

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, October 1, 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, OCTOBER 1, 2012 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.
2. Mayor Grimes to present of Proclamation to Links For Life.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 31-12
Tehachapi City Council Unassigned Ord. No. 12-02-710
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 06-12
Tehachapi Public Financing Authority Unassigned Res. No. 01-12

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on September 17, 2012 - **APPROVE AND FILE**
- *5. Tehachapi High School (THS) has submitted a special use application for the Homecoming parade on October 19, 2012, from 11:00 am until noon – **APPROVE SPECIAL EVENT APPLICATION FOR THS HOMECOMING PARADE AND ASSOCIATED STREET CLOSURES SUBJECT TO STAFF CONDITIONS**
- *6. Main Street has submitted a special use application for the Trunk Or Treat Event. The event will be held on October 31, 2012 on Green Street and F Street – **APPROVE THE TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for September 18, 2012 through September 26, 2012 – **AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

- *8. Kenneth Hetge and Della Dusel-Hetge recently purchase Hangar 24W and a new non-commercial ground lease needs to be approved – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE BETWEEN THE CITY OF TEHACHAPI AND KENNETH HETGE AND DELLA DUSEL-HETGE FOR HANGAR 24W**

CITY ENGINEER REPORTS

9. Tract 6216 (Alta Estates) Improvement Project (REBID) was designed and circulated for public bid. Three bids were received: Burtch Construction for \$1,045,903.75, Cooley Construction for \$1,373,944.00 and C.A. Rasmussen, Inc. for \$1,498,585.00 – **AWARD THE TRACT 6216 IMPROVEMENTS PROJECT (REBID) TO BURTCH CONSTRUCTION IN THE AMOUNT OF \$1,045,903.75 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$52,295.18).**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
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MONDAY, OCTOBER 1, 2012 - 6:00 P.M. - PG. 3**

10. The "C" Street Waterline Project was designed and circulated for public bid. Six bids were received: HPS Mechanical for \$187,160.00, Blois Construction for \$212,975.00, Tryco General Engineering for \$255,694.00, Kern Pacific Construction for \$265,975.00, Pyramid Building & Engineering for \$269,900.00 and MGE Underground for \$305,418.00 - **AWARD THE C STREET WATERLINE PROJECT TO HPS MECHANICAL, INC. IN THE AMOUNT OF \$187,160.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$9,358.00).**

CITY MANAGER REPORTS

11. On September 17, 2012, the City Council of the City of Tehachapi introduced Ordinance No. 12-01-709, authorizing an amendment to the contract between the City of Tehachapi and the Board of Administration of the California Public Employees' Retirement System (CalPERS). Adoption of this Ordinance will allow the City to finalize efforts to create a second-tier pension plan for future employees of the City and of the Police Department - **ADOPT ORDINANCE NO. 12-01-709 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**
12. Report to Council regarding current activities and programs – **VERBAL REPORT**

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Approval of closed session minutes of September 17, 2012.
2. Conference with legal counsel re potential litigation (2 cases) 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, September 17, 2012 – 6:00 P.M.

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

ACTION TAKEN

CALL TO ORDER

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

ROLL CALL

Roll call by City Clerk Denise Jones.

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

Absent: Councilmember Nixon

INVOCATION

By Andy Walker from Country Oaks Baptist Church.

PLEDGE TO THE FLAG

Led by Councilmember Wiggins.

CONSENT AGENDA

Approved consent agenda

Approved Consent Agenda
Sm/Wi Motion Carried
Ab: Ni

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. Liz Fox, city resident, thanked City for improvements at rodeo grounds.

- b. Tom Anderson, Tehachapi Car Club, thanked City for cooperation in putting on their events.
- c. Stan Beckham, city resident, spoke about due process regarding weed abatement.

- 2. Mayor Grimes presented a proclamation for Constitution Week.
- 3. Mayor Grimes presented a proclamation for AKC Responsible Dog Ownership Day.

CITY CLERK REPORTS

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

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

*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 - **APPROVED AND FILED.**

Approved & Filed
 Sm/Wi Motion Carried
 Ab: Ni

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 – **DEPUTY CITY CLERK ASHLEY WHITMORE GAVE REPORT; BOTH APPLICANTS INTRODUCED THEMSELVES; RECEIVED PUBLIC COMMENT FROM WILLIAM NELSON AND LIZ FOX.**

MAYOR GRIMES OPENED NOMINATIONS AT 6:26 PM.

Gr Opened Nominations

COUNCILMEMBER WIGGINS NOMINATED PAUL PRESS.

Wi Nominated Paul Press

MAYOR GRIMES CLOSED NOMINATIONS AT 6:27 PM.

Gr Closed Nominations

MAYOR GRIMES, MAYOR PRO TEM SMITH, COUNCILMEMBERS WIGGINS AND VACHON VOTED FOR PAUL PRESS.

Gr, Sm, Wi & Ni Voted For Paul Press (4 Votes)

APPOINTED PAUL PRESS TO THE TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT BOARD TO COMPLETE A FOUR YEAR TERM TO EXPIRE ON FEBRUARY 3, 2013.

Appointed Paul Press To The TVRPD Board

FINANCE DIRECTOR REPORTS

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

Authorized Payments
Sm/Wi Motion Carried
Ab: Ni

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 – **APPROVED THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 27W BETWEEN NORMAN HANSON AND THE CITY OF TEHACHAPI.**

Approved The Non-Commercial Hangar Rental Agreement For Hangar 27W Between Norman Hanson & C.O.T.
Sm/Wi Motion Carried
Ab: Ni

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

9. Present staff's initial findings relative to the review of the Tehachapi Rail Improvement Project Draft Environmental Impact Report (DEIR) document as staff prepares the City's official response to Caltrans – **COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT; CARL GEHRICKE, LIZ FOX, AND SOCORRO SCHMIDT SPOKE ABOUT IMPACT OF TRAINS IN TEHACHAPI AND GIVING RESIDENTS AN ALTERNATE ACCESS; WILLIAM NELSON SPOKE ABOUT DEIR ISSUES; STAN BECKHAM SPOKE ABOUT WORKING WITH RAILROAD; CHARLES WHITE SPOKE ABOUT ASKING FOR MITIGATING FACTORS; MAYOR PRO TEM PHIL SMITH ASKED ABOUT PROPOSED NUMBER OF TRAINS AND SPOKE ABOUT TRAIN IMPACT ON TEHACHAPI AND MITIGATION OPTIONS; MAYOR GRIMES SPOKE ABOUT FIGHTING A BIG ENTITY AND ASKED RESIDENTS TO PUT THEIR CONCERNS IN WRITING; RECEIVED AND FILED REPORT ON THE TEHACHAPI RAIL IMPROVEMENT PROJECT DEIR AND DIRECTED 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.**

Received & Filed Report On The Tehachapi Rail Improvement Project DEIR & Directed Staff To Engage With Lebeau Thelen Attorneys At Law To Assist Staff In This & All Phases Of The EIR Process Relative To The Project
Sm/Wi Motion Carried
Ab: Ni

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 – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE REPORT; CHARLES WHITE, CITY RESIDENT, ASKED ABOUT ERROR AND OMISSIONS INSURANCE; WILLIAM NELSON DISCUSSED HIS OBSERVATIONS; STAN**

Approved The Job Description & Salary Range For The Position Of Assistant Engineer/Engineering Aide
Sm/Va Motion Carried
Ab: Ni

BECKHAM, CITY RESIDENT, SPOKE AGAINST POSITION; MAYOR PRO TEM SMITH CLARIFIED POSITION; COUNCILMEMBER WIGGINS ASKED ABOUT SALARY RANGE; APPROVED 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 – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE REPORT; COUNCILMEMBER WIGGINS ASKED IF THIS PLAN IS NIMS COMPLIANT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND EMERGENCY MANAGEMENT CONSULTANTS, INC.**

