager
Ms. Lorelei H. Oviatt, AICP, Kern County Planning Department
Mr. Ron Brummett, KernCog



July 20, 2011

Kirsten Helton, Acting Office Chief
California Department of Transportation
2015 East Shields Avenue, Suite 100
Fresno, CA 93726

RE: Notice of Preparation of a Draft Environmental Impact Report

Dear Ms. Helton:

Thank you for circulating the above referenced document to the City of Tehachapi for our consideration. On behalf of the City of Tehachapi I wanted to first express our appreciation for requiring the Tehachapi Rail Improvement Project-Bena to Marcel to be evaluated from a CEQA perspective through the Environmental Impact Report (EIR) process and not rely on a Mitigated Negative Declaration as originally intended.

In terms of special issues, the NOP would suggest that the EIR will evaluate a wide range of issues and in this regard the City has every expectation that the EIR will be very comprehensive in its scope and content.

The Tehachapi region has a long history with the railroad and our efforts to restore the Tehachapi Depot and establish a first class rail museum reflects this understanding. The City of Tehachapi also understands and appreciates the importance of rail service in terms of sustaining economic growth as it relates to moving goods both domestically and internationally. Several local businesses and industries rely on the presence of rail to enhance their business practices.

The City of Tehachapi's principal concern is over the public safety implications associated with the double tracking effort. As the City understands it, the rail line improvements once completed will accommodate expanded rail service through the Tehachapi region in terms of more frequent train traffic in combination with longer trains, i.e., increasing train length from 5,000 and 6,000 linear feet to 7,000 linear feet.

The City of Tehachapi has only one (1) grade separated crossing located at Tucker Road (SR 202) and there are three (3) at grade crossings within the City limits at Green Street, Hayes Street and Dennison Road. In this regard the community is literally bisected by the BWSF/UP rail line with only one (1) grade separated crossing which provides only limited connectivity to the communities and business enclaves located north of the rail line.

This circumstance in its present condition constitutes a public safety challenge which will only be exacerbated by the aforementioned rail line expansion and associated increase in rail capacity.

The EIR needs to evaluate the public safety ramifications associated with the rail line improvements. Earlier attempts to address this impact from a Level of Service perspective were in the City of Tehachapi's opinion inadequate. The City of Tehachapi is of the opinion that Level of Service is an inappropriate measurement of the efficiency of an at grade crossing when evaluating the impact of expanded rail service from a public safety perspective. The Level of Service Metric is appropriate for road lengths and intersections as a measurement of the ebb and flow of traffic from a vehicle movement and convenience perspective which has air quality and quality of life implications for the residents of the community but are not necessarily public safety issues.

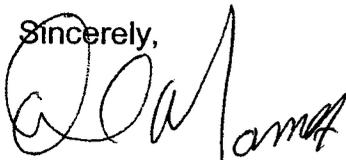
However, from a public safety perspective even if an intersection or road length should drop below an acceptable Level of Service an emergency vehicle can never-the-less maneuver around and through traffic. However, in the case of an at grade crossing if the barriers are down an individual in route to the hospital or an emergency vehicle in route to an emergency on the wrong side of the barrier is physically restrained until the barrier is lifted and any intervening vehicles have cleared out of the way.

In this regard the fact that an at grade crossing is operating at an acceptable Level of Service will be of little comfort to an individual in route to the hospital or emergency aid personal in route to an individual in need of medical attention. The City of Tehachapi had made it abundantly clear on numerous occasions that an additional grade separation is warranted and desired for public safety purposes to provide better connectivity between the north side and south side communities and business enclaves separated by the rail line and this solution needs to be included in the Mitigation strategy.

Therefore the City of Tehachapi respectfully requests that a robust analysis be conducted relative to the public safety consequences of this project and to that end request that an alternative standard of measure other than Level of Service be utilized to achieve this end.

