

# **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 15, 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 15, 2012 - 6:00 P.M. - PG. 2**

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

**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

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 1, 2012 - **APPROVE AND FILE**

**FINANCE DIRECTOR REPORTS**

- \*4. Disbursements, bills, and claims for September 27, 2012 through October 10, 2012 – **AUTHORIZE PAYMENTS**
- \*5. City of Tehachapi Treasurer's Report through August 2012 – **RECEIVE REPORT**

**UTILITY MANAGER REPORTS**

6. The City has been a participant in the Tulare Lake Basin portion of Kern County Integrated Regional Water Management Plan (IRWMP). Continued participation will keep local water and wastewater project funding compliant. This will greatly reduce the costs for all local water agencies – **APPROVE THE COST SHARING AGREEMENT WITH THE KERN COUNTY WATER AGENCY**
7. As part of the City compliance with the State Water Resources Control Board, City staff has developed a Sewer System Management Plan (SSMP). The SSMP will enhance our recordkeeping database and allow City staff to develop additional maintenance programs – **ADOPT THE SEWER SYSTEM MANAGEMENT PLAN**

**ASSISTANT CITY MANAGER REPORTS**

- \*8. The Kern Council of Governments (Kern COG) included \$25,000 in their Overall Work Program (OWP) for 2012-13 to help fund the City of Tehachapi Bicycle Master Plan. To receive reimbursement for 100% of the costs of developing our Bicycle Master Plan, the Council must adopt a Memorandum of Agreement (MOA) with Kern COG – **APPROVE THE MOA WITH KERN COG FOR OVERALL WORK PLAN FUNDING OF THE CITY OF TEHACHAPI BICYCLE MASTER PLAN**
- \*9. The City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Tehachapi Phase IV Project. The City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under the Master Agreement – **ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM**

**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 15, 2012 - 6:00 P.M. - PG. 3**

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**SUPPLEMENT AGREEMENT NO. 015-N TO ADMINISTERING AGENCY-STATE  
AGREEMENT FOR FEDERAL-AIR PROJECTS, AGREEMENT NO. 09-5184R, PROJECT  
NO. STPL-5184(017)**

**CITY MANAGER REPORTS**

10. 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**
  
11. 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 October 1, 2012.

**ADJOURNMENT**

# MINUTES

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

BeeKay Theatre  
110 South Green Street  
Monday, October 1, 2012 – 6:00 P.M.

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

### ACTION TAKEN

#### CALL TO ORDER

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

#### ROLL CALL

Roll call by City Clerk Denise Jones.

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

Absent: None

#### INVOCATION

By Pastor Kevin Caudle of Christian Life Assembly.

#### PLEDGE TO THE FLAG

Led by Councilmember Nixon

#### CONSENT AGENDA

Approved consent agenda subject to removal of item \*6 by Craig Britton.

Approved Consent Agenda  
Subject To Removal Of Item  
\*6  
Sm/Ni Ayes All

#### AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
  - a. Charles White, city resident, reported on the success of the Tourism Commission booth at the Kern County Fair and

discussed the different events the Tourism Commission does to promote Tehachapi.

- b. Brandon Guthrie, President of State Old Time Fiddlers District #3, thanked city staff for use of stage and spoke to the success of fiddle contest. Also asked city to re-think policy of no longer letting city resources be used at non-city events.

2. Mayor Grimes presented of Proclamation to Links For Life.

**CITY CLERK REPORTS**

\*3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**

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

\*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 - **APPROVED AND FILED.**

Approved & Filed  
 Sm/Ni Ayes All

\*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 – **APPROVED SPECIAL EVENT APPLICATION FOR THS HOMECOMING PARADE AND ASSOCIATED STREET CLOSURES SUBJECT TO STAFF CONDITIONS**

Approved Special Event  
 Application For THS  
 Homecoming Parade &  
 Associated Street Closures  
 Subject To Staff Conditions  
 Sm/Ni Ayes All

\*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 – **THIS ITEM WAS REMOVED FROM THE CONSENT AGENDA BY CRAIG BRITTON TO GET CLARIFICATION ON TIME OF STREET CLOSURE; APPROVED THE TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS**

Approved The Trunk Or  
 Treat Special Event  
 Application & Associated  
 Street Closures, Subject To  
 City Conditions  
 Sm/Wi Ayes All

**FINANCE DIRECTOR REPORTS**

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

Authorized Payments  
 Sm/Ni Ayes All

**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 – **APPROVED THE NON-COMMERCIAL HANGAR GROUND LEASE BETWEEN THE CITY OF TEHACHAPI AND**

Approved The Non-  
 Commercial Hangar Ground  
 Lease Between C.O.T. &  
 Kenneth Hetge & Della  
 Dusel-Hetge For Hangar 24W  
 Sm/Ni Ayes All

**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 – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; MAYOR PRO TEM SMITH CLARIFIED THAT FUNDS FOR PROJECT ARE FROM BOND COMPANY AND ASKED ABOUT FLOOD CONTROL IMPROVEMENTS; COUNCILMEMBER WIGGINS ASKED ABOUT START AND COMPLETION TIMES; COUNCILMEMBER NIXON ASKED ABOUT COMPLETION DEADLINE AND PENALTIES; AWARDED THE TRACT 6216 IMPROVEMENTS PROJECT (REBID) TO BURTCHE CONSTRUCTION IN THE AMOUNT OF \$1,045,903.75 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$52,295.18).**

**Awarded The Tract 6216 Improvements Project (Rebid) To Burtch Construction In The Amount Of \$1,045,903.75 & Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$52,295.18)  
Wi/Va Ayes All**

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 – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; STAN BECKHAM, CITY RESIDENT, WONDERED HOW WE CAN JUSTIFY AWARDED THE LOW BID WITH SUCH AND BIG SPREAD IN BIDS; MAYOR PRO TEM SMITH STATED THIS IS GOOD NEWS, THAT HPS IS A REPUTABLE COMPANY AND ASKED ABOUT PUTTING CONDUIT IN TRENCH FOR FIBER OPTICS FOR NEW POLICE STATION; AWARDED THE C STREET WATERLINE PROJECT TO HPS MECHANICAL, INC. IN THE AMOUNT OF \$187,160.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$9,358.00).**

**Awarded The C Street Waterline Project To HPS Mechanical, Inc. In The Amount Of \$187,160.00 & Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$9,358.00)  
Sm/Ni Ayes All**

**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

**Tabled Until October 15, 2012**

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.**

Gave Report

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Wiggins spoke about the Harvest Moon Wine Walk she attended on Saturday.
2. Mayor Pro Tem spoke about all the new people in town for the Wine Walk.
3. Councilmember Nixon reminded everyone that the Health Fair for hospital is on Saturday at West Park.
4. Councilmember Vachon gave report on KernEDC meeting she attended and the meeting she had with Senator Fuller. Also told a story of what happened with a gift baskets at the Tourism booth at the Kern County Fair.
5. Mayor Grimes showed a plaque that the City received from Relay for Life, reminded everyone of the Breast Cancer Awareness Walk on Saturday morning and announced that former Mayor Jack Kirkbride passed away.

**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).

Approved Minutes  
Gr/Sm Ayes All

**ADJOURNMENT**

The City Council/Boards adjourned at 7:40 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 15, 2012, at 6:00 p.m.

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DENISE JONES, CMC  
City Clerk, City of Tehachapi

Approved this 15<sup>th</sup> day  
Of October, 2012.