Approved & Authorized The Mayor To Sign The Agreement Between C.O.T. & Emergency Management Consultants, Inc.
 Wi/Sm Motion Carried
 Ab: Ni

*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 – **APPROVED THE CITY OF TEHACHAPI GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT**

Approved C.O.T. Grievance Procedure Under The Americans With Disabilities Act
 Sm/Wi Motion Carried
 Ab: Ni

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 – **CITY MANAGER GREG GARRETT GAVE REPORT; CARL GEHRICKE ASKED WHAT PERCENTAGE EMPLOYEES PAY AND WHAT PERCENTAGE THE CITY PAYS; MAYOR PRO TEM ASKED WHO THIS WILL AFFECT; MAYOR GRIMES IS GLAD THE CITY IS BEING PROACTIVE ON THIS ISSUE; ADOPTED RESOLUTION NO. 30-12 AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF TEHACHAPI; INTRODUCED ORDINANCE NO. 12-01-709 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**

Adopted Res. No. 30-12 Of An Amendment To The Contract Between The Board Of Administration Of The California Public Employees' Retirement System & The City Council Of C.O.T.; Introduced Ord. No. 12-01-709 Of The City Council Of C.O.T. Authorizing An Amendment To The Contract Between C.O.T. & The Board Of Administration Of The California Public Employees' Retirement System
 Wi/Sm Motion Carried
 Ab: Ni

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

Gave Report

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wiggins spoke about Tehachapi's good reputation.
2. Mayor Pro Tem spoke about new Edison Regional Manager and lighting in Tehachapi.
3. Councilmember Vachon asked about City getting a key to thermostat box at Beekay Theater.
4. Mayor Grimes commented on Historic Downtown Area being one of the 13 finalists for the "Prettiest Painted Places in California" contest. Also commented on Public Safety Policy Committee meeting he attended.

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).

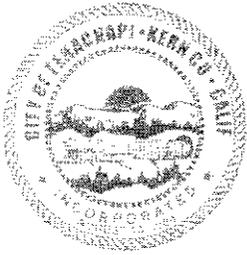
ADJOURNMENT

The City Council/Boards adjourned at 8:20 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, October 1, 2012, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 1st day
Of October, 2012.

ED GRIMES
Mayor, City of Tehachapi



COUNCIL REPORTS

AGENDA SECTION: CITY CLERK

MEETING DATE: OCTOBER 1, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: SEPTEMBER 27, 2012

SUBJECT: TEHACHAPI HIGH SCHOOL HOMECOMING PARADE EVENT APPLICATION

APPLICANT AND ORGANIZATION

Tehachapi High School, Tehachapi Unified School District

EVENT DESCRIPTION

The Homecoming Parade will depart the High School Campus at approximately 11:00 am on Friday, October 19, 2012, and proceed down Dennison Road to Anita Drive; turn left onto Anita Drive; turn left onto Snyder Avenue; and left onto Valley Boulevard. The parade will end back at the high school at approximately noon.

APPLICANT REQUESTS

- Closure of Dennison Road from the High School to Anita Drive
- Closure of Anita Drive from Dennison Road to Snyder Avenue
- Closure of Snyder Avenue from Anita Drive to Tehachapi Boulevard
- Closure of Valley Boulevard from Snyder Avenue to Dennison Road
- Street Barricades from Public Works Department to facilitate street closures

STAFF CONDITIONS

There are no conditions for this event.

RECOMMENDATION

APPROVE THE SPECIAL USE APPLICATION FOR THS HOMECOMING PARADE AND ASSOCIATED STREET CLOSURES.

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



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

SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Unified School District (Tehachapi High School)

Event Contact Amy Watkins (Director of Student Activities, Tehachapi High School) Phone Number +1 (661) 203-3889

Address 801 South Dennison Rd

City Tehachapi State CA Zip Code 93561

E-mail Address amywatkins@teh.k12.ca.us

Event Name THS Homecoming Parade

Event Location Tehachapi (Streets of Dennison, Anita, Snyder and Tucker)

Event Date(s) October 19, 2012 Event Time(s) 11:00 am-12:00 pm

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

The Homecoming Parade consists of floats pulled by pick-up trucks and students walking beside or riding on the floats, in the backs of pick-up trucks. The parade will depart the Tehachapi High School campus at approximately 11:00 am on Friday October 19, 2012 and proceed down Dennison Rd to Anita; turn left onto Anita; turn left onto Snyder Ave, and left onto Valley extension. The parade will end back at the high school at approximately 12:00

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

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

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name THS Homecoming Parade

Event Date(s) October 19, 2012

Please Describe How The Following Will Be Accomplished:

Street Barricades Just past THS on Dennison, at Dennison and Anita, Anita and Snyder, and Snyder and Valley.

Traffic Control School Personnel, Tehachapi Police Department

Crowd Control School personnel

Utility Services: Water, Sewer, Electric _____

Lights _____

Dust Control _____

Site Clean-up & Maintenance _____

Security _____

Site Facilities _____

Health Dept. _____

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

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

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

Applicant Signature

[Handwritten Signature]

Date

8/22/2012

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

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

Notes _____

GENERAL REGULATIONS

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

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

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

FEE AND DEPOSIT SCHEDULE

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

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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