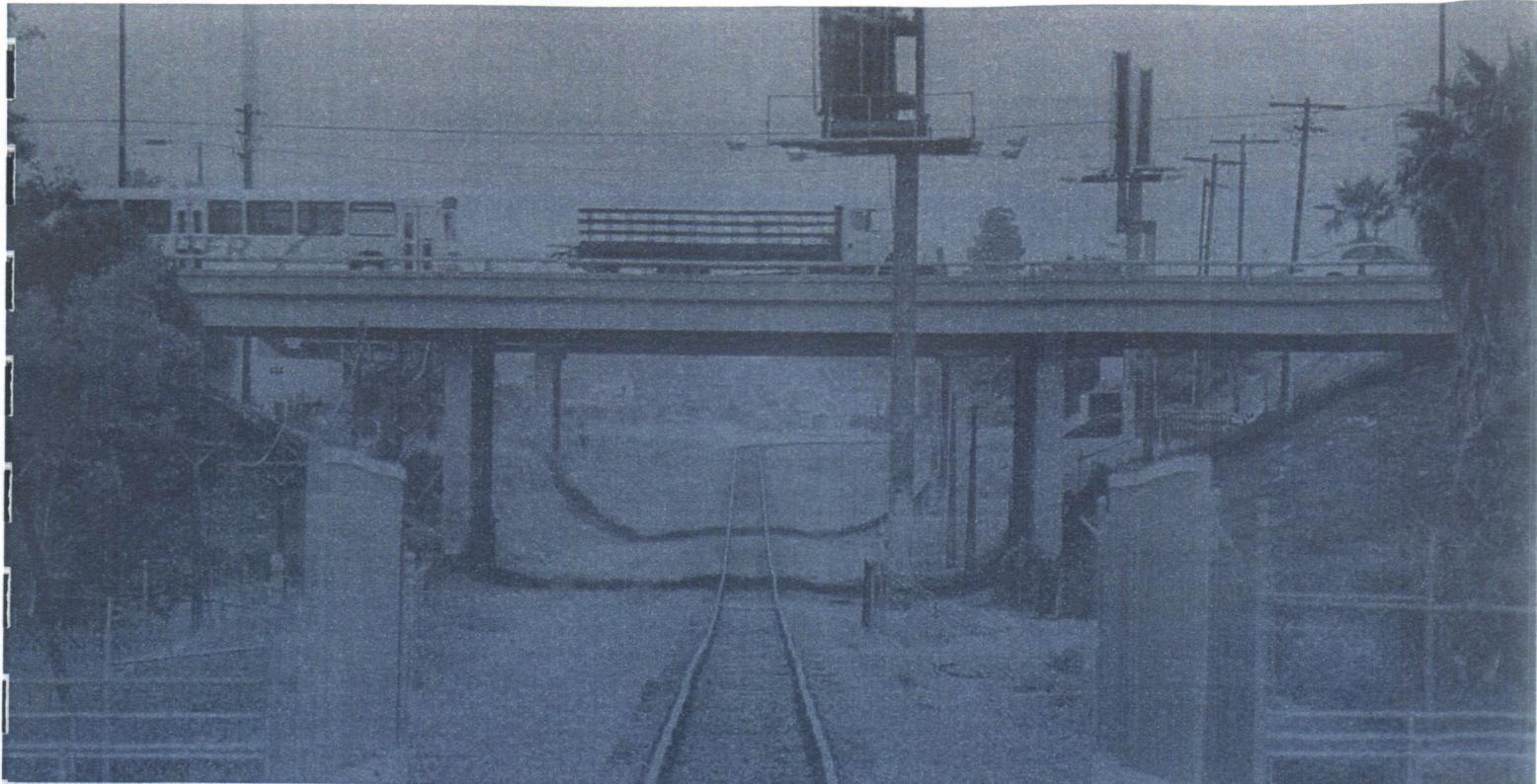
Thank you for your consideration and cooperation in this matter. Should you have any questions and/or concerns please do not hesitate to contact me at (661) 822-2200 ext. 119.