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ED GRIMES  
Mayor, City of Tehachapi

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 10/10/2012 - 8:06 AM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0015	211 Praxair Distribution Inc.	
44072722		PW/industrial acetylene	122.87
			122.87
Check No:	0	Check Date:	
Vendor:	0017	American Business Machines	
157276		PD/Canon iR adv. C5051/annual service contract	468.51
			468.51
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories, Inc.	
B130132		Swr\Influent & Effluent from WWTP wtr sample	255.00
B130690		Swr\sludge samples	200.00
			455.00
Check No:	0	Check Date:	
Vendor:	0061	BSK Associates	
0064734		Swr\1st 2nd & 3rd qtrs 2012 grndwtr monitoring	4,000.00
A217884		Swr\Effluent analysis	144.00
A224639		Swr\Effluent analysis	144.00
			4,288.00
Check No:	0	Check Date:	
Vendor:	0182	P&J Electric	
4337		Wtr/service call/trbl shoot Curry booster pump	200.00
			200.00
Check No:	0	Check Date:	
Vendor:	0193	Hach Company	
7950059		Swr/elctrl gel crtg/ph storage soln	132.98
			132.98
Check No:	0	Check Date:	
Vendor:	0249	K-Mart	
28762		Swr/rub alcohol	32.07
			32.07
Check No:	0	Check Date:	
Vendor:	0260	Liebert Cassidy Whitmore	
155963		PD\prof svcs to 8-31-12 re TE020-00001	66.00
155964		PD\prof svcs to 8-31-12 re TE020-00007	300.00
			366.00
Check No:	0	Check Date:	
Vendor:	0263	Lebeau, Thelen, LLP	
1		CD/Tehachapi Rail EIR	9,671.00

Check No:	0	Check Date:		9,671.00
Vendor:	0300	Mission Linen & Uniform Service		
140123366		PW/uniforms/twl cntr/disp prs/hndcl		81.99
140124590		PW/uniforms/twl cntr/disp prs/hndcl		77.63
				<hr/>
Check No:	0	Check Date:		159.62
Vendor:	0310	Willdan Financial Services		
010-18882 1		Admin fees		158.57
010-18882 2		Admin fees		52.03
010-18882 3		Admin fees		216.03
010-18882 4		Admin fees		547.31
010-18882 5		Admin fees		5.13
010-18882 6		Admin fees		523.24
010-18882 7		Admin fees		7.30
010-18882 8		Admin fees		24.69
010-18882 9		Admin fees		18.79
				<hr/>
Check No:	0	Check Date:		1,553.09
Vendor:	0362	RSI Petroleum Products		
0036964		PW/fuel		831.54
				<hr/>
Check No:	0	Check Date:		831.54
Vendor:	0431	Tehachapi News		
12914975		CD/Notice of Public Hearing/Motel 6		116.25
12936660		GG/employee recruitment/Assistant Engineer		110.00
				<hr/>
Check No:	0	Check Date:		226.25
Vendor:	0441	Vulcan Materials Company		
157421		5sk pm ae		1,735.37
159103		5sk pm ae		1,145.60
164000		6sk pm ae		1,887.74
				<hr/>
Check No:	0	Check Date:		4,768.71
Vendor:	0450	USA Bluebook		
770570		Swr'svc kit for gast rotary vane vacuum pump &		89.41
779152		Swr\Cal gas 50% LEL/20.9% O2/25 ppm		251.80
				<hr/>
Check No:	0	Check Date:		341.21
Vendor:	0476	WITTS Everything for the Office		
124447-0		GG/facial tissue/postit/labels/lgl pad/purell dispe		463.37
124491-0		GG/paper		68.62
124529-0		GG/erase board/expo2 markers/pencils/paper		23.97
124533-0		CD/binders/erase l index 5tab		10.23
124551-0		GG/display board		10.51
				<hr/>
Check No:	0	Check Date:		576.70
Vendor:	0543	BSE Rents		
555087		Davis Street sidewalks/14" dia blade		104.50

Check No:	0	Check Date:		104.50
Vendor:	0567	Microflex Corp #774353		
1306340 1		Swr/PF safegrip/PF evolution one		193.64
1306340 2		Swr/PF safegrip/PF evolution one		193.64
				<hr/>
				387.28
Check No:	0	Check Date:		
Vendor:	0610	Abate-A-Weed, Inc.		
508927		PW/holder		4.06
				<hr/>
				4.06
Check No:	0	Check Date:		
Vendor:	0612	Old Towne Nursery		
210433		WWTP/bulk organic planter mix		26.81
210437		WWTP/bulk organic planter mix		241.31
210468		WWTP/chemicals/algaecide & clarifier/pond car		62.17
210683		WWTP/bulk organic planter mix		2,359.50
				<hr/>
				2,689.79
Check No:	0	Check Date:		
Vendor:	1069	Tehachapi Valley Recreation & Parks District		
100212		GG/2012-13 Basketball sponsorship		400.00
				<hr/>
				400.00
Check No:	0	Check Date:		
Vendor:	1285	CA Dept of Corrections and Rehabilitation		
1800165068 1		Street Maint/CCI		1,257.60
1800165068 2		PW/CCI dedicated work crew		419.20
1800165068 3		Lndscp/CCI dedicated work crew		419.20
1800165068 4		Wtr/CCI dedicated work crew		419.20
1800165068 5		Swr/CCI dedicated work crew		5,030.40
1800165068 6		A/CCI dedicated work crew		1,676.80
				<hr/>
				9,222.40
Check No:	0	Check Date:		
Vendor:	1286	M&M's Sports Uniforms & Embroidery		
26097		GG/shirts/City logo artwork		44.50
26117		GG/sweatshirt/artwork/logo		86.31
26492		GG/custom sublimated sign		41.38
				<hr/>
				172.19
Check No:	0	Check Date:		
Vendor:	1292	CRWA		
09202012		Wtr\Membership dues Nov 2012 - Nov 2013		807.00
				<hr/>
				807.00
Check No:	0	Check Date:		
Vendor:	1430	Sully & Sons Hydraulics, Inc.		
0077205		Strts/mpxfr exp/king nipple		49.49
				<hr/>
				49.49
Check No:	0	Check Date:		
Vendor:	1441	Grainger		
9930208278		WWTP\Restroom sign		71.86

Check No:	0	Check Date:		71.86
Vendor:	1718	IIMC		
092012		CC/membership fee		85.00
				<hr/>
				85.00
Check No:	0	Check Date:		
Vendor:	1729	Alpha Landscape Maintenance		
113491		GG/City offices		45.38
1134910		Strts/South Curry		207.93
1134911		LLD/Heritage Oak		787.98
1134912		LLD/KB tract/Dennison		3,293.96
1134913		LLD/Dennison Street		658.10
1134914		LLD/Clear View		294.12
1134915		GG/Pioneer Park		506.04
1134916		GG/Old Town planters		71.32
1134917		LLD/Mill street cottages		22.49
1134918		GG/Old fire house on Pinon		109.63
1134919		GG/Robinson Park		461.02
113492		GG/Market Place & Union Pacific		201.79
1134920		GG/Taco sandwich & wall		25.68
1134921		GG/Senior center		95.95
1134922		GG/Railroad Depot		116.44
1134923		GG/Robinson parking lot		22.85
1134924		LLD/Red Barn		80.59
1134925		LLD/Street trees		113.10
113493		Strts/Mill Street island		392.38
113494		Strts/Capitol Hills (South island)		246.63
113495		LLD/Manzanita Park		693.93
113496		LLD/KB tract-highland LMD		468.03
113497		LLD/Alta tract/Warrior Park		4,082.07
113498		LLD/Alta Parkway lawns		160.38
113499		LLD/All planters-Highline & tract perimeters su		1,433.48
113501		GG/Market Place & Union Pacific		1.74
1135010		LLD/Heritage Oaks		17.38
1135011		LLD/KB/Dennison		48.66
1135012		Strts/Dennison Street		5.22
1135013		LLD/Clear View		1.74
1135014		GG/Pioneer Park		5.22
1135015		GG/Old Town planter		1.74
1135016		LLD/Mill Street cottages		0.87
1135017		GG/Old Fire house on Pinon		1.74
1135018		GG/Robinson Park		1.74
1135019		GG/Taco Sandwich		1.74
113502		Strts/Mill Street island		5.22
1135020		GG/Senior Center		1.74
1135021		Depot		3.48
1135022		GG/Robinson Parking lot		0.87
113503		Strts/Capital Hills		3.48
113504		LLD/Manzanita Park		5.22
113505		LLD/KB tract-Highland		1.74
113506		LLD/Alta tract/Warrior Park		39.97
113507		LLD/Alta Parkway lawns		3.48
113508		LLD/Alta planters-Highline & tract		17.38
113509		Strts/South Curry		3.40
				<hr/>
				14,765.04