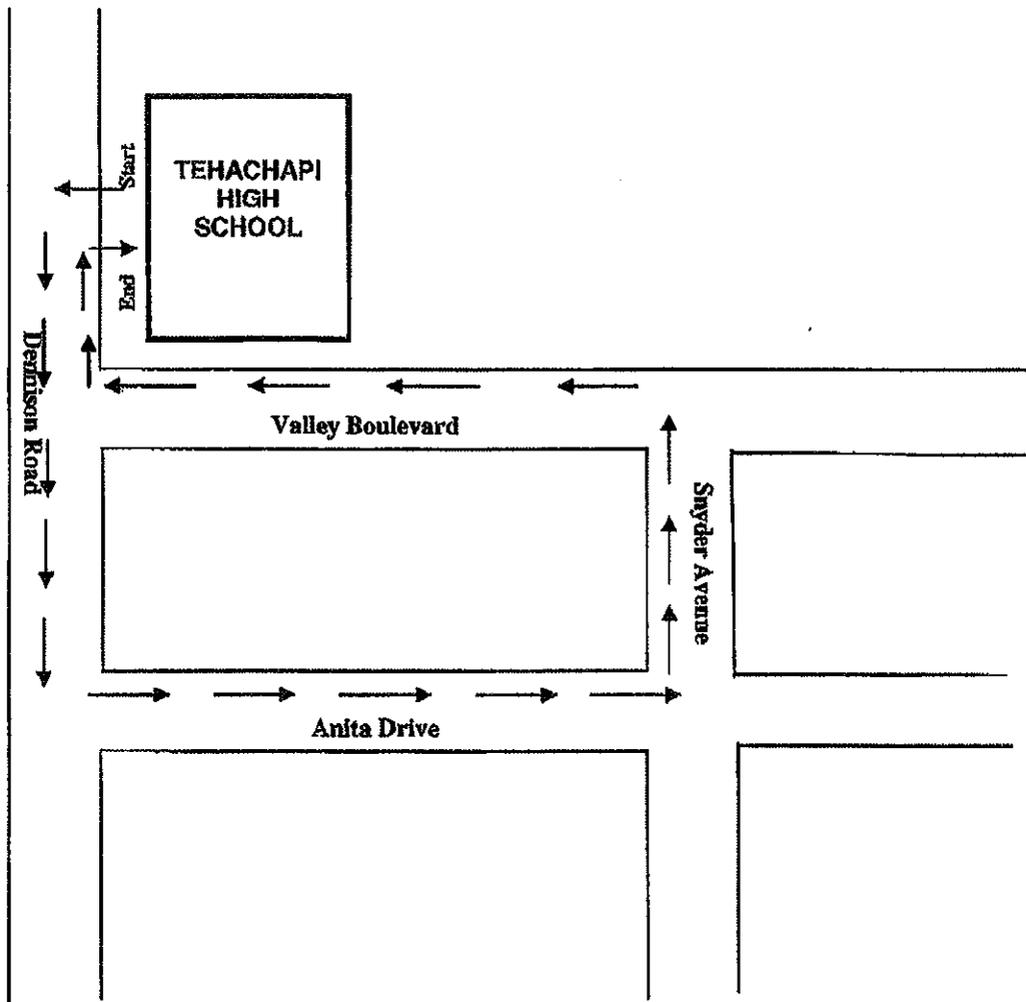


Applicant Signature
8/22/2012

Date



TEHACHAPI HIGH SCHOOL'S HOMECOMING PARADE ROUTE



ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2012

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

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

PRODUCER Self Insured Schools of CA PO Box 1847 Bakersfield, CA 93303-1847	CONTACT NAME: PHONE (A/C, No. Ext): 661.636.4495 FAX (A/C, No.): 661.636.4418 EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Self Insured Schools of CA SISC II 1300 17th Street PO Box 1847 Bakersfield, CA 93303-1847 Tehachapi Unified School District	INSURER A: Self Insured Schools of Calif.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 Tehachapi **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			SLP 7112 13	07/01/2012	07/01/2013	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SAP 7112 13 \$1,000 DEDUCTIBLE ACV COMP/COLL	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC 7112 13	07/01/2012	07/01/2013	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	BLANKET BUILDINGS & PERSONAL PROPERTY			SPP 7112 13	07/01/2012	07/01/2013	BLANKET LIMIT \$250,000 \$2,500 DEDUCTIBLE

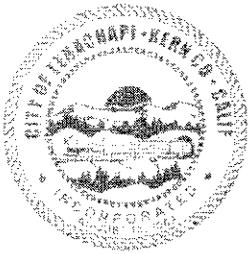
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*Use of facilities/public streets during Tehachapi High School Homecoming Parade, for which the City of Tehachapi, its officers, councilpersons, commissioners, employees and agents are named as additional insured. Tehachapi Unified School District's insurance is primary and the City of Tehachapi's insurance will be non-contributory for this event.

CERTIFICATE HOLDER

CANCELLATION

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

AGENDA SECTION: CITY CLERK

MEETING DATE: OCTOBER 1, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: SEPTEMBER 27, 2012

SUBJECT: TRUNK OR TREAT SPECIAL EVENT APPLICATION

APPLICANT AND ORGANIZATION

Laura Jenkins, Main Street Tehachapi

EVENT DESCRIPTION

Trunk or Treat will be held on October 31, 2012 from 6:00 pm – 8:00 pm on Green Street and F Street in downtown Tehachapi. This event is open to the public.

APPLICANT REQUESTS

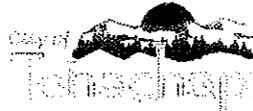
- Closure of F Street from Curry Street to Robinson Street
- Closure of Green Street from Tehachapi Boulevard to E Street
- Street Barricades from Public Works Department

STAFF CONDITIONS

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

RECOMMENDATION

APPROVE THE TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS.



SPECIAL USE/EVENT APPLICATION

Organization Main Street Tehachapi

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

Address P.O. Box 830

City Tehachapi State CA Zip Code 93581

E-mail Address Laura@mainstreettehachapi.org

Event Name Trunk or Treat

Event Location Green Street E Street

Event Date(s) October 31, 2012 Event Time(s) 6:00-8:00pm

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

from Tehachapi to E St.

For this event I will need Green Street and ^E Street closed completely. If possible I would like signs put up the night before.

from Robinson to Curry

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

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

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name Trunk or Treat

Event Date(s) October 31, 2012

Please Describe How The Following Will Be Accomplished:

Street Barricades Yes On Green Street and E Street

Traffic Control None

Crowd Control Volunteers from the police department

Utility Services: Water, Sewer, Electric Provided by the City

Lights Provided by the City

Dust Control None

Site Clean-up & Maintenance Main Street Tehachapi

Security Tehachapi Police Department

Site Facilities City of Tehachapi

Health Dept. _____

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

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

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

Applicant Signature *Sandra Jensen*

Date 1/17/12

Office Use Only

Insurance Certificate List Of Vendors Meeting

Deposit Plot Plan Date _____

Time _____

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

Notes _____

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

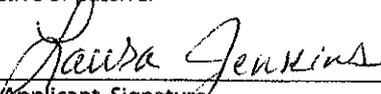
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

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

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

INDEMNIFICATION

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



Applicant Signature
Date 1/17/12

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 9/26/2012 - 1:40 PM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0027	Atco International	
IO353955		Strts\Vandex (A/15)	270.27
IO353955 UT		Use Tax	-18.27
IO354516		Swr\Expanda Foam (A/12)	206.40
IO354516 UT		Use Tax	-13.95
			444.45
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories, Inc.	
B128585		Wtr\Curry Resv water samples	15.00
B129307		Wtr\Mojave & Pinon Wells water samples	50.00
B129307-1		Wtr\Oakwood Brentwood Tanglewood wtr samp	36.00
B129411		Swr\Influent & Effluent water samples	255.00
B129510		Wtr\Dennison & Mojave Wells water samples	30.00
B129700		Wtr\Dennison & Mojave Wells water samples	30.00
B129702		Wtr\Curry Resv water samples	15.00
B129784		Wtr\Minton Well & Highline Resv water sample	50.00
B129784-1		Wtr\Cyn Dr W West D St & E I St water samples	36.00
B129803		Swr\Influent & Effluent water samples	255.00
B129963		Wtr\Curry Resv water samples	15.00
			787.00
Check No:	0	Check Date:	
Vendor:	0041	Benz Propane Company, Inc.	
238182807		Strts\yard bottles	39.82
			39.82
Check No:	0	Check Date:	
Vendor:	0061	BSK Associates	
0064684		CD\Prof Svcs Aug 2012 re the Barn	495.00
			495.00
Check No:	0	Check Date:	
Vendor:	0101	Central San Joaquin Valley RMA	
2013-0149-1		Workers Comp-Gen Gov	1,580.19
2013-0149-10		Workers Comp - City Clerk	58.53
2013-0149-11		Workers Comp - Treasurer	25.08
2013-0149-12		Workers Comp - Streets	1,496.58
2013-0149-13		Workers Comp - Refuse	200.66
2013-0149-14		Workers Comp - Water Distr.	6,847.50
2013-0149-15		Workers Comp - WWTP	4,748.93
2013-0149-16		Workers Comp - Transit	58.53
2013-0149-17		Workers Comp - Airport	2,441.35
2013-0149-18		Pooled Liab - Gen Gov	15,810.63
2013-0149-19		Pooled Liab - Finance	257.71
2013-0149-2		Workers Comp-Finance	204.84

2013-0149-20	Pooled Liab - Police	1,288.54
2013-0149-21	Pooled Liab - Treasurer	117.32
2013-0149-22	Pooled Liab - Water	878.90
2013-0149-23	Pooled Liab - Sewer	878.90
2013-0149-3	Workers Comp - PW	2,608.57
2013-0149-4	Workers Comp - Landscape	819.36
2013-0149-5	Workers Comp - Construction	2,968.08
2013-0149-6	Workers Comp - Comm Dev.	1,383.72
2013-0149-7	Workers Comp - IT	234.10
2013-0149-8	Workers Comp - Police	15,994.21
2013-0149-9	Workers Comp - Council	133.77

61,036.00

Check No:	0	Check Date:	
Vendor:	0155	FedEx	
259815000050		CD\Ground shipping	5.87
798788327099		CD\Express shipping	15.02
798850352504		GG\Express shipping	22.55
798995071267		CD\Express shipping	25.09

68.53

Check No:	0	Check Date:	
Vendor:	0216	Judicial Data Systems Corporation	
3287		GG\parking citation activity Aug 2012	100.00