Sincerely,



DAVID A. JAMES
Community Development Director

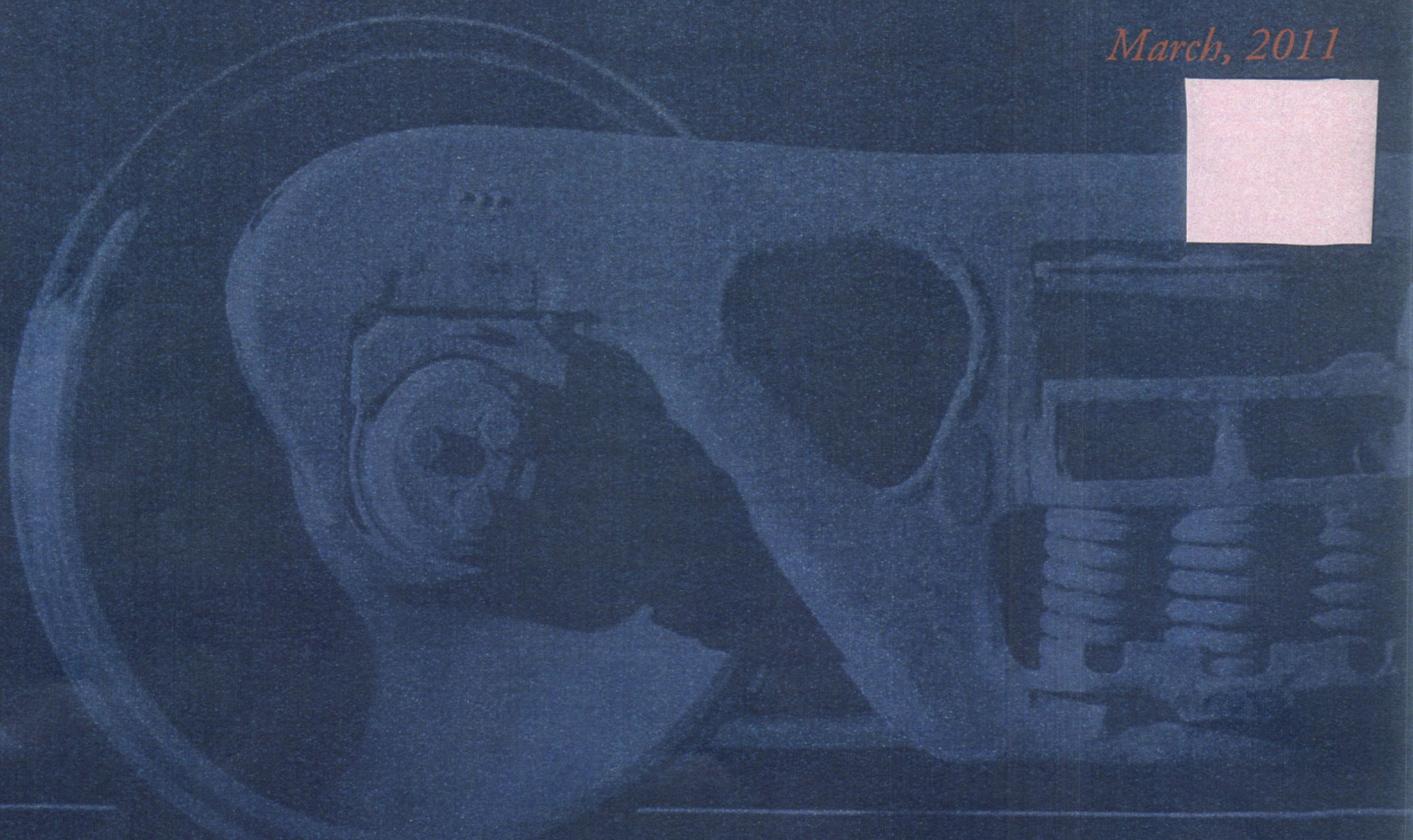
cc: Mr. Greg Garrett, City Manager



Kern Council
of Governments

GRADE SEPARATION PRIORITIZATION REPORT

March, 2011



ATTACHMENT C

Table 12: Prioritized List of Crossings

Rank	Name	Traffic Score	Train Score	Accident Score	Crossing Delay	Other Score	Final Score	Priority
1	Morning Drive (SR 184)	12	20	8	14	16	70	High Priority
2	Kratzmeyer Road	0	20	20	0	16	56	
3	Comanche Drive	0	20	14	2	14	50	
4	Rosedale Highway (SR 58)	20	4	0	8	18	50	
5	Lerdo Highway	10	20	0	2	18	50	
6	Kimberlina Road	2	20	12	2	12	48	
7	Merced Avenue	0	20	20	0	8	48	
8	East Truxtun Avenue	4	14	0	8	20	46	
9	Baker Street	2	14	0	10	18	44	
10	Rosamond Boulevard	14	6	4	0	18	42	
11	Sumner / Miller Street	2	14	0	14	10	40	Medium Priority
12	Vineland Road	0	20	10	0	10	40	
13	Olive Drive	10	6	4	0	18	38	
14	Tehachapi Blvd/Old State Hwy	0	20	10	0	8	38	
15	Reina Road	0	20	10	0	8	38	
16	Dennison Road	0	20	2	2	12	36	
17	Arroyo Avenue	0	20	0	2	14	36	
18	N. Green Street	0	20	0	2	14	36	
19	Snow Road	8	8	0	2	18	36	
20	Cecil Avenue	6	6	6	0	16	34	
21	Pepper Drive	0	20	2	2	10	34	Low Priority
22	Hayes Street	0	20	0	0	14	34	
23	Bealville Road	2	20	0	10	2	34	
24	Garces Hwy (SR 155) (Ex 4th Ave)	6	6	10	2	8	32	
25	Peterson Road	0	20	10	0	2	32	
26	L Street	2	20	0	2	8	32	
27	Caliente Bodfish Road	2	20	0	6	2	30	
28	Gosford Road	12	2	2	4	10	30	
29	Sonora Street	0	14	0	6	10	30	
30	N Street	0	20	0	2	8	30	
31	Patterson Road	0	6	20	0	2	28	Other
32	Cameron Canyon Road	0	20	2	0	6	28	
33	Neumarkel Road – Landfill	0	20	0	0	8	28	
34	Union Avenue	10	2	0	0	14	26	
35	Williamson Road	0	20	2	0	2	24	
36	Wible Road	10	2	0	4	6	22	
37	Tulare Street	0	14	0	4	4	22	
38	Burbank Street	0	20	0	0	2	22	
39	Q Street	4	6	0	0	10	20	
40	Ashe Road	8	2	0	4	6	20	



COUNCIL REPORTS

AGENDA SECTION: ASST CITY MANGER REPORTS

MEETING DATE: SEPTEMBER 17, 2012

APPROVED:	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: SEPTEMBER 10, 2012

SUBJECT: ASSISTANT ENGINEER/ENGINEERING AIDE POSITION

BACKGROUND:

As the Council is aware, the City currently utilizes the engineering firm of AECOM for design, project management and inspection services. These are in addition to the general engineering work and project management being done by our current in-house City Engineer, Jay Schlosser.