Check No:	0	Check Date:		
Vendor:	1801	HD Supply Waterworks, LTD		
5361805		Wtr\usg meter		569.50
5428557		Wtr\B12 conc meter box 12x20"		607.58
5446977		Swr\solder sticks bundle		107.25
5469650		Swr\inlet set		173.22
5469651		Wtr\G5 conc traffic valve box G5C lid "water"		305.41
5486905		Wtr\hyd 4'0 B 6MJ 3W		4,378.01
5499808		Wtr\conc traffic valve box/G-5C lid water		284.88
5502739		WWTP/pvc pipe solvent weld bell/cplg		134.38
				<hr/>
				6,560.23
Check No:	0	Check Date:		
Vendor:	1822	Ed Grimes		
100112		C/mileage reimbursement/KCAC mtg.		80.92
				<hr/>
				80.92
Check No:	0	Check Date:		
Vendor:	2111	Swift Napa Auto Parts		
754714		Swr\door handle/handle/headlight switch knob		106.64
754719		Swr/floor mat-2pc rub bk		31.63
755032		Swr/oil, fuel, air filters		83.09
755891		Strts/battery cables		9.64
				<hr/>
				231.00
Check No:	0	Check Date:		
Vendor:	2136	Mojave Desert News		
33237		GG\subscription		22.50
				<hr/>
				22.50
Check No:	0	Check Date:		
Vendor:	2147	Coffee Break Service, Inc.		
184367		GG\coffee/supplies		130.80
				<hr/>
				130.80
Check No:	0	Check Date:		
Vendor:	2200	Argo Chemical		
1209156		Wtr\argo chlor		814.84
				<hr/>
				814.84
Check No:	0	Check Date:		
Vendor:	2239	Emergency Management Consultants, Inc.		
98-399		GG\consulting service/NIMS/SEMS EOP		1,250.00
				<hr/>
				1,250.00
Check No:	0	Check Date:		
Vendor:	2534	CWI-Bakersfield Br		
006-62694		Swr\pac, fs flg		44.94
				<hr/>
				44.94
Check No:	0	Check Date:		
Vendor:	2752	Fastenal Company		
142533		Wtr/utility vise		281.97
				<hr/>
				281.97
Check No:	0	Check Date:		
Vendor:	2892	Mountain Maintenance Group, Inc.		

4482 1	GG/cleaning/115 S Robinson	480.00
4482 2	PD/cleaning/129 E F st	600.00
4483	A/cleaning/314 N Hayes	100.00
4484	Depot/cleaning/101 W Teh blv	500.00
		<hr/>
		1,680.00
Check No:	0 Check Date:	
Vendor:	2951 Keyed Up Mobile Lock	
613180	Depot/replaced lever lock & service repair	92.20
613186	PD/removed broken key/service repair	46.50
		<hr/>
		138.70
Check No:	0 Check Date:	
Vendor:	2960 A-1 Air Conditioning & Heating	
8056	PD/replace contactor on ac unit service call & lab	208.00
8060	Swr/replaced filter & defrosted coil service call	134.00
		<hr/>
		342.00
Check No:	0 Check Date:	
Vendor:	2981 Burke, Williams & Sorenson, LLP	
159385	Legal service/General	122.50
159386	AD 89-2 prof svcs through 8-31-12	261.40
		<hr/>
		383.90
Check No:	0 Check Date:	
Vendor:	3017 Bear Valley Police Department	
12-09-0001	PD\Case 12-09-1139 Inci 1209100210 Swat call	27.15
		<hr/>
		27.15
Check No:	0 Check Date:	
Vendor:	3073 CA Department of Public Health	
1260098	Wtr System fees 7-1-11 thru 6-30-12	4,870.21
		<hr/>
		4,870.21
Check No:	0 Check Date:	
Vendor:	3083 Hub International	
080412	Tehachapi food & wine festival	1,726.38
		<hr/>
		1,726.38
Check No:	0 Check Date:	
Vendor:	3129 Bear Mountain Fence Co.	
8646	Air\Repair damaged chain link fence & barb wire	590.00
		<hr/>
		590.00
Check No:	0 Check Date:	
Vendor:	3264 Trader Bo's Western & Work Wear	
738133	PW/safety shoes/DHamon	171.58
		<hr/>
		171.58
Check No:	0 Check Date:	
Vendor:	3281 Statewide Safety & Signs, Inc.	
A01815/D	Strts/low voc paint	241.63
		<hr/>
		241.63
Check No:	0 Check Date:	
Vendor:	3282 Sav-on Pharmacy #6347	
09252012	Fin\Employee Flu Shots 2012	86.25

		Check Amount
09252012-1	CD\Employee Flu Shots 2012	86.25
09252012-2	PD\Employee Flu Shots 2012	57.50
		<hr/> 230.00
Check No:	0 Check Date:	
Vendor:	3312 Detroit Industrial Tool	
469771	Wtr/safety glasses/di t shirts	221.76
469771 2	Swr/safety glasses/di t shirts	221.76
469771 3	PW/safety glasses/di t shirts	221.76
469771 4	Lndscp/safety glasses/di t shirts	36.96
469771 5	Lndscp/safety glasses/di t shirts	36.93
		<hr/> 739.17
Check No:	0 Check Date:	
Vendor:	3437 Tehachapi Lifestyle Magazine	
1624	GG/inside front cover display ad	1,550.00
		<hr/> 1,550.00
Check No:	0 Check Date:	
Vendor:	3455 Tehachapi Tourism Commission	
102	GG\half of total amt for Teh promotional "give-a	280.00
		<hr/> 280.00
Check No:	0 Check Date:	
Vendor:	3461 Alta Planning & Design, Inc.	
2012-002-5	Teh bicycle master plan	14,082.21
		<hr/> 14,082.21
Check No:	0 Check Date:	
Vendor:	3517 Juana Corral	
100212	PD/reimbursement for cost of paint to cover graf	24.60
		<hr/> 24.60
Check No:	0 Check Date:	
Vendor:	3518 Olsson Enterprizes	
100212	A/service&labor/hanger door	237.50
		<hr/> 237.50
Check No:	0 Check Date:	
Vendor:	3519 Tehachapi Christian Store	
100112	Cleaning Deposit refund	200.00
		<hr/> 200.00
Check No:	0 Check Date:	
Vendor:	3520 PCI	
15270	Strts/restripe existing striping	24,000.00
		<hr/> 24,000.00
Check No:	0 Check Date:	
Vendor:	3521 Grace Fellowship	
100112	Cleaning Deposit refund	200.00
		<hr/> 200.00
Date Totals:		<hr/> 114,084.39

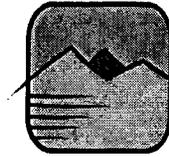
Report Total:

114,084.39

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 9/27/2012 - 9:53 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

				<b>Check Amount</b>
Check No:	36695	Check Date:	09/27/2012	
Vendor:	2559	Service Team of Professionals		
6306-132		Construction residential repairs/111 West D st/Fi		
		Abatement & demolition/111		11,073.29
				<u>11,073.29</u>
		Date Totals:		11,073.29
				<u>11,073.29</u>
		Report Total:		<u>11,073.29</u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
Printed: 10/1/2012 - 12:04 PM



			Check Amount
Check No:	36696	Check Date: 10/01/2012	
Vendor:	3415	W.M. Lyles Company	
July 31 2012		WWTP progress pay #12 7-1-12 thru 7-31-12	161,853.21
			<hr/>
			161,853.21
			<hr/>
Date Totals:			161,853.21
			<hr/>
Report Total:			161,853.21
			<hr/> <hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 10/8/2012 - 10:44 AM



			Check Amount
Check No:	36762	Check Date: 10/08/2012	
Vendor:	2113	Fuel Controls, Inc.	
75715		Air\fuel & fees	15,486.14
			<hr/> 15,486.14
Check No:	36763	Check Date: 10/08/2012	
Vendor:	3516	Kern Pacific Construction Company	
083112 1		Tract 6507 Storm wtr pump station prjct/Progres	6,120.00
083112 2		Tehachapi blv improvements prjct phase IV/Pay	57,654.00
			<hr/> 63,774.00
Check No:	36764	Check Date: 10/08/2012	
Vendor:	0372	Southern California Edison	
09222012		GG\109 E Tehachapi Blvd	51.06
09222012-1		GG\111 W I St - Pioneer Park	57.41
09222012-2		Strts\209 1/2 E Tehachapi Blvd	23.78
09222012-3		Strts\333 1/2 E Tehachapi Blvd	134.50
09252012		LLD\801 Mountain View Ave	66.58
09252012-1		Swr\880 Enterprise - billing adjustment	0.98
09252012-2		Swr\880 Enterprise	1,296.03
09262012		Strts\Curry & D St	125.27
09262012-1		Wtr\358 E D St	3,012.50
09262012-2		Strts\Teh Blvd w/o Green	15.90
09262012-3		Strts\103 Teh Blvd	75.16
09262012-4		Strts\101 ETeh Blvd #B	168.70
09262012-5		Strts\110 S Mill St	116.72
09292012		WWTP\800 Enterprise	6,395.56
1002121		Strts\Highway 202	58.84
1002122		Strts\Highway 202	30.57
			<hr/> 11,629.56
Check No:	36765	Check Date: 10/08/2012	
Vendor:	3011	Verizon Wireless	
1120583038-1		Air\Mobile Broadband	29.65
1120583038-2		GG\Mobile Broadband	29.65
1120583038-3		CD\Mobile Broadband	29.65
1120583038-4		Wtr\Mobile Broadband	15.01
1120583038-5		Swr\Mobile Broadband	15.01
1121452842		Wtr\Mobile Broadband	15.01
1121452842-1		Swr\Mobile Broadband	15.01
			<hr/> 148.99
Date Totals:			<hr/> 91,038.69