100.00

Check No:	0	Check Date:	
Vendor:	0218	Jim's Supply Company, Inc.	
524164		Rodeo Grds\poly rope	8.58

8.58

Check No:	0	Check Date:	
Vendor:	0241	Kern Bros. Trucking, Inc.	
61419		Wtr\p/s	616.69
61420		Wtr\#2 base	589.88

1,206.57

Check No:	0	Check Date:	
Vendor:	0263	Lebeau, Thelen, LLP	
15		GG\Legal Svcs - Walmart	2,904.60
18		GG\Legal Svcs - Broome Ranch settlement	114.00

3,018.60

Check No:	0	Check Date:	
Vendor:	0300	Mission Linen & Uniform Service	
140118478		Swr\mats & service charge	13.20
140119689		PW\linen maintenance	77.63
140119690		Swr\mats & service charge	13.20
140122107		PW\linen maintenance	77.63
140122108		Swr\mat service charge	13.20

194.86

Check No:	0	Check Date:	
Vendor:	0304	Mojave Sanitation	
2062449		Swr\800 Enterprise storage container	83.72

83.72

Check No:	0	Check Date:		
Vendor:	0362	RSI Petroleum Products		
0038895		PW\fuel		1,194.37
0255492		PW\fuel		1,914.84
0255862		PW\diesel fuel		627.40
				<hr/>
				3,736.61
Check No:	0	Check Date:		
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law		
09252012		Air\Legal svcs 8-28-12 thru 9-24-12		132.00
09252012-1		Refuse\Legal svcs 8-28-12 thru 9-24-12		1,200.00
09252012-2		GG\Legal svcs 8-28-12 thru 9-24-12		60.00
09252012-3		Wtr\Legal svcs 8-28-12 thru 9-24-12		12.00
09252012-4		GG\Legal svcs 8-28-12 thru 9-24-12		3,480.00
09252012-5		PERSM1 Contribution Sept 2012		-95.01
				<hr/>
				4,788.99
Check No:	0	Check Date:		
Vendor:	0424	Greater Tehachapi Chamber of Commerce		
6335		GG\Monthly Chamber Luncheon - Sept		15.00
				<hr/>
				15.00
Check No:	0	Check Date:		
Vendor:	0441	Vulcan Materials Company		
145263		Davis St Sidewalks\concrete ultra fibers		1,262.58
148489		Wtr\concrete & fees		211.12
152593		Davis St Sidewalks\concrete ultra fibers		1,022.02
				<hr/>
				2,495.72
Check No:	0	Check Date:		
Vendor:	0446	Tehachapi Unified School Dist.		
13-01-1109		GG\Coy Burnett Stadium use of facility July 3-5		840.00
				<hr/>
				840.00
Check No:	0	Check Date:		
Vendor:	0450	USA Bluebook		
744350		Swr\self-sticking legends		72.09
				<hr/>
				72.09
Check No:	0	Check Date:		
Vendor:	0476	WITTS Everything for the Office		
124255-0		PD\trash can liners		98.65
124283-0		GG\binder clips tape shredder lubricant		31.79
124312-0		CD\HP940XL Office Jet black ink		38.60
124331-0		GG\calculator batteries pens paper binders		88.79
124397-0		Fin\Custom Received Stamp		78.24
583189-0		Air\fuel clipboard & waterproof inkjet paper		25.33
				<hr/>
				361.40
Check No:	0	Check Date:		
Vendor:	0478	Zee Medical Service		
613859		PW\medical supplies		167.85
613860		Wtr\medical supplies		194.55
613862		PD\medical supplies		88.80
				<hr/>
				451.20
Check No:	0	Check Date:		

Vendor:	0490	Crenshaw Traffic Engineering	
12-004		GG\Review Dennison Rd. & prepare report	375.00
			<hr/>
			375.00
Check No:	0	Check Date:	
Vendor:	0498	Interstate Battery System	
22237478		PW\batteries	227.26
			<hr/>
			227.26
Check No:	0	Check Date:	
Vendor:	0509	Safety-Kleen Systems, Inc.	
58630639		PW\parts washer - solvent fees	311.91
			<hr/>
			311.91
Check No:	0	Check Date:	
Vendor:	0525	All American Tire & Service Center LLC.	
34698		Wtr\rotate & balance tires	40.00
			<hr/>
			40.00
Check No:	0	Check Date:	
Vendor:	0543	BSE Rents	
926841		Wtr\concrete mixer rental	23.38
			<hr/>
			23.38
Check No:	0	Check Date:	
Vendor:	0689	Pioneer True Value Home Center	
61294		WWTP\primer pvc cement	33.93
			<hr/>
			33.93
Check No:	0	Check Date:	
Vendor:	0842	Kern County Roads Department	
07012012		Dial-a-Ride\Operation costs July 2012	10,397.44
07012012-1		Dial-a-Ride\Less farebox rev July 2012	-369.01
			<hr/>
			10,028.43
Check No:	0	Check Date:	
Vendor:	0972	The Tire Store	
72914		Wtr\tires	720.00
			<hr/>
			720.00
Check No:	0	Check Date:	
Vendor:	1055	Mercury Graphics	
4226		PD\Business cards - Stacy Arebalo	56.84
4227		GG\City Limits & Purple Heart City signs	3,910.34
4229		PD\TE23 & TE24 custom vinyl logos roof #'s	1,651.65
4230		GG\Full color new brand envelopes	680.78
4231		GG\Repair pop up banner	37.54
4234		GG\2 color perforated door hangers & envelopes	186.08
			<hr/>
			6,523.23
Check No:	0	Check Date:	
Vendor:	1143	Eppico Industrial Supply	
202510		Wtr\Inverted spray paint - white	317.72
			<hr/>
			317.72
Check No:	0	Check Date:	
Vendor:	1229	Eastern Kern County Air Pollution Control Distr	

			Check Amount
09062012		PW\Fee Analysis & Authority to app fee	348.40
			348.40
Check No:	0	Check Date:	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
26946		GG\embroider logo on shirts & jackets enlarge l	281.53
			281.53
Check No:	0	Check Date:	
Vendor:	1313	Certified Laboratories	
837064		Swr\bath tissue	99.84
			99.84
Check No:	0	Check Date:	
Vendor:	1413	Kern Turf Supply, Inc.	
313629		WWTP\sprinklers	1,596.82
			1,596.82
Check No:	0	Check Date:	
Vendor:	1441	Grainger	
9915492624		Swr\digital clock & wireless thermometer	84.13
9920010783 CR		Swr\credit - wireless thermometer	-34.32
			49.81
Check No:	0	Check Date:	
Vendor:	1442	FLEX ONE AFLAC	
497217ER		GG\Admin fees 9-1-12 to 9-30-12	50.00
			50.00
Check No:	0	Check Date:	
Vendor:	1495	Ace Industrial Supply	
1204334		Swr\BM09 package	573.00
			573.00
Check No:	0	Check Date:	
Vendor:	1506	San Joaquin Safety Shoes	
58621		Wtr\Boots - AGamble	188.75
58683		Wtr\Boots - TMacias	188.75
			377.50
Check No:	0	Check Date:	
Vendor:	1794	Daniels Tire Store	
240071834		Wtr\service call labor tire & hardware	569.71
			569.71
Check No:	0	Check Date:	
Vendor:	1801	HD Supply Waterworks, LTD	
5299198		Wtr\3 flg hp turbine usg meter	1,045.69
5299198-1		Wtr\pvc pipes bolt & nut kit rings gaskets	81.08
5389654		Wtr\brass items	221.11
5406673		Wtr\angle meter valve w/lw & chk low lead	754.18
			2,102.06
Check No:	0	Check Date:	
Vendor:	1865	Kern EDC	
5130		CD\publ semi annual inv 7/2012-12/2012	7,500.00