In August of 2012 however, Caltrans distributed an Office Bulletin that provided additional clarification to the current consultant selection process that is approved for federal-aid projects. Specifically, the same consultant engineering firm is no longer allowed to perform design and inspection services for the same job (a situation we are currently in) unless it was authorized by FHWA prior to September 1, 2012. This presents the City of Tehachapi with three primary options, those being: 1) No longer perform federally funded grant projects, 2) Hire a new design firm, or 3) Hire a new individual or firm to provide inspection services.

In our current arrangement, the City enjoys having a dedicated public works inspector from AECOM who's sole responsibility is to inspect the construction of public infrastructure (i.e. water, sewer, streets, sidewalks, etc) being built by City contractors or private developers. This employee is paid at prevailing wage rates plus an additional markup from AECOM that covers overhead and other operating expenses.

During the last three years, the inspector has worked an average of nearly 1000 hours per year and during the last two years, has worked over 1000 hours per year. If this contract employee was a City staff member, he would be working over the allowable limit for a part-time employee (1000 hours per year). This has been during a period of economic downturn and a period during which his time was intentionally limited in an effort to save money. With current agreed upon hourly rates, this equates to a part-time employee that costs approximately the same amount as a full-time employee.

In the upcoming years, this trend is expected to continue with new private development (i.e. commercial, industrial, residential) occurring as well as public development projects such as the completion of the Alta Estates Subdivision infrastructure, the extension of Challenger Drive, the reconstruction of the intersection at Curry St and Valley Blvd, the reconstruction of areas near Pinon St and Curry St, the reconstruction of Tehachapi Blvd, the C Street water main replacement project, the Police Station project and more.