Check Amount

Report Total:

91,038.69

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 10/9/2012 - 11:13 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			<b>Check Amount</b>
Check No:	36766	Check Date: 10/09/2012	
Vendor:	3475	Department of Fish and Game	
100912		Filing fee/Motel 6	2,101.50
			<hr/>
			2,101.50
Check No:	36767	Check Date: 10/09/2012	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
100912		CD/Notice of Determination/Motel 6	50.00
			<hr/>
			50.00
			<hr/>
<b>Date Totals:</b>			2,151.50
			<hr/>
			<hr/>
<b>Report Total:</b>			2,151.50
			<hr/>
			<hr/>

**CITY OF TEHACHAPI  
TREASURER'S REPORT  
FY 2012-13**

**MONTH END BANK STATEMENT BALANCE**

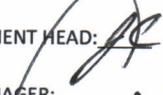
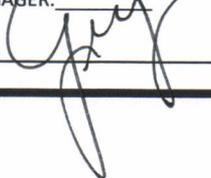
<u>BANK ACCOUNTS</u>	<u>Institution</u>	<u>Acct#</u>	<u>3/31/2012</u>	<u>4/30/2012</u>	<u>5/31/2012</u>	<u>6/30/2012</u>	<u>7/31/2012</u>	<u>8/31/2012</u>
General Checking	Bank of the Sierra	21002-06457	1,441,381.04	362,381.33	1,048,084.47	949,455.87	870,536.94	2,995,705.11
Water Deposit Trust	Bank of the Sierra	21002-08503	96,100.00	99,910.00	95,785.00	94,824.00	99,064.00	101,904.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,526.93	87,532.77	87,538.61	87,544.45	87,550.29	87,556.13
AD 89-3	Bank of the Sierra	21002-81054	828.82	828.82	828.82	828.82	828.82	828.82
RDA Checking	Bank of the Sierra	21002-18650	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41
Payroll	Bank of the West	709-031215	49,808.72	49,206.04	48,985.42	48,815.02	48,651.43	48,583.21
AFLAC Flex Spending	Bank of the West	709-039747	11,936.83	11,873.60	12,668.56	13,106.27	13,226.77	13,338.87
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	111,354.87	140,301.06	195,435.91	94,881.23	138,896.69	82,886.41
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	106,330.57	106,330.57	106,330.57	106,330.57	106,330.57	107,434.61
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	57,884.38	0.00	0.00	0.00	0.00
CFD 90-1	Union Bank	67170669300-308	20,584.06	20,584.06	0.00	0.00	0.00	0.00
RDA 2007	Bank of New York	870951/52/53/54	615,401.65	615,401.65	397,110.40	397,110.40	615,401.65	615,401.65
RDA 2005	Bank of New York	870711-16	577,854.28	577,854.28	386,879.28	386,879.28	577,854.28	577,854.28
LAIF	State of California	98-15-914	12,285,751.23	12,697,977.50	11,397,977.50	11,397,977.50	11,408,725.08	9,408,725.08
<b>Total Funds in Banks</b>			<b>15,426,938.41</b>	<b>14,850,145.47</b>	<b>13,799,703.95</b>	<b>13,599,832.82</b>	<b>13,989,145.93</b>	<b>14,062,297.58</b>
<b>INVESTMENTS</b>								
CSJVRMA Investment Pool	Chandler Asset Mgt	1113			2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	517,791.77	630,765.83	290.05	91,777.01	92,291.32	530.81
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	538,000.00	0.00	0.00	0.00	0.00	0.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	735,936.35	655,936.35	655,936.35	564,005.10	564,005.10	564,005.10
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	8 870586	1,031,875.00	1,031,875.00	1,042,500.00	1,042,500.00	1,042,500.00	1,042,500.00
* Loaned to Wtr/Swr to pay-off COP2000			1,108,498.66	1,108,498.66	1,108,498.66	977,048.42	977,048.42	977,048.42
<b>Total Investments</b>			<b>3,932,101.78</b>	<b>3,427,075.84</b>	<b>4,807,225.06</b>	<b>4,675,330.53</b>	<b>4,675,844.84</b>	<b>4,584,084.33</b>
<b>TOTAL PORTFOLIO</b>			<b>19,359,040.19</b>	<b>18,277,221.31</b>	<b>18,606,929.01</b>	<b>18,275,163.35</b>	<b>18,664,990.77</b>	<b>18,646,381.91</b>



# COUNCIL REPORTS

**AGENDA SECTION: UTILITY MANAGER REPORTS**

**MEETING DATE: OCTOBER 15, 2012**

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

---

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

**FROM: JON CURRY, UTILITY MANAGER**

**DATE: OCTOBER 10, 2012**

**SUBJECT: INTEGRATED REGIONAL URBAN WATER MANAGEMENT PLAN PARTICIPATION**

---

**BACKGROUND:**

As Council is aware, the City has been a participant in the Tulare Lake Basin portion of Kern County Integrated Regional Water Management Plan (IRWMP) for the past few years. The IRWMP is a project planning component that encourages joint and regional projects that have multiple benefits. Continued participation and the ongoing submittal of local and/or joint projects in the Tehachapi region will keep local water and wastewater project funding compliant with funding streams such as Proposition 50 and Proposition 84. By continuing to participate in a Regional IRWMP, costs to not only the City, but to the rest of the local water agencies are greatly reduced.

**FISCAL IMPACT:**

Budgeted Cost: \$1,008.33

**RECOMMENDATION:**

**APPROVAL OF COST SHARING AGREEMENT WITH THE KERN COUNTY WATER AGENCY**



RECEIVED  
OCT 04 2012  
CITY OF TEHACHAPI

150.8 Water Conservation

Directors:

Ted R. Page  
Division 1

Terry Rogers  
President  
Division 2

Randell Parker  
Division 3

Michael Radon  
Division 4

Adrienne J. Mathews  
Division 5

William W. Van Skike  
Vice President  
Division 6

Gene A. Lundquist  
Division 7

James M. Beck  
General Manager

Amelia T. Minaberrigarai  
General Counsel

October 3, 2012

IRWMP Regional Water Management Group

RE: Cost Sharing Agreement for Implementation of the Kern Integrated Regional Water Management Plan

To Whom It May Concern:

Enclosed for your execution is the Cost Sharing Agreement for Implementation of the Kern Integrated Regional Water Management Plan. Please sign and return the agreement to:

Lauren Bauer  
Kern County Water Agency  
P.O. Box 58  
Bakersfield, CA 93302-0058

An executed copy will be returned to your organization when complete.

If you have any questions, please feel free to contact Lauren Bauer of my staff at lbauer@kcwa.com or (661) 634-1411.

Sincerely,

A handwritten signature in blue ink, appearing to read "Curtis Creel".

Curtis Creel  
Water Resources Manager

Enclosure

(661) 634-1400

Mailing Address  
P.O. Box 58  
Bakersfield, CA 93302-0058

Street Address  
3200 Rio Mirada Dr.  
Bakersfield, CA 93308

COST SHARING AGREEMENT  
For Implementation of the Kern IRWMP

This Funding Agreement (Agreement), made and entered into on this \_\_\_ day of \_\_\_\_\_ by and between the Kern County Water Agency, hereinafter “Agency,” and Members of the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan Regional Water Management Group, hereinafter “RWMG.”

W I T N E S S E T H

Whereas, the RWMG has developed the Tulare Lake Basin Portion of Kern County Integrated Regional Water Management Plan (Kern IRWMP); and

Whereas, the Agency and the RWMG Members (also called “Participants”) are parties to a January 29, 2009 “Participation Agreement” providing for development of the Kern IRWMP, to be effective upon approval of the Kern IRWMP; and

Whereas, the Members have entered into a “Governance Structure” Agreement providing for implementation of the Kern IRWMP; and

Whereas, the Governance Structure Agreement provides for , among other things, the Executive Committee in coordination with a legal entity willing to act on behalf of the Stakeholder Group to execute and manage contracts; and

Whereas, the RWMG desires to hire a consultant to provide management services for the Kern IRWMP (“Consultant”); and

Whereas, the RWMG, acting through its Executive Committee, has authorized the Agency to contract with a Consultant for management services for the Kern IRWMP in an amount not to exceed the amount shown in Exhibit A; and

Whereas, the RWMG Members listed in Exhibit B, shall be responsible for providing funding for all costs associated with the provision of services by said Consultant, each Member contributing in accordance with the percentage assigned to such Member in said Exhibit B.