			Check Amount
			7,500.00
Check No:	0	Check Date:	
Vendor:	1866	Bear Valley CSD	
10012012		PD\October Dispatch Service	33,697.09
			33,697.09
Check No:	0	Check Date:	
Vendor:	1869	State Water Resources Control Board	
09172012		Swr\WMisiura Grade II WWTP operator cert	130.00
			130.00
Check No:	0	Check Date:	
Vendor:	1947	Tehachapi Lawn and Garden	
0074		PW\oil cap for husky saw	8.57
0075		PW\spark plug	10.49
0076		PW\cement mixer repair check	56.25
			75.31
Check No:	0	Check Date:	
Vendor:	1982	SSD Systems	
976213-A		GG\Alarm monitoring 115 S Robinson	33.00
976213-A-1		Air\Alarm monitoring 314 N Hayes	33.00
976213-A-2		Wtr\Alarm monitoring 100 Commercial Way	33.00
976213-A-3		GG\Alarm monitoring 108 Pinon St	33.00
976213-A-4		PW\Alarm monitoring 800 Enterprise Way	30.00
976213-A-5		Air\Phone Line Backup 314 N Hayes	22.00
			184.00
Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
751346		Depot\hose & hose ends	73.20
751478		PW\connector	11.79
752690		PW\u-joint	39.66
752850		PW\return u-joint\credit	-8.58
752858		PW\u-joint	20.90
752866		PW\multi-purpose lamp	34.30
753001		Landscape\battery	158.18
753354		Wtr\air compressor	41.44
754382		Wtr\white mp grs cart	19.27
			390.16
Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
SEP3225		GG\Monthly water cooler rental for Sept	26.95
			26.95
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1208046		Wtr\Argo-Chlor Sol	578.27
1209025		Wtr\Argo-Chlor Sol	1,051.40
			1,629.67
Check No:	0	Check Date:	
Vendor:	2459	CSG Systems, Inc.	
713423		Refuse\Printing	103.47
713423-1		Wtr\Printing	258.70

			Check Amount
713423-2	Swr\Printing		155.22
713423-3	Refuse\Postage		197.12
713423-4	Wtr\Postage		492.83
713423-5	Swr\Postage		295.70
713423-6	GG\supplies & shipping		25.26
			1,528.30
Check No:	0	Check Date:	
Vendor:	2463	International Code Council, Inc.	
2914011		CD\Governmental Member Dues	125.00
			125.00
Check No:	0	Check Date:	
Vendor:	2562	Wyatt J. Misiura	
09172012		Swr\mileage & meal reimbursement	59.55
			59.55
Check No:	0	Check Date:	
Vendor:	2676	USPS-Hasler	
09122012		GG\postage	1,000.00
			1,000.00
Check No:	0	Check Date:	
Vendor:	2731	Kern Chief Law Enforcement Officers' Assoc	
131		PD\2012-2013 Annual Membership Dues	100.00
			100.00
Check No:	0	Check Date:	
Vendor:	2874	Department of Justice, Accounting Office	
929996		PD\Fingerprint Apps & FBI	177.00
			177.00
Check No:	0	Check Date:	
Vendor:	2892	Mountain Maintenance Group, Inc.	
4469		GG\cleaning 9/17 - 20 24 - 27	480.00
4469-1		PD\cleaning 9/16 - 20 23 - 27	600.00
4470		Air\cleaning 9/20 & 27	150.00
4471		Depot\cleaning 9/13 - 17 & 20 - 24	500.00
			1,730.00
Check No:	0	Check Date:	
Vendor:	2902	Sim Sanitation, Inc	
23640		Air\Septic pumping	290.00
23727		Air\Monthly std & handicap rental	82.00
			372.00
Check No:	0	Check Date:	
Vendor:	2914	CivicPlus	
101487		GG\Oct monthly fee for hosting & support	648.93
			648.93
Check No:	0	Check Date:	
Vendor:	2978	Andy Gump, Inc	
119615		Sump Maint\chain link fence & gate rental	88.80
			88.80
Check No:	0	Check Date:	

Vendor:	3052	Emergency Communications Network West LLC	
09172012		PD\CodeRed Svc Agr 11/3/12 - 11/2/13	7,500.00
			<hr/>
			7,500.00
Check No:	0	Check Date:	
Vendor:	3066	AECOM Technical Services, Inc.	
37266146		Teh Police Dept Schematic Design & Dev	36,838.36
			<hr/>
			36,838.36
Check No:	0	Check Date:	
Vendor:	3264	Trader Bo's Western & Work Wear	
1164		PW\workboots JMcDonald	182.31
			<hr/>
			182.31
Check No:	0	Check Date:	
Vendor:	3281	Statewide Safety & Signs, Inc.	
1621/D		Wtr\white & blue survey marking paint	207.46
			<hr/>
			207.46
Check No:	0	Check Date:	
Vendor:	3355	Got Weeds?	
199		PW\spray tumble weed roadside labor & materia	1,200.00
			<hr/>
			1,200.00
Check No:	0	Check Date:	
Vendor:	3415	W.M. Lyles Company	
09202012		Refund of Hydrant Meter deposit	1,000.00
			<hr/>
			1,000.00
Check No:	0	Check Date:	
Vendor:	3515	The Tower Company	
7470		Air\Hatch & Cover	291.69
7470-1		Use Tax	-17.69
			<hr/>
			274.00
			<hr/>
		Date Totals:	201,558.56
			<hr/>
		Report Total:	201,558.56
			<hr/>
			<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 9/18/2012 - 3:55 PM



			Check Amount
Check No:	36664	Check Date: 09/18/2012	
Vendor:	1851	AT&T	
09012012		GG\Natl white page acct	11.77
			11.77
Check No:	36665	Check Date: 09/18/2012	
Vendor:	2963	AT&T	
3673220		GG\CH Line 1	521.48
3673222		Swr\Sewer Lift Station	16.19
3673223		GG\CH Fax	60.90
3673224		Air\AWOS	15.88
3673225		PW\DSL Fax	31.47
3673226		Air\Fuel System	16.19
3673743		GG\Pinon Fax	15.88
3674020		PD\Breathalyzer Machine	16.19
3674086		Depot phone	47.79
			741.97
Check No:	36666	Check Date: 09/18/2012	
Vendor:	3274	Bright House Networks	
09022012		GG\Internet Services 9-11-12 - 10-10-12	144.52
			144.52
Check No:	36667	Check Date: 09/18/2012	
Vendor:	1739	Chevron & Texaco Business Card Services	
35647419		PD\fuel	5,215.07
35647419-1		GG\fuel	460.70
			5,675.77
Check No:	36668	Check Date: 09/18/2012	
Vendor:	2914	CivicPlus	
100521		GG\Monthly fee for Hosting & Support	648.93
			648.93
Check No:	36669	Check Date: 09/18/2012	
Vendor:	2052	Thomas G. Garrett	
09182012		GG\Assoc of CA Airports So Lake Tahoe	21.44
			21.44
Check No:	36670	Check Date: 09/18/2012	
Vendor:	1822	Ed Grimes	
09172012		Council\attend EKAPCD meeting	34.64
			34.64
Check No:	36671	Check Date: 09/18/2012	
Vendor:	0842	Kern County Roads Department	
06302012		Dial-A-Ride June 2012	9,175.62