While not all of these project are federally funded, it is staff's opinion that maintaining two separate construction inspectors is inefficient and would prove to be less effective. Rather, Staff recommends creating and hiring a full-time Assistant Engineer/Engineering Aide to do the work of both the current construction inspector and other minor engineering tasks currently being performed by engineers at AECOM.

The newly created position would report to, and take direction from, the City Engineer and would inspect all public infrastructure constructed during both public and private development projects. Additionally, the proposed job description (attached) is crafted to identify a candidate capable of performing a variety of engineering related tasks including, but not limited to, project administration for minor construction projects, performing technical engineering studies, writing technical memoranda, performing public works related plan check, and so on.

By selecting the appropriate candidate, Staff is confident that the need for both an inspector and additional engineering assistance can be met with one internal employee, rather than two contract employees. As the fully burdened cost of a full-time staff member will be less than the current cost for a part-time contract inspector, it is Staff's opinion that this makes sense not just for the added efficiency of having the services in house, but will also result in legitimate cost savings from day one.

Lastly, while this position was not currently budgeted it has been planned for internally with the expectation that this position would be created within the next 12-18 months. The change from Caltrans has created a situation in which Staff felt compelled to move forward sooner. This should not present a fiscal challenge however as the significant majority of the costs associated with this new position will be paid for through grant funds and private development fees already being reimbursed to the City.

FISCAL IMPACT:

It is expected that the new position of Assistant Engineer/Engineering Aide will result in a net cost savings for the City. The salary range for this position will be \$5026-\$6933 per month.

RECOMMENDATION:

APPROVE THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF ASSISTANT ENGINEER/ENGINEERING AIDE

Title: ASSISTANT ENGINEER/ENGINEERING AIDE

Definition:

Under the direction of the City Engineer and the Assistant City Manager, performs field construction observation of public and private development projects; professional field and office civil and/or transportation engineering work related to the planning, design, construction and maintenance of capital improvement projects and/or traffic safety and operations and daily departmental operations, including the preparation of basic designs, specifications, plans, estimates and reports for the development and modification of City infrastructure; provides assistance in the development of consultant requests for proposals for professional and/or construction services; manages less complex engineering projects; and performs related work as required.

Typical Job Duties:

- Serves as plan check engineer or project manager on routine public projects, including defining project scope, selecting consultants, negotiating contracts, change orders and amendments; prepares and monitors project schedules; monitors, reviews and coordinates project design and construction; evaluates contractor's requests for extra work; processes payments and change orders; coordinates projects with businesses, utilities and other city departments; inspects contractor's work and enforces terms of the contract.
- Prepares routine plans, designs, specifications, estimates and reports, including determining materials and availability of funding; provides special study engineering reports and drafts engineering staff reports for the City Council.
- Reviews private development plans submitted by developers, land owners and engineers for adequacy of application and conformance to City standards, plans and specifications; inspects private development construction of public infrastructure to ensure conformance to City standards, plans and specifications.
- Provides technical advice to contractors, other professionals and the general public regarding policies, codes and regulations; assists in resolving problems.
- Performs technical review of plans ensuring plans are in compliance with codes and regulations; processes a variety of encroachment permit applications.
- Participates in and conducts the development of consultant requests for proposal for professional and/or construction services and the advertising of bid processes; evaluates bids and proposals and makes recommendations on project award.
- Conducts engineering and related studies; prepares staff reports and grant applications.
- May act as the City's representative at meetings and promote the City's interests and objectives.
- Maintains accurate records and files.
- Performs other duties of a similar nature or level.

Typical Knowledge, Skills and Abilities:

- Basic engineering theories and principles;
- Basic principles of project management;
- Basic principles of capital improvement cost estimation and contract administration;
- Computer applications related to the work including basic GIS and AutoCad concepts and applications;
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations and preparing and presenting effective staff reports; and
- Techniques for dealing with a variety of individuals from various socio-economic, cultural and ethnic backgrounds, in person and over the telephone.

Training and Experience:

Any combination of experience and education that would be likely to provide the required knowledge, skills and abilities could be qualifying, as determined by the City. A typical way to obtain the knowledge, skills and abilities would be:

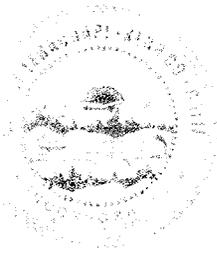
Equivalent to graduation from a four-year college or university with major coursework in an engineering curriculum or a field related to the area of assignment and two years of professional engineering experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job as listed above.