Now, therefore, it is hereby agreed as follows:

- (1) This Agreement shall become effective when signed by Members representing 80 percent of the Consultant cost contribution, as shown in Exhibit B. If Members representing more than 80 percent but less than 100 percent of such costs sign this Agreement, the percentages represented on Exhibit B shall be adjusted proportionally without need of formal amendment of this Agreement.
- (2) The Agency agrees to administer the Consultant’s contract for management of the Kern IRWMP.
- (3) Each RWMG Member agrees to contribute towards the Consultant costs collectively shared by the RWMG in accordance with the percentage assigned to such Member in Exhibit B but not to exceed that Member’s proportionate share of the total Consultant costs shown in Exhibit A.
- (4) The RWMG Members agree to pay invoices, to be received directly from the Consultant, within forty (40) calendar days from the date of receipt of said invoices.

(5) It is mutually understood and agreed as follows:

- a. Withdrawal from the RWMG by any Member shall not reduce said Member's responsibility under this Agreement to make payments of its proportionate share of the full amount shown on Exhibit A.
- b. This Agreement shall terminate when (1) the Agency, Kern IRWMP Executive Committee or RWMG terminate the Consultant contract and/or (2) when all obligations financial or otherwise, incurred under this Agreement are resolved.
- c. Any and all liability or expenses (including attorneys' and experts' fees and related costs) to the Agency for claims by third parties or Consultants and injury to third parties or Consultants, arising from or relating to this Agreement shall be allocated among the Members on the basis of the percent of contribution required of each party under Exhibit B of this Agreement. The term "injury" shall have the meaning prescribed by section 810.0 of the Government Code. This provision shall survive termination of this Agreement.
- d. Any correspondence, communication or contract concerning this Agreement shall be directed to the following:

Kern County Water Agency  
Mr. James M. Beck  
General Manager  
P.O. Box 58  
Bakersfield, CA 93302 – 0058

Upon receipt of any formal notice concerning this Agreement, the Agency shall transmit same to each of the Members.

- e. In signing below, each of the parties warrants and represents to each of the other parties that each is a duly organized or constituted entity, with all requisite power to carry out its obligations under this Agreement, and that the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of the board of directors or other governing body of such party, and shall not result in a violation of such party's organization documents.
- f. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile shall be deemed originals and treated in all respects as originals.
- g. This Agreement shall bind and inure to the benefit of the respective successors and assigns of all parties; provided, however, no party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of all other parties.
- h. The parties agree to take such further action and execute and deliver such additional documents as may be reasonably required to effectuate the terms and conditions of this Agreement.

In witness whereof, the undersigned have caused this Agreement to be executed by their respective officers duly authorized to enter into this Agreement.

Accepted:

\_\_\_\_\_  
Kern County Water Agency

\_\_\_\_\_  
RWMG Member

\_\_\_\_\_  
James M. Beck

\_\_\_\_\_  
Name

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: KCWA IRWM RWMG (KCWA)  
 PROJECT Description: Management of the KERN IRWMP  
 Proposal/Job Number: \_\_\_\_\_ Date: 10/14/2011

January 1, 2011 Rates	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Admin. Assist.	Aide	Total	KJ	KJ	Sub	KJ	Total Expenses	Total Labor + Expenses
Classification:											Hours	Total Labor Fees	Comm. Charges 0%	Provost and Pritchard Fees	Sub-Markup 5%		Fees
Hourly Rate:	\$235	\$230	\$220	\$195	\$175	\$160	\$145	\$125	\$75	\$60							
<b>Phase 1 Kern IRWMP Management</b>																	
Task i Meeting Coordination (P&P)											0	\$0	\$0	\$17,310	\$866	\$18,176	\$18,176
Task ii IRWM Program Coordination (KJ/P&P)		8	8								16	\$3,600	\$0		\$0	\$0	\$3,600
Task iii Website Management (P&P)											0	\$0	\$0	\$4,800	\$240	\$5,040	\$5,040
Task iv Invoicing (KJ)			2					12			14	\$1,940	\$0	\$970	\$49	\$1,019	\$2,959
<b>Phase 1 - Subtotal</b>	0	8	10	0	0	0	0	12	0	0	30	\$5,540	\$0	\$23,080	\$1,154	\$24,234	\$29,774
<b>Phase 2 Plan Management and Updates</b>																	
Task i Collect & Manage Data (KJ)		8	8				20	20			56	\$9,000	\$0		\$0	\$0	\$9,000
Task ii Updates/Additions (KJ/P&P)		8	16				12	12	4		52	\$8,900	\$0		\$0	\$0	\$8,900
Task iii Project Submittals & List (P&P)											0	\$0	\$0	\$6,700	\$335	\$7,035	\$7,035
Task											0	\$0	\$0		\$0	\$0	\$0
<b>Phase 2 - Subtotal</b>	0	16	24	0	0	0	32	32	4	0	108	\$17,900	\$0	\$6,700	\$335	\$7,035	\$24,935
<b>All Phases Total</b>	0	24	34	0	0	0	32	44	4	0	138	\$23,440	\$0	\$29,780	\$1,489	\$31,269	\$54,709

Kern IRWMP  
Funding Allocation

Exhibit B

<b>Plan Management Costs</b>		
Flat Rate	\$	100,000
<b>Total Costs</b>	<b>\$</b>	<b>100,000</b>

Participant	Total Revenues	Allocation Percentage	Unadjusted Cost Share
<b>Kern County Water Agency</b>	--	--	--
<b>COUNTY</b>			
Kern	--	Fixed	\$ 15,000
<b>CITIES</b>			
City of Arvin	\$ 1,580,185	0.527939%	\$ 449
City of Bakersfield	52,715,256	17.612124%	\$ 14,970
City of Delano	4,587,299	1.532613%	\$ 1,303
City of Maricopa	48,236	0.016116%	\$ 14
City of McFarland	2,015,988	0.673540%	\$ 573
City of Shafter	3,240,000	1.082481%	\$ 920
City of Taft	1,448,895	0.484075%	\$ 411
City of Tehachapi	3,187,979	1.065101%	\$ 905
City of Wasco	3,409,670	1.139168%	\$ 968
<b>Total</b>	<b>\$ 72,233,508</b>	<b>24.133156%</b>	<b>\$ 20,513</b>
<b>SPECIAL DISTRICTS</b>			
Arvin CSD	\$ 1,553,175	0.518915%	\$ 441
Arvin-Edison WSD	23,898,443	7.984450%	\$ 6,787
Bear Valley CSD	3,115,978	1.041046%	\$ 885
Belridge WSD	15,107,769	5.047493%	\$ 4,290
Berrenda Mesa WD	20,356,555	6.801109%	\$ 5,781
Buena Vista WSD	7,826,376	2.614786%	\$ 2,223
Buttonwillow CWD	193,213	0.064552%	\$ 55
Dudley Ridge Water District	4,948,995	1.653455%	\$ 1,405
East Niles CSD	7,879,237	2.632447%	\$ 2,238
Frazier Park PUD	2,470,066	0.825247%	\$ 701
Golden Hills CSD	2,586,533	0.864159%	\$ 735
Greenfield CWD	1,420,423	0.474562%	\$ 403
Henry Miller WD	3,358,837	1.122185%	\$ 954
Improvement District No. 4	10,981,333	3.668854%	\$ 3,119
Kern Delta WD	11,564,236	3.863602%	\$ 3,284
Kern Water Bank Authority	9,312,200	3.111198%	\$ 2,645
Lamont PUD	3,406,473	1.138100%	\$ 967
Lamont Storm Water District	16,319	0.005452%	\$ 5
Lebec CWD	297,258	0.099314%	\$ 84
Lost Hills UD	584,616	0.195320%	\$ 166
Lost Hills WD	13,451,194	4.494033%	\$ 3,820
Mettler CWD	61,942	0.020695%	\$ 18
North of the River MWD	4,151,840	1.387126%	\$ 1,179
Olcese WD	376,847	0.125904%	\$ 107
Rosedale-Rio Bravo WSD	5,975,153	1.996294%	\$ 1,697
Stallion Springs CSD	882,344	0.294790%	\$ 251
Tehachapi-Cummings CWD	8,349,629	2.789604%	\$ 2,371
Tehachapi RCD	103,848	0.034696%	\$ 29
Tejon-Castac WD	1,109,210	0.370586%	\$ 315
West Kern WD	19,962,800	6.669555%	\$ 5,669
Wheeler Ridge-Maricopa WSD	33,971,200	11.349750%	\$ 9,647
<b>Total</b>	<b>\$ 219,274,042</b>	<b>73.259279%</b>	<b>\$ 62,270</b>
<b>OTHER INTERESTS</b>			
Long Canyon WC	17,891	0.005977%	\$ 5
Mt. Mesa WC	120,079	0.040118%	\$ 34
Rainbird Valley MUC	41,254	0.013783%	\$ 12
Vaughn WC	3,209,584	1.072319%	\$ 911
Oildale MWC	4,415,954	1.475367%	\$ 1,254
Casa Loma WC	--	--	--
California Water Service	--	--	--
<b>Total</b>	<b>\$ 7,804,760</b>	<b>2.607564%</b>	<b>\$ 2,216</b>
<b>Total</b>	<b>\$ 299,312,310</b>	<b>100%</b>	<b>\$ 100,000</b>