Check No:	36672	Check Date:	09/18/2012	9,175.62
Vendor:	0304	Mojave Sanitation		
2066340		PW\Valley Blvd rolloff service & gate fees		797.20
2066585		Davis St Sidewalks\trailer gate fees		1,407.40
				2,204.60
Check No:	36673	Check Date:	09/18/2012	
Vendor:	0372	Southern California Edison		
09052012		Strts\Mill St s/o E St		10.85
09052012-1		Strts\Highline & Curry		15.67
09052012-10		Strts\TR 2995 Oakwood & Valley		7,551.73
09052012-11		Swr\Teh Blvd Swr Lift Station		147.45
09052012-12		Strts\Tehachapi & Tucker		47.00
09052012-13		Strts\Valley Bl w/o Dennison		380.33
09052012-14		Strts\Goodrick Dr e/o Dennison		190.15
09052012-15		Strts\Dennison & Brett Ave		41.48
09052012-16		Strts\800 S Curry St		30.57
09052012-17		Strts\Teh Blvd & Dennison		12.05
09052012-18		Strts\710 W Teh Blvd		156.41
09052012-19		Strts\Tucker & Valley		123.01
09052012-2		LLD\180 Valley		23.97
09052012-20		Strts\326 E D St		19.32
09052012-21		Strts\303 E Ave D		14.95
09052012-22		LLD\Teh Blvd & Bailey Ave		75.68
09052012-23		Strts\Curry s/o Pinon St		13.78
09052012-24		LLD\311 Sutter St		23.97
09052012-25		LLD\501 1/2 Pinon		25.83
09052012-26		LLD\115 Manzanita Ln		25.46
09052012-3		Strts\F St e/o Mulberry		173.37
09052012-4		Strts\Mill & J St		103.72
09052012-5		Strts\TR 45361 Mulberry AP		54.06
09052012-6		Strts\Mill & J St		69.11
09052012-7		Strts\Tucker Rd & Hwy 202		164.86
09052012-8		Strts\100 W Tehachapi Blvd #B		139.81
09052012-9		Strts\101 W F St		236.74
09062012		LLD\409 Bailey Ct		143.91
09062012-1		Swr\755 Steuber Well		967.02
09062012-10		LLD\1000 Cyn Dr W		24.33
09062012-11		Wtr\Whit Oak extnd E Curry (billing adj)		0.50
09062012-12		Wtr\Whit Oak extnd E Curry		1,546.06
09062012-13		Wtr\129 Brentwood Dr (billing adj)		0.71
09062012-14		Wtr\129 Brentwood Dr		3,387.88
09062012-2		Strts\1300 Goodrick Dr #Z		23.78
09062012-3		Strts\Mulberry & Brentwood		72.44
09062012-4		LLD\Dennison & Pinon St		1,187.34
09062012-5		LLD\Manzanite & Green		267.47
09062012-6		LLD\Mill St & D St		72.62
09062012-7		LLD\1199 Cyn Dr E		24.33
09062012-8		LLD\1200 S Dennison		24.33
09062012-9		LLD\1202 S Dennison		25.84
09072012		Wtr\NW cor Anita-Dennison (billing adj)		0.53
09072012-1		Wtr\NW cor Anita-Dennison		3,577.17
09072012-2		LLD\115 Manzanita St		26.40
09072012-3		LLD\209 E Highline Rd Ped		23.03
09082012		Wtr\126 S Snyder Ave		126.47
09142012		Strts\800 S Curry St #A		41.06

Check No:	36674	Check Date:	09/18/2012	21,434.55
Vendor:	1064	State of California Secretary of State		
09172012		GG\Filing fee Stmt of Info Teh City Fin Corp		20.00
				20.00
Check No:	36675	Check Date:	09/18/2012	
Vendor:	3011	Verizon Wireless		
1115412912		PD\Mobile Broadband		436.81
				436.81
Check No:	36676	Check Date:	09/18/2012	
Vendor:	2717	Wondries Fleet Group		
27377773		PD\2011 Ford CV TE23\SLESF Grant		24,904.08
27377774		PD\2011 Ford CV TE24\SLESF Grant		24,904.08
				49,808.16
		Date Totals:		90,358.78
		Report Total:		90,358.78

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 9/19/2012 - 11:49 AM



			Check Amount
Check No:	36677	Check Date: 09/19/2012	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
26818		Blattner Energy donation/PD Softball Jerseys	220.36
			<hr/> 220.36
		Date Totals:	<hr/> 220.36
			<hr/> <hr/> 220.36
		Report Total:	<hr/> <hr/> 220.36

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 9/19/2012 - 3:14 PM



Check Amount

Check No:	Check Date:	Check Amount
36678	09/19/2012	
2695	Home Depot Credit Services	
0010111	Rodeo Grds\carriage bolt zinc punched flat	15.81
0010155	Rodeo Grds\drive socket set fence post mix	59.13
0012394	Swr\rubber leg tips	18.79
0012504	Swr\plastic ribbed anchors	8.08
0012512	WWTP\thread sealant	7.80
0590111	Air\Copper battery clamps	3.53
0990252	WWTP\primer solvent pvc cement	53.70
0990292	WWTP\pvc tees adapters elbows bushings	51.98
0993916	Rodeo Grds\bolts & hooks	37.60
0993926	Swr\ratcheting handle set	21.42
0993948	PD\tire & tube sealant	11.77
0994041	Air\flex qwik cap	4.62
0994049	Swr\hose adapter & coupling	8.08
0994089	PW\shovel & handle	20.30
1011058	Wtr\gal pipe	15.64
1011129	PW\rebar tie wire	4.29
1027527	Swr\hose nails steel wool	66.41
1027579	PD\toilet	201.63
1027619	Air\water meter key pipe tape	25.69
1131677	Swr\trenching shovel	28.93
1132749	Air\paint brushes buckets briquets sprinkler	136.53
1996166	Wtr\blue shop towels	4.68
2010979	Wtr\stretch wrap	32.10
2013466	Wtr\sakrete concrete mix	94.21
2013468	Wtr\pallet fee	16.09
2013519	WWTP\pvc solvent cement couplings & adapter	25.20
2020744	Rodeo Grds\Cable ties	14.45
2020825	Wtr\elbows boiler drain bushings couplings	53.72
2023338	Air\wasp & hornet spray safety vests soap pvc ca	69.71
2132665	WWTP\zinc sprinkler w/step spike	21.42
22319	Air\steel cable w/locks	143.91
2991623	Wtr\brass pipe plug nipple & reducer	13.44
2991667	Air\cable ties caps adapters	31.79
2991669	Wtr\pvc ball valves & adapters	20.36
3010771	Air\sakrete concrete mix	13.11
3010773	Air\hose bibs	29.12
3020668	Wtr\carb gas can	12.85
3995627	Air\bucket galv nipple garden valve adapter pipe	56.53
3995665	Swr\paint padlock w/key	94.27
3995671	Wtr\PVC Pipe	2.31
4010711	Rodeo Grds\woven roller 2pk	5.33
4010725	Rodeo Grds\10 keep out signs	10.40
4011862	Construction\adapter	10.38
4011904	PW\pliers & cover	23.71
4101545	Wtr\contractor bags	49.27
4111807	Construction\adapter returned	-10.38

4132409	WWTP\pine cone hose guide	24.87
4133523	Wtr\broom & shovel	52.50
4574040	Swr\cleaner & brushes	41.74
5011755	WWTP\pro white marking spray	34.83
5133397	Const\trenching shovels	56.11
5584441	Swr\batteries magnetic drive guide studsensor	33.15
5584445	Air\HDMI cord	33.63
6011568	City Parks\chamber fence post hinge	9.07
6011574	WWTP\Dewalt 100' long tape	41.55
6011598	WWTP\pro white marking spray	34.83
6011608	City Parks\chamber fence post mix	11.82
6011626	City Parks\chamber fence post mix	4.80
7010481	Air\drinking fountains & hose bib materials	224.57
7011458	Wtr\outlet surge cords mounting tape	64.25
7011536	Wtr\grade stakes	34.19
7012882	PW\blower parts	6.08
7012963	PW\mounting tape & velcro squares	10.62
7013029	WWTP\2x4 3/4 BC	34.85
7134278	PW\heavy duty garden hose	16.59
7134280	Landscape\hose repair	7.44
7994850	Air\sakrete concrete mix	16.21
7994860	Air\sakrete concrete mix	16.55
8010407	PW\dualflush toilet	105.11
8012850	WWTP\pvc ball valves & adapters	53.97
8020005	PW\dap kitchen & bath crystal clear	8.02
8022532	Air\drill bit	18.51
8131945	Wtr\industrial hose	96.46
8573314	Air\ac filters	3.17
8574493	Air\septic repair	43.08
8994469	PW\gasket ss flange repair ring	12.22
8994529	Swr\nozzle coil sleeve nut tray set & liner hose r	94.15
9010172	Air\pipe cement coupling tee	119.00
9010186	Air\abs cap hub & adapter	23.62
9010217	Strts\ridgid extension cord	76.10
9010219	Swr\paint trim tray bucket putty knife brush	48.48
9010223	Air\flex coupling	8.55
9010227	Rodeo Grds\T-post clips	2.04
9012602	PW\8oz TSL	9.62
9012610	WWTP\pvc cutting tool primer couplings	26.57
9012626	WWTP\stakes	16.58
9012713	WWTP\washers hex nuts & bolts plywood	37.92
9110905	Air\return abs adapter	-9.62
9563364	Rodeo Grds\bucket rags cheesecloth coverall	36.45
9564516	WWTP\pvc el45	5.80
9584701	Swr\batteries	11.78
9994247	PW\toilet repair kit & wax bowl gasket	27.30
9994362	Swr\odorless mineral spirits	80.00