Licenses:

At the option of the City, persons hired into this class may be required to either possess at entry or obtain within specified time limits designated licenses, professional registration, certification or specialized education and training relevant to the area of assignment. Individuals holding these certifications will be classified as Assistant Engineer, while individuals not holding these certifications will be classified as an Engineering Aide. Must possess and maintain a valid California class C driver's license and a satisfactory driving record.

Physical Requirements and Working Conditions:

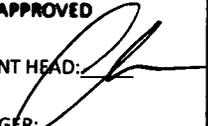
- Require vision (which may be corrected) to read small print.
- Require mobility to stand, stoop, climb stairs, walk on uneven ground, ladders, traverse narrow walkways, work at heights, kneel, reach, bend and work in confined places. Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects.
- Require the ability to stand for long periods.
- Perform lifting and/or pulling which does not exceed 50 pounds and is an infrequent aspect of the job.
- Is subject to inside and outside environmental conditions.
- May be required to use personal vehicle in the course of employment.



COUNCIL REPORTS

AGENDA SECTION: ASST CITY MANGER REPORTS

MEETING DATE: SEPTEMBER 17, 2012

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: SEPTEMBER 10, 2012

SUBJECT: EMERGENCY OPERATIONS PLAN UPDATE

BACKGROUND:

As the Council is aware, the City hired Emergency Management Consultants, Inc. (EMC) in 2007 to complete an update of the City's Emergency Operations Plan. This update, completed in early 2008, made minor revisions to the document based upon staff input. It also addressed new requirements from the federal government regarding compliance with the National Incident Management System (NIMS).

As the community changes, and as regulations change, it is important to keep our Plan current. With this in mind, staff has obtained and negotiated a proposal from EMC.

FISCAL IMPACT:

The proposed cost for the update is \$2500. This is a budgeted expense.

RECOMMENDATION:

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND EMERGENCY MANAGEMENT CONSULTANTS, INC.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2012, by and between the CITY OF TEHACHAPI (the "City") and EMERGENCY MANAGEMENT CONSULTANTS, INC. a Nevada Corporation (the "Consultant"),

WITNESSETH:

WHEREAS, City wishes to update the City's emergency management system (SEMS) emergency operations plan (EOP) to meet current national incident management system (NIMS) requirements and to comply with 2005 and 2010 NIMSCAST guidance (the "Services"); and

WHEREAS, City wishes to contract with Consultant to perform the Services under the terms and conditions described hereinafter and Consultant is agreeable to same.

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

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

2. City hereby contracts with Consultant to perform the Services which shall also include a two volume report with the first volume containing the emergency operations center guidebook and section check lists and the second volume the emergency operation plan. The Services shall also include identification of NIMSCAST requirements within the EOP by both italics and footnotes and a master list of NIMSCAST locations added in an appendix to be attached to Volume 2. Consultant shall provide one copy of the draft EOP for City review and replacement pages for changes for the final EOP. Consultant shall provide MS Word, PDF, and Omni form files on a compact disc to the City of the entire plan upon final completion of the emergency operations plan. All of the foregoing are henceforth hereinafter collectively referred to as the "Services."

(a) Within seven (7) days from the date of this Agreement, Consultant shall submit an information sheet to the City. Upon the City's review and approval of the information sheet, the City will complete the information sheet and return it to Consultant. City also agrees to provide the procedures for management of special needs populations, evacuation information, procedures for emergencies unique to the City, maps, contact information, equipment typing lists, mutual aid agreements, coordination/training with other public and private entities, updated jurisdiction threat summary and assessment information, and other jurisdiction-specific information requested by Consultant and in the possession of City and deemed appropriate by the City. The City will make reasonable efforts to provide the completed information sheet and provide the additional information within thirty (30) days from receipt of the information sheet.