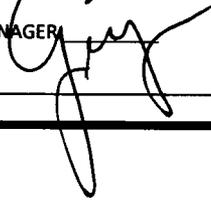
Allocation w/cost absorption	Cost Share	Refund Applied	Cost Share Remaining	Contingency Buffer
Fixed	\$ 15,000	\$ 2,682.48	\$12,317.52	\$15,396.89
0.5312425%	\$ 451.56	\$ 157.61	\$293.95	\$367.43
17.7223442%	\$ 15,063.99	\$ 1,716.61	\$13,347.39	\$16,684.23
1.5422042%	\$ 1,310.87	\$ 283.72	\$1,027.16	\$1,283.95
0.6777551%	\$ 576.09	\$ 136.60	\$439.50	\$549.37
1.0892557%	\$ 925.87	\$ 297.43	\$628.44	\$785.55
0.4871041%	\$ 414.04	\$ 49.63	\$364.41	\$455.51
1.0717668%	\$ 911.00	\$ 104.34	\$806.67	\$1,008.33
1.1462971%	\$ 974.35	\$ 354.96	\$619.39	\$774.24
<b>24.2679697%</b>	<b>\$ 20,627.77</b>	<b>\$ 3,100.89</b>	<b>\$17,526.89</b>	<b>\$21,908.61</b>
0.5221620%	\$ 443.84	\$ 84.35	\$359.48	\$449.36
8.0344186%	\$ 6,829.26	\$ 926.97	\$5,902.28	\$7,377.85
1.0475608%	\$ 890.43	\$ 170.04	\$720.38	\$900.48
5.0790815%	\$ 4,317.22	\$ 828.31	\$3,488.91	\$4,361.13
6.8436711%	\$ 5,817.12	\$ 1,118.80	\$4,698.32	\$5,872.90
2.6311497%	\$ 2,236.48	\$ 337.39	\$1,899.09	\$2,373.86
1.6638028%	\$ 1,414.23	\$ 315.76	\$1,098.47	\$1,373.09
2.6489210%	\$ 2,251.58	\$ 299.15	\$1,952.43	\$2,440.53
0.8304116%	\$ 705.85	\$ 38.19	\$667.66	\$834.57
0.8695666%	\$ 739.13	\$ 150.32	\$588.81	\$736.02
0.4775321%	\$ 405.90	\$ 111.64	\$294.26	\$367.83
1.1292076%	\$ 959.83	\$ 154.33	\$805.50	\$1,006.87
3.6918148%	\$ 3,138.04	\$ 559.22	\$2,578.82	\$3,223.52
3.8877810%	\$ 3,304.61	\$ 343.81	\$2,960.80	\$3,701.00
3.1306689%	\$ 2,661.07	\$ 410.36	\$2,250.71	\$2,813.38
1.1452223%	\$ 973.44	\$ 93.79	\$879.65	\$1,099.56
4.5221575%	\$ 3,843.83	\$ 876.39	\$2,967.44	\$3,709.30
1.3958073%	\$ 1,186.44	\$ 268.51	\$917.92	\$1,147.40
2.0087869%	\$ 1,707.47	\$ 229.21	\$1,478.26	\$1,847.83
0.2966353%	\$ 252.14	\$ 48.88	\$203.26	\$254.08
2.8070621%	\$ 2,386.00	\$ 433.64	\$1,952.37	\$2,440.46
0.3729054%	\$ 316.97	\$ 39.85	\$277.12	\$346.40
6.7112946%	\$ 5,704.60	\$ 1,026.10	\$4,678.50	\$5,848.13
11.4207792%	\$ 9,707.66	\$ 1,646.33	\$8,061.34	\$10,076.67
<b>73.1684005%</b>	<b>\$ 62,193.14</b>	<b>\$ 10,511.36</b>	<b>\$ 51,681.78</b>	<b>\$64,602.22</b>
1.0790300%	\$ 917.18	\$ 183.91	\$733.26	\$916.58
1.4845998%	\$ 1,262.00	\$ 191.59	\$1,070.41	\$1,338.01
<b>2.5636298%</b>	<b>\$ 2,179.18</b>	<b>\$ 375.50</b>	<b>\$ 1,803.67</b>	<b>\$2,254.59</b>
<b>100%</b>	<b>\$ 100,000.09</b>	<b>\$ 16,670.24</b>	<b>\$ 83,329.85</b>	<b>\$104,162.32</b>



# COUNCIL REPORTS

**AGENDA SECTION: UTILITY MANAGER REPORTS**

**MEETING DATE: OCTOBER 15, 2012**

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

---

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

**FROM: JON CURRY, UTILITY MANAGER**

**DATE: OCTOBER 10, 2012**

**SUBJECT: ADOPTION OF A SEWER SYSTEM MANAGEMENT PLAN**

---

**BACKGROUND:**

The State Water Resources Control Board (SWRCB) has mandated that all public agencies that own or operate a Sanitary Sewer System (SSS) with over one mile of pipe in contiguous length, which conveys wastewater to a publicly owned treatment facility, to comply with the SSS Waste Discharge Requirements (WDR's). As part of this compliance City Staff developed a Sewer System Management Plan (SSMP). The SSMP is an eleven section maintenance plan that covers the operation, maintenance, cleaning, inspection, project planning and recordkeeping areas of the City's Sewer Collection System. Most of the sections of the mandate are already covered by regular operation and maintenance practices performed by City staff. This SSMP will enhance our recordkeeping database and allow City staff to develop additional maintenance programs, such as the control of fats, oils and greases (F.O.G.) and other industrial and commercial wastes.

**RECOMMENDATION:**

**ADOPT THE SEWER SYSTEM MANAGEMENT PLAN**

# City of Tehachapi Sewer System Management Plan (SSMP)



10/10/2012

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## **Section I**

### **City of Tehachapi Sewer System Management Plan (SSMP) Goals**

- Properly manage, operate, and maintain all portions of the City of Tehachapi's wastewater collection system.
- Provide adequate capacity to carry peak capacity flows.
- Protection of surface and ground water supplies.
- Protection of public health by minimizing the frequency of Sewer System Overflows (SSO's).
- Mitigate the impacts that are associated with all SSO's that may occur.
- Comply with all applicable regulatory notification and reporting requirements.
- Public education and awareness of proper sewer practices.

# SSMP

## Section II Organization

### City of Tehachapi SSMP Organizational Chart

#### Tehachapi City Council

Phil Smith	Susan Wiggins	Ed Grimes	Kim Nixon	Mary Lou Vachon
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#### City Manager

Greg Garrett
--------------

#### Assistant City Manager

Chris Kirk
------------

#### Utility Manager

Jon Curry
-----------

#### Collections Supervisor

Jason Parks
-------------

#### CCTV Crew

Jason Parks
Wyatt Misiura
PW crew

#### Maintenance Crew

Jason Parks
Wyatt Misiura
PW crew

#### Vector Crew

Jason Parks
Wyatt Misiura
PW crew

---

**Tehachapi City Council:** Funding & Approval of Final SSMP

**City Manager:** Oversight of all City affairs

**Assistant City Mngr:** Oversight of City Departments

**Utility Manager:** Utility Oversight, Goals, Organization, Legally Responsible,  
Budgeting, Program Audits, City Safety Officer

**Collections Supervisor:** Day to day operations of collection system, Overflow  
Emergency Response Plan, scheduled maintenance