3,404.84

Date Totals:

3,404.84

Report Total:

3,404.84

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 9/20/2012 - 1:21 PM



			Check Amount
Check No:	36679	Check Date: 09/20/2012	
Vendor:	2963	AT&T	
3663074		Wtr\Fax	47.07
3664746		Swr\Telemetry Sys	16.16
			63.23
Check No:	36680	Check Date: 09/20/2012	
Vendor:	1794	Daniels Tire Store	
240071732		PW\service call labor tires & hardware	881.82
			881.82
Check No:	36681	Check Date: 09/20/2012	
Vendor:	2113	Fuel Controls, Inc.	
75540		Air\Fuel	23,052.00
			23,052.00
Check No:	36682	Check Date: 09/20/2012	
Vendor:	0395	The Gas Company	
09112012		GG\200 W Tehachapi Blvd	16.57
09112012-1		PD\129 E F St	21.01
09112012-2		Wtr\100 Commerical Way	14.79
09112012-3		Air\409 Bryan St	21.01
			73.38
Check No:	36683	Check Date: 09/20/2012	
Vendor:	0260	Liebert Cassidy Whitmore	
09192012		Fin\Healthcare Reform Webinar CCopus 10/16/1	55.00
			55.00
Check No:	36684	Check Date: 09/20/2012	
Vendor:	3514	Links For Life	
09182012		GG\Pink Ribbon Pin Purchase (25)	50.00
			50.00
Check No:	36685	Check Date: 09/20/2012	
Vendor:	1503	Southern California Edison Co.	
127740		New UG to new XFMR serve pump station	499.76
127886		New svc for LS-3 Pedestal	2,646.05
			3,145.81
Date Totals:			27,321.24
Report Total:			27,321.24

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 9/25/2012 - 12:07 PM



			Check Amount
Check No:	36686	Check Date: 09/25/2012	
Vendor:	2963	AT&T	
3673221		Swr\WWTP Office	352.55
3673229		Swr\SCADA	76.18
3683141		PD\TI Line	304.87
3695532		PD\Subscriber Access Line	178.43
			912.03
Check No:	36687	Check Date: 09/25/2012	
Vendor:	2230	CDPH-OCP	
09202012		Wtr Operator Renewal Fees (Curry)	90.00
			90.00
Check No:	36688	Check Date: 09/25/2012	
Vendor:	0395	The Gas Company	
09172012		GG\108 Pinon St	20.07
			20.07
Check No:	36689	Check Date: 09/25/2012	
Vendor:	2810	Annette Henning	
08152012		PD\Attend Seminar lunch	15.00
08152012-1		PD\Attend Seminar mileage	47.53
			62.53
Check No:	36690	Check Date: 09/25/2012	
Vendor:	0620	Mountain Gardens Nursery	
34		WWTP\landscaping	24,882.54
			24,882.54
Check No:	36691	Check Date: 09/25/2012	
Vendor:	0372	Southern California Edison	
09182012		GG\115 S Robinson	1,424.35
09182012-1		GG\129 E F St	1,698.01
09182012-10		Air\409 Bryan Ct	545.32
09182012-11		Air\West End Teh Airport	26.46
09182012-12		Air\314 N Hayes St #B	334.32
09182012-13		Air\NE cor Teh Airport	545.04
09182012-14		Air\314 N Hayes St #G3	34.91
09182012-15		Air\Dennison s/o Hwy 58	150.31
09182012-16		Air\Tehachapi Airport 4	14.95
09182012-17		Air\314 N Hayes St	173.75
09182012-18		PW\800 Enterprise	85.04
09182012-19		PW\800 Enterprise Shop	69.81
09182012-2		GG\303 E D St	64.56
09182012-20		Swr\800 Enterprise	669.60
09182012-3		GG\108 Pinon St	19.31
09182012-4		Wtr\100 Commercial Way	262.12

09182012-5	Wtr\101 Commercial Way	141.84
09182012-6	Air\314 N Hayes St	136.53
09182012-7	Air\9999 1/2 Hayes St	86.20
09182012-8	Air\316 S Mojave St	37.54
09182012-9	Air\314 N Hayes St PAPI	99.26
09202012	GG\114 S Green	244.31
09202012-1	LLD\Clearview\318 E E St	66.38
09202012-2	GG\311 E D St	122.47
09212012	LLD\Mill St Cottages\329 1/2 D St	109.18
09212012-1	GG\200 W Teh Blvd	47.90
09212012-2	PD\220 W C St	23.46
09222012	GG\1125 Capital Hills	22.84

7,255.77

Check No: 36692 Check Date: 09/25/2012

Vendor: 3011 Verizon Wireless

1119274558-1	Fin\Mobile Broadband	29.65
1119274558-2	GG\Mobile Broadband	29.65
1119274558-3	Wtr\Mobile Broadband	15.01
1119274558-4	Swr\Mobile Broadband	15.01

89.32

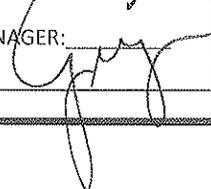
Date Totals: 33,312.26

Report Total: 33,312.26

COUNCIL REPORTS

AGENDA SECTION: AIRPORT MANAGER REPORTS

MEETING DATE: OCTOBER 1, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: SEPTEMBER 25, 2012

SUBJECT: NEW NON-COMMERCIAL HANGAR GROUND LEASE (24W)

Background:

Kenneth R. and Della Dusel-Hetge recently purchased hangar 24W from Robert W. Forker. The Hetge's are requesting a new non-commercial ground lease for hangar 24W.

Fiscal Impact:

The City of Tehachapi airport will receive \$83.45/month, \$1001.40/year for the non-commercial hangar ground lease.

Recommendation:

Approve the non-commercial hangar ground lease between the City of Tehachapi and Ken and Della Dusel-Hetge.

Bill of Sale

1. **PROPERTY DESCRIPTION:** A 40' x 40' hangar located on the Tehachapi Municipal Airport, identified as building #24W, an air compressor/other misc. small equipment and a 1940 Rearwin Sky Ranger 175 (N27298), single engine aircraft project.

2. **SELLER:** Mr. Robert W. Forker

3. **BUYER:** ~~Kenneth R. Hetge and Della Dusel-Hetge~~

4. **PURCHASE PRICE:** \$28,000 in immediately available funds consisting of \$5,000 down, which is fully refundable if the City of Tehachapi exercises their option of "right of first refusal". The remaining \$23,000 will be paid immediately to seller once Buyer and Seller receives written conformation that the City opts not exercise their right to purchase the hangar.

5. **TERMS AND CONDITIONS:** Sale of hangar and aircraft/other equipment is 'as is, where is', with no warranty expressed or implied. Seller has guaranteed that no liens or encumbrances exist on the property.