3. Consultant shall perform the Services for a total fee of \$2,500.00 (the "Fee") which shall be paid as follows: \$1,250.00 payable upon execution of this Agreement and \$1,250.00 upon submission of an invoice to City from Consultant following completion of the Project and Services. City Manager or his designated representative shall have the right of reasonable review of the invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Consultant shall submit a draft EOP to City within two (2) weeks of the City's return of the information sheet and other information described in Paragraph 2(a) above. Upon City's review of the draft EOP and submittal to Consultant of its comments and requested changes, Consultant shall complete the final EOP within sixty (60) days thereafter.

5. Consultant shall indemnify, defend and hold harmless City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with an act or omission by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, Commissioners, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," excluding professional liability insurance, and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. Either party may terminate this Agreement at any time by giving the other party ten days prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City. Provided, however, if the value of the Services rendered through the date of termination is less than the initial payment made hereunder, then Consultant shall return the excess to City within ten (10) days of City's request for same.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed or if sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, faxed, emailed or addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - ggarrett@tehachapicityhall.com; or if to Consultant, Joseph R. Horton, Emergency Management Consultants, Inc., 255 Yellow Pine Road, Reno, Nevada 89511, Fax – (775) 849-1163, Email – emcjr@sbcglobal.net. Any party may change its address by giving notice to the other party in the manner herein described.

10. All reports, information, data and exhibits and other documentation prepared by Consultant shall be the property of the City and shall be delivered to City upon demand without additional costs or expense to the City but in no event any later than upon completion of Consultant's obligations under this Agreement or its earlier termination.

11. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The venue for any action arising out of or relating to this Agreement shall be Kern County, California if in state court and Fresno, California if in federal court.

13. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

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

17. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

18. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

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

20. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

21. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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

ED GRIMES, Mayor of the City of
Tehachapi, California

EMERGENCY MANAGEMENT
CONSULTANTS, INC., a Nevada Corporation,
"Consultant"

By: _____
JOSEPH R. HORTON, President



COUNCIL REPORTS

AGENDA SECTION: ASST CITY MANGER REPORTS

MEETING DATE: SEPTEMBER 17, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: SEPTEMBER 10, 2012

SUBJECT: AMERICANS WITH DISABILITIES ACT – GRIEVANCE PROCEDURE

BACKGROUND:

As the Council may be aware, the Americans With Disabilities Act (ADA) places certain regulations on the City in a variety of subject areas. Much of this relates to the construction of public facilities but ADA laws also apply to administrative actions performed by the City. These regulations provide important guidance for creating a community that is accessible for everyone but they also must be met for liability and grant funding purposes.

One of the requirements of Title II of the ADA is that a public agency must have an adopted ADA Grievance Procedure which outlines the process one can follow who has an ADA related complaint. Attached to this report, you will find a draft grievance procedure for consideration. It is based upon a template provided by the Department of Justice and is something that must be adopted and updated periodically in order to remain in compliance with the law.

FISCAL IMPACT:

None.

RECOMMENDATION:

APPROVE THE CITY OF TEHCACHAPI GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

City of Tehachapi Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Tehachapi. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Christopher Kirk

Assistant City Manager, ADA Coordinator

115 S. Robinson St, Tehachapi, CA 93561

Within 15 calendar days after receipt of the complaint, Christopher Kirk or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Christopher Kirk or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Tehachapi and offer options for substantive resolution of the complaint.

If the response by Christopher Kirk or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager.

Within 15 calendar days after receipt of the appeal, the City Manager or will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Christopher Kirk or his designee, appeals to the City Manager, and responses from these two offices will be retained by the City of Tehachapi for at least three years from the original submittal date of the complaint.



COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER REPORTS

MEETING DATE: SEPTEMBER 17, 2012

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: SEPTEMBER 12, 2012

SUBJECT: AMENDMENT OF THE CITY'S CONTRACT WITH CALPERS

BACKGROUND

As the Council is aware, City Staff has been working to reduce long-term pension obligations associated with City employment. While there are no current issues associated with the existing pension system, one does not have to look far to see other cities struggling to make good on their retirement obligations.

With that in mind, City Staff has been working with the California Public Employees' Retirement System (CalPERS) to create a second-tier pension program for all future City employees. This second-tier will not affect current employees and existing obligations.