**CCTV Crew:** Perform all necessary filming of lines

**Maintenance Crew:** Perform all necessary maintenance and repairs on lines as needed

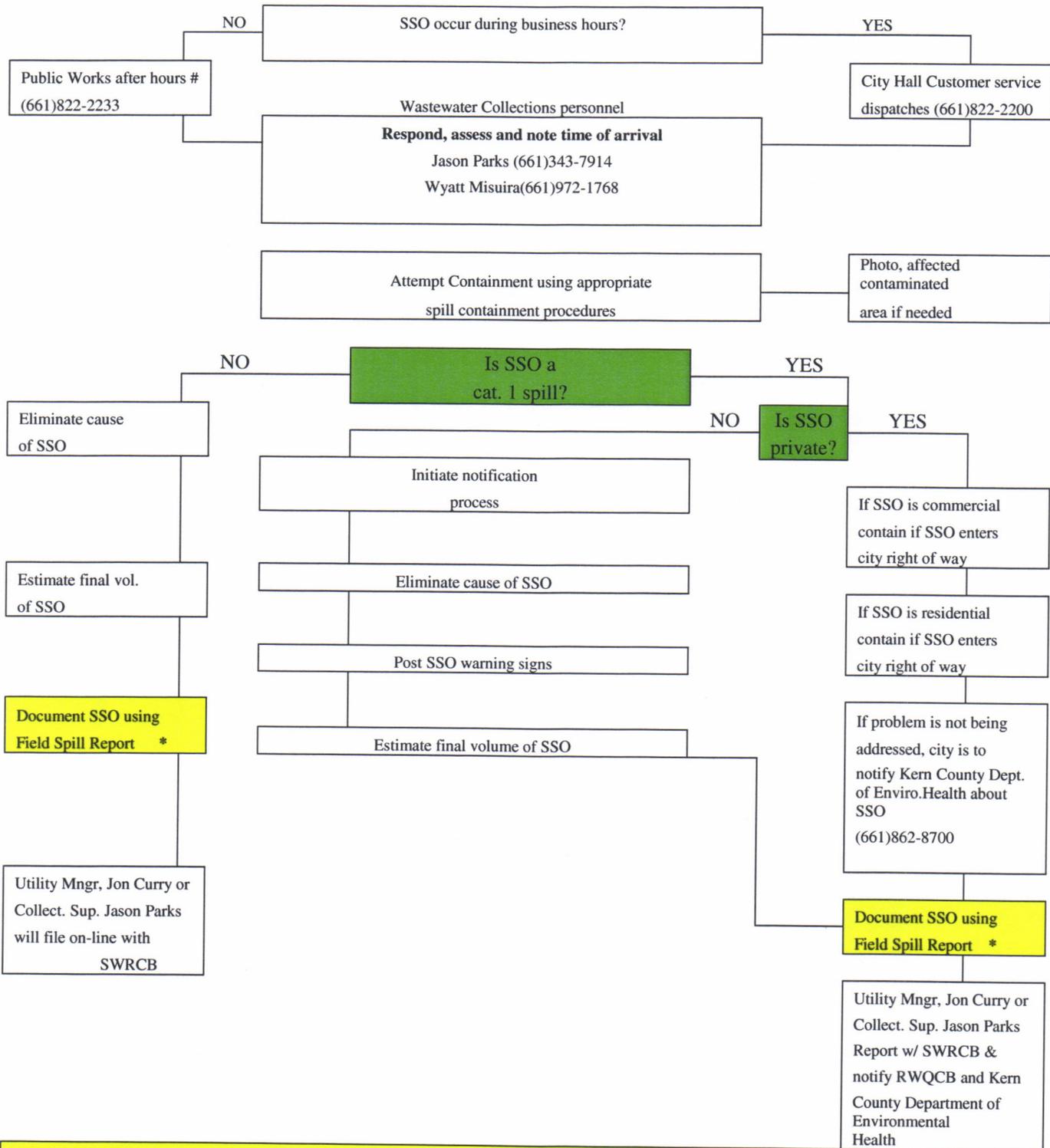
**Vector Crew:** Perform any vac work needed while maintenance is underway

**Names of Responsibility:**

Utility Manager:	Jon Curry	office (661)822-4078 ext. 201 cell (661)750-1161
Administration:	Jay Schlosser	office (661)822-2200 ext. 115 cell (661)619-0121
Maintaining SSMP:	Jason Parks	office (661)822-4078 ext. 200 cell (661)343-7914
	Wyatt Misiura	office (661)822-4078 general cell (661)972-1768
	After Hours	(661)822-2233

# Section II Organization

## City of Tehachapi SSO Chain of Communications



\* Field spill reporting #'s are as follows:  
 #1 Contact Office of Emergency Services (OES) for control # - 1(800)852-7550  
 #2 Notify Kern Co. Environmental Health - (661)862-8700 or EH@CO.KERN.CA.US  
 #3 Notify Regional Water Board Office (Region 5 Fresno) 1(559)445-5130 Jill Walsh  
 (#'s 1-3 must be done within 2 hours of Sewer spill)  
 #4 Certification: Certify to the State Regional Water Board through SSO web-site

# **SSMP**

## **Section III Legal Authority**

### **1. General Discharge Prohibitions**

#### **A. City Municipal code 8.36.030**

##### **1. Non-discharge of pollutants and wastewater which interfere w/ WWTP**

- Subtitle B  
-sections 1-15
- Subtitle C  
-medical waste
- Subtitle D  
-storm drainage  
-groundwater
- Subtitle E  
-prohibition on unpolluted water

### **2. Industrial Discharges**

#### **A. City Municipal code 8.36.060**

##### **1. Specific limitations of wastes into waste water sewers**

#### **B. City Municipal code 8.36.190**

##### **1. Harmful contributors**

- Subtitles A-C

#### **C. City Municipal code 8.36.210**

##### **1. Notification of violation**

- written notice  
-30 day corrected action plan

### **3. Domestic Discharges**

#### **A. City Municipal code 8.40.090**

##### **1. Harmful contributors**

- Subtitles A-D

#### **B. City Municipal code 8.40.100**

##### **1. Notification of violation**

- written notice  
-30 day corrective action plan

### **4. Subdivision & Development Standards City of Tehachapi**

#### **A. Division 3 – Standards for Sanitary Sewer**

##### **1. 3.2 - Design Standards**

- 3.2.1 General
  - 3.2.1.1 sewer system improvements
  - 3.2.1.2 developer cost for improvements
  - 3.2.1.3 developer connection and capacity fees

# SSMP

## Section IV Operations and Maintenance Program (O&M)

**Collection system mapping:** A master map is posted in the Wastewater/Collections control room. All vehicles assigned to the collections department have a map onboard for easy access while in the field. Additional maps are available if damage happens to occur. A secondary master map is designated for updates and corrections that need to be made to the collection system mapping. This will be reviewed and sent to the city engineer annually. Additional maps are tagged and labeled with manhole identification numbers and sectioned off to better identify collection lines throughout town.

**Collections O&M:** Collection system “hot spots” are easily identified by red pins on the master map in the control room as referenced above. All “hot spots” are visually inspected on a monthly basis. General maintenance is performed on all “hot spots” quarterly. Some areas may be cleaned more frequently if a downtown special event is scheduled. The remaining portions of the city collection system will be cleaned and inspected according to different sections of town as referenced above in mapping. The City of Tehachapi currently has one lift station in the collection system. All equipment at the lift station is inspected on a weekly basis. Checks include: inspection of the emergency generator, lift station PLC, and hoisting crane. The lift station is programmed to energize automatically during normal operation. Manual pump downs of the lift station are also conducted weekly to help control the build up of grease and settleable solids. Additionally, a citrus based degreaser is introduced to the lift station on a bi-weekly basis. A call box is in place to notify of any after hour emergencies. Any other collection system service calls or after hour calls follow the City of Tehachapi SSO chain of communications chart.

**Rehabilitation and replacement plan:** Sections of the collections system shall be inspected via CCTV. Scheduled inspections will be coordinated with routine cleaning and maintenance plans per collections O&M. Any line found to have more than 50% root intrusion shall be placed on the root control list and treated by contact operations. Dukes Root Control annually rotates sections of town rehabbing lines intruded by roots. Other concerns that may arise with the collections system will be dealt with on an as needed basis. Lines found to be heavy with grease collected will be treated with a high concentrated citrus based degreaser. Additionally, the city assists private residents in locating private laterals, which allows replacement of old lines. Currently all buried manhole covers are being brought to grade level. This will give the city more access to collection system lines for inspections. Recently, improvements to the city’s lift station have also taken place. The addition of safety ladders and catwalks allow the collection system maintenance staff to have easier access to the lift station for maintenance, pump repair, and replacement.

**Training:** Currently the city institutes monthly safety training meetings. In addition to monthly safety training the following training exists: hazards associated with the operation of the sewer hydro-jetting unit, hands on operations of the same unit, familiarity of “hot spot” locations and what to identify as normal operations. All employees will know how to properly put on and when to utilize safety harnesses and all equipment associated with entering sewer manholes. (harnesses, tripods, gas detection equipment). All employees wear reflective vest and use cones when dealing with traffic safety. Prior to conducting collection system maintenance or any other tasks defined in the O&M, employees will conduct safety briefs making them alert and aware of daily events associated with the collection system.

# SSMP

## Section IV Operations and Maintenance Program (O&M) cont..

**Equipment and Replacement Parts:** The following is a list of equipment and spare parts in stock for the City of Tehachapi Collections system. All critical parts and equipment are identified with an asterisk.

- Trailer mounted hydro-jet unit 4000 psi \*
- Various nozzles and cutters for unit above \*
- Replacement submersible pump for lift station \*
- Lift station stand-by generator \*
- Sewer lift station \*
- Gas detection sensors \*
- Safety harnesses and tripod hoist \*
- Pressure transducer for level control at lift station \*
- Lifting crane
- Manhole lifting tools
- Backhoe
- Lateral inspection camera
- Pipe fitting essentials
- Pipe plugs
- Compressor
- Pedometer
- Marking paint

Methods to ensure adequate equipment and parts are available can be contributed to, long term planning, proper budgeting for replacement parts and equipment, stock replenishment as soon as possible and back up alternatives. The City has established communications with Roto Rooter Sewer Services as an option for emergency cases that may come from situations associated with down equipment.

# **SSMP**

## **Section V Design and Performance Provisions**

1. City of Tehachapi Subdivision and Development Standards
  - A. Division 3 – Standards for Sanitary Sewers
    - \*3.2 – Design Standards
      - 3.2.4 – Sanitary Sewer Main Design
      - 3.2.5 – Sanitary Sewer Main Location, Alignment, Cover, and min size
  - B. Inspection
    - \*Division 3 – Standards for Sanitary Sewers
      - 3.1 – General
        - 3.1.1 – Purpose and Scope
        - 3.1.2 – Enforcement

## **Section VI Overflow Emergency Response Plan**

All aspects are to be followed according to:

1. City of Tehachapi Sanitary Sewer Overflow (SSO) response plan flow chart (Page 4)
2. City of Tehachapi SSO Chain of Communication

# **SSMP**

## **Section VII. F.O.G**

### **1. Legal Authority**

**A. City of Tehachapi municipal code 8.36.060**

#### **1. Subtitle B**

### **2. Purpose**

**A. Prevention of Sewer System Overflows (SSO's)**

#### **1. Communication with local businesses.**

**a. Education and Awareness**

#### **2. Grease trap inspections**

**a. Selection**

**1a. Business licenses**

**b. Equipment**

**-man hole puller**

**-flashlight**

**-digital camera**

**-safety vests**

**-sludge tube**

**-inspection sheet**

**-gloves**

**c. 25% rule**

**-grease and food layer 25% or greater tank depth**

**-grease trap must be pumped out**

**d. Scheduling of inspection**

**-annually for normal operation**

**-quarterly or semi-annually depending on needs**

### **3. Best Management Practices (BMP's)**

**A. Public Awareness**

#### **1. Informative brochures/pamphlets**

**a. good housekeeping**

**b. drain awareness**

**c. quality grease traps**

#### **2. Haulers**

**a. Local**

**-Benz Sanitation (661)822-5273**

**b. Out of town**

**-Valley Pumping Services (661)588-0258**

**B. Preventative Maintenance**

#### **1. Routine inspections**

**a. businesses**

**b. lift stations**

#### **2. Scheduled pump outs**

**a. businesses**

**b. lift stations**

**-auto level controlled pump downs**

**-weekly manual pump downs**

# SSMP

## **Section VII cont...**

### 4. City Standards

The City of Tehachapi updates their Subdivision and Development Standards on a periodic basis. The most recent update was produced in February 2008. These standards (which are ordinance) prohibit the discharge of fats, oils, and greases to the sanitary sewer network. A new Standards update is expected within the next 18 months to address numerous desired changes. The City of Tehachapi anticipates adding design standard information to help guide the public relative to the installation of appropriate grease interceptors in that upcoming standards update.

## **Section VIII System Evaluation and Capacity Assurance**

### *Evaluation:*

At the request of the City of Tehachapi, Boyle Engineering Corporation prepared a hydraulic sewer system model and report in 2005. The purpose of the project was to analyze, in detail, the City's sewer collection system in order to identify key existing and potential future system deficiencies. The hydraulic model was formed using the Bentley software known as SewerCAD and was based upon City atlas and as-built mapping. The report identified several existing deficiencies and projected numerous potential future system deficiencies based upon anticipated development within the City limits. The suggested improvements selected to remedy existing deficiencies have since been constructed. Furthermore, several solutions designed to combat projected deficiencies have also since been constructed. These have been selected based upon where actual development has occurred since the report was completed.

Using the SewerCAD model as a foundation, the City has also undertaken several targeted regional studies. These studies were created in order to identify further needed collection system improvements specific to given regions within the City and to generate a connection fee designed to capture the necessary funds to make these future improvements.

### *Design Criteria:*

The City of Tehachapi Subdivision and Development Standards, most recently updated in February 2008 contain detailed design criteria for determining the size, type, location, and alignment of future sewer lines (among other variables). This design criteria (or a very similar one) was used in the creation of the hydraulic model as the basis for identifying existing and projected deficiencies.

### *Capacity Enhancement Measures:*

The model and standards noted in the above section currently serve as an effective CIP employed to identify, prioritize, and schedule system improvements. Furthermore and from time-to-time, the City evaluates potential significant developments in the model prior to permitting in order to check if individual capacity improvements are needed.

# SSMP

## **Section VIII cont...**

### *Schedule:*

As noted above, the City regularly reviews the schedule of system enhancements based upon actual development. The City also intends to update the SewerCAD model within the next 12 months and every 5-7 years thereafter. Additionally, the City maintains an overall City CIP that is updated annually. The City CIP process is currently being revamped with a revised procedure expected within the next 12 months.

## **Section IX Monitoring, Measurement and Plan Modifications:**

The City of Tehachapi has generated the attached annual SSMP Maintenance Log as part of the preparation of this report. The City will use this log to track the location and cause of the following types of events:

1. General Service Calls – This category will be used for situations involving the response of maintenance personnel to an event based upon a call from the public or some other City department that is not adequately covered by one of the categories noted below.
2. Blockages – In each instance in which maintenance workers respond to a blockage, they will identify the location and cause of the blockage in the log.
3. SSO Events - In each instance in which maintenance workers respond to a sanitary sewer overflow event, they will identify the location and cause of the event in the log.
4. FOG Inspection – This category will be completed as individual sites are inspected under the proposed FOG inspection program.

Furthermore, the City performs regular annual sewer system line cleanings. Using the City sewer atlas maps, maintenance personnel will highlight lines as they are cleaned and indicate the date of the cleaning effort. A new map will be used each year so the City can easily track where cleanings are occurring to ensure that each line within the City is cleaned on a revolving basis.

## **Section X SSMP Program Audits**

The City of Tehachapi Utility Manager shall conduct an internal program audit of the Sewer System Management Plan (SSMP) every two years from the original program implementation date. The audit should include data from the following areas:

- Sewer System Overflows (SSO's)
- SSO remediation and mitigation measures
- Mainline cleaning, inspection and maintenance
- Mainline replacement/improvements
- Lateral cleaning, inspection and maintenance
- Lateral replacement/improvements
- Lift station maintenance/improvements
- Community outreach and education programs

## **Section XI Communication Program**

The City of Tehachapi's SSMP and attachments will be available for viewing at [www.liveuptehachapi.com](http://www.liveuptehachapi.com) or a copy can be requested at City Hall, 115 S. Robinson St., Tehachapi, CA 93561

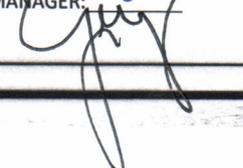




# COUNCIL REPORTS

AGENDA SECTION: ASST CITY MANGER REPORTS

MEETING DATE: OCTOBER 15, 2012

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

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

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

**DATE: OCTOBER 10, 2012**

**SUBJECT: MEMORANDUM OF AGREEMENT WITH KERN COG**

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**BACKGROUND:**

As the Council may be aware, the Kern Council of Governments (Kern COG) included \$25,000 in their Overall Work Program (OWP) for 2012-13, in order to help fund the City of Tehachapi Bicycle Master Plan. This funding is included in Work Element #902.1 – Regional Technical Assistance. In order for the City to receive reimbursement for the cost of developing our Bicycle