6. **DATE OF PURCHASE** September 9, 2012

Let it be known that as of this date, the Seller agrees to sell and the Buyer agrees to buy the above described property in accordance with the above described terms and conditions. The Seller shall have no further interest in the aforementioned property and the Buyer is responsible for all rents, fees and utilities after the close date.

In agreement, this 9 day of September, 2012, in the City of Tehachapi, County of Kern.

Seller: Robert W. Forker
Robert W. Forker

Date: 9-9-12

Buyer: Kenneth R. Hetge
Kenneth R. Hetge

Date: 9/6/12

Della Dusel-Hetge
Della Dusel-Hetge

Date: Sept 6, 2012

ASSIGNMENT OF HANGAR GROUND LEASE

THIS ASSIGNMENT made this 13 day of SEPT, 2012, by and between Robert W FORKER (the "Assignor") and KENNETH HETGE (the "Assignee") who agree as follows:

1. Assignment. Subject to the consent of the City of Tehachapi, Assignor hereby assigns to Assignee all of its right, title, and interest in and to that certain hangar ground lease dated _____, between the City of Tehachapi as Lessor and Assignor herein as Lessee, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof (the "Lease"). Assignee hereby accepts this assignment and agrees to assume all of the obligations of Assignor under the Lease and agrees to be bound by all of the terms and conditions of same.

2. Counterparts. This Assignment may be executed in counterparts.

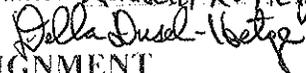
WHEREFORE, the parties have executed this Assignment on the date first hereinabove written.



Name: ROBERT W FORKER "Assignor"



Name: KENNETH R. HETGE "Assignee"

 DELLA DUSEK-HETGE

CONSENT TO ASSIGNMENT

The undersigned, on behalf of the City of Tehachapi, hereby consents to the foregoing Assignment.


AIRPORT MANAGER

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) 24W

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 1st day of **October, 2012**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Kenneth R. Hetge and/or Della Dusel-Hetge**, a husband and wife, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on **October 1st, 2012**, and terminating on **October 1st, 2032** (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term, whichever applies. In the event LESSEE exercises its option to renew

the Lease, the renewal shall be on the same terms and conditions as described in this Lease except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. HOLDING OVER:

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

4. RENTAL CONSIDERATION:

As and for rental, LESSEE agrees to pay to LESSOR, the sum of **\$83.45** per month payable in advance on the first day of each month commencing **October 1st, 2012**. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE

in writing of said rental increase/decrease prior to January 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

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

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any action necessary to abate or cure such condition at LESSEE'S sole cost and expense,

without further written notice and LESSOR shall have no liability to LESSEE therefore nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

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

7. **CONDITION OF PREMISES:**

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

8. **SAFETY:**

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

9. **ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the demised premises without the written

consent of the City Manager or designated representative first being obtained..

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or

maintenance work required herein within ten (10) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE.

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

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

exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

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

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of

installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

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

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of LESSEE'S use, occupancy and/or operation of the demised premises or in a connection

therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

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

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

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

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

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

21. TAXES AND ASSESSMENTS:

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

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES

GOVERNMENT:

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

23. AERONAUTICAL RESTRICTIONS:

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

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

(c) LESSEE shall not make use of the demised premises in any manner, which might interfere with lawful air navigation and communication, the landing or taking off of aircraft from Tehachapi Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, LESSOR reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of LESSEE.

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

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

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

24. **SUBLETTING:**

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

to the following:

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

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

25. RIGHT OF INGRESS AND EGRESS:

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

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

26. **BANKRUPTCY:**

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

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

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

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

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

29. **NEGATION OF PARTNERSHIP:**

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

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **Kenneth R. Hetge**
Della Dusel-Hetge
20251 Woodford-Tehachapi Road
Tehachapi, CA 93561

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

LESSEE:

CITY OF TEHACHAPI

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

By: _____
Kenneth R. Hetge

By: _____
Della Dusel-Hetge

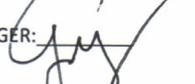




COUNCIL REPORTS

AGENDA SECTION: CITY ENGINEER REPORTS

MEETING DATE: OCTOBER 1, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JAY SCHLOSSER, CITY ENGINEER

DATE: SEPTEMBER 26, 2012

SUBJECT: TRACT 6216 (ALTA ESTATES) IMPROVEMENTS PROJECT (REBID) - AWARD

BACKGROUND:

As the Council is aware, Tract 6216 located west of Curry Street and north of Highline Road went defunct a number of years ago. The City pursued funds from the bonding company representing the developer and succeeded in procuring funds to make a number of capital improvements in the Tract. The Tract 6216 Improvements Project is the second project in a series of projects designed to expend these funds by improving a number of the roads within the Tract. The project generally includes street, sidewalk, and perimeter fencing improvements.

The project, combined with landscaping improvements was initially bid on July 19, 2012 and the received bids were beyond our available budget. On August 6, 2012, the Council authorized Staff to reject all received bids from that process, separate the project into two components, and rebid them.

Staff opened bids for this first rebid project on September 13, 2012. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Burtch Construction	\$1,045,903.75
Cooley Construction, Inc.	\$1,373,944.00
C.A. Rasmussen, Inc.	\$1,498,585.00

As desired, the rebidding effort has successfully net a price within the desired budget.

FISCAL IMPACT:

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

RECOMMENDATION:

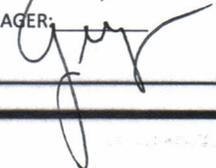
AWARD THE TRACT 6216 IMPROVEMENTS PROJECT (REBID) TO BURTCH CONSTRUCTION IN THE AMOUNT OF \$1,045,903.75 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$52,295.18).



COUNCIL REPORTS

AGENDA SECTION: CITY ENGINEER REPORTS

MEETING DATE: OCTOBER 1, 2012

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: JAY SCHLOSSER, CITY ENGINEER

DATE: SEPTEMBER 26, 2012

SUBJECT: C STREET WATERLINE PROJECT - AWARD

BACKGROUND:

On August 6, 2012, Staff requested permission from the Council to solicit bids on the C Street Waterline Project. The project seeks to replace numerous older waterlines in C Street between Mill Street and Curry Street. The project should help improve our domestic and fire suppression services within the area as well as reduce mounting maintenance expenses Staff has experienced in this area over the last several years.

Staff opened bids for this project on September 20, 2012. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
HPS Mechanical, Inc.	\$187,160.00
Blois Construction, Inc.	\$212,975.00
Tryco General Engineering	\$255,694.00
Kern Pacific Construction	\$265,975.00
Pyramid Building & Engineering	\$269,900.00
MGE Underground	\$305,418.00

FISCAL IMPACT:

All construction and construction administration costs for the project will be funded from the Water Enterprise Fund.

RECOMMENDATION:

AWARD THE C STREET WATERLINE PROJECT TO HPS MECHANICAL, INC. IN THE AMOUNT OF \$187,160.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$9,358.00).



COUNCIL REPORTS

AGENDA SECTION: CITY MANAGER REPORTS

MEETING DATE: OCTOBER 2, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature over the City Manager line]

TO: HONORABLE MAYOR GRIMES AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: SEPTEMBER 27, 2012

SUBJECT: AMENDMENT OF THE CITY'S CONTRACT WITH CALPERS

BACKGROUND

On September 17, 2012, the City Council of the City of Tehachapi introduced Ordinance No. 12-01-709, authorizing an amendment to the contract between the City of Tehachapi and the Board of Administration of the California Public Employees' Retirement System (CalPERS). Adoption of this Ordinance will allow the City to finalize efforts to create a second-tier pension plan for future employees of the City and of the Police Department.

If adopted, this Ordinance will take effect thirty days after the date of its adoption and will be published in the Tehachapi News within 15 days of adoption.

RECOMMENDATION

**ADOPT ORDINANCE NO. 12-01-709 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**

ORDINANCE NO. 12-01-709

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 1st day of October, 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 October 1, 2012.

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

Published: _____



EXHIBIT

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