Specifically, current public safety employees receive a pension benefit of 3% at 50 and miscellaneous employees (all non-police officers) receive a benefit of 2% at 55. Under the newly proposed formulas, any public safety employees entering membership for the first time after the effective date of the new agreement with CalPERS will receive a benefit of 2% at 50. Miscellaneous employees, under the proposed formulas will receive a benefit of 2% at 60.

In addition to the changes described above, the method for calculating the highest salary average will be modified for public safety employees such that the final compensation will be the average monthly pay rate during the highest 36 consecutive months of employment. Current public safety employees final compensation is the average monthly pay rate during the highest 12 consecutive months of employment. Again, the benefits of current employees will not change.

In order to make these changes, a resolution must be adopted, notifying the public of the Council's intention to approve an amendment to the contract between the City and CalPERS. Additionally, an Ordinance relating to the same, must be introduced.

RECOMMENDATION

ADOPT THE RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF TEHAHAPI; INTRODUCE THE ORDINANCE OF THE CITY

September 13, 2012

Amendment of the City's Contract with CalPERS

Page 2 of 2

**COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING AN AMENDMENT TO THE CONTRACT
BETWEEN THE CITY OF TEHACHAPI AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

**RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF TEHACHAPI**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, and

Section 20475 (Different Level of Benefits). Section 21362 (2% @ 50 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to local police members entering membership for the first time in the police classification after the effective date of this amendment to contract.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF TEHACHAPI AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AS FOLLOWS:

Section 1. AMENDMENT.

That an Amendment to the Contract between the City Council of the City of Tehachapi and the Board of Administration of the California Public Employees Retirement System is hereby authorized, a copy of said Amendment being attached hereto, marked Exhibit "A", and by such reference made a part hereof as though herein set out in full.

Section 2. AUTHORIZATION OF IMPLEMENTING ACTIONS.

The Mayor is hereby authorized, empowered, and directed to execute the Amendment for and on behalf of the City Council.

Section 3. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published in the manner authorized by law in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi, California on the 17th day of September, 2012.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Tehachapi, California on the ____ day of _____, 2012, by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ED GRIMES, Mayor of the City
of Tehachapi, California

ATTEST:

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

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

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

Published: _____



EXHIBIT A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Tehachapi

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1964, and witnessed October 23, 1963, and as amended effective January 3, 1968, June 1, 1973, September 28, 1973, May 1, 1977, October 17, 1991, December 11, 2005 and November 1, 2007 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective November 1, 2007, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract, age 60 for local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract, age 55 for local fire members and age 50 for local police members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1964 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:

 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

- (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member entering membership in the miscellaneous classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).
7. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a local fire member shall be determined in accordance with Section 21369 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local police member entering membership in the police classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 50 Modified).
10. The percentage of final compensation to be provided for each year of credited current service as a local police member entering membership for the first time in the police classification after the effective date of this amendment to contract shall be determined in accordance with Section 21362 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 50 Modified).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21024 (Military Service Credit as Public Service).
 - b. Section 20425 ("Local Police Officer" shall include employees of a police department who were employed to perform identification or communication duties on August 4, 1972 and who elected to be local safety members).
 - c. Section 21551 (Continuation of Pre-Retirement Death Benefits After Remarriage of Survivor).
 - d. Section 20042 (One-Year Final Compensation) for local police members entering membership on or prior to the effective date of this amendment to contract.

- e. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

Section 21362 (2% @ 50 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to local police members entering membership for the first time in the police classification after the effective date of this amendment to contract.

- 12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on May 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
- 13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 14. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF TEHACHAPI

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 20475**

I hereby certify that the _____ of the
(governing body)

(public agency)

has fully discharged all of the obligation imposed by Chapter 10 (commencing with
Section 3500) of Division 4 of Title 1, Government Code.

By _____

Title

Witness

Date

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

CERTIFICATION OF GOVERNING BODY'S ACTION

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the _____ of the
(governing body)

(public agency)

on _____
(date)

Clerk/Secretary

Title

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase/change in retirement benefit(s) have been made public at a public meeting of the

_____ of the
(governing body)

(public agency)

on _____ which is at least two weeks prior to the adoption of the
(date)

Resolution / Ordinance.

Adoption of the retirement benefit increase/change will not be placed on the consent calendar.

Clerk/Secretary

Title

Date _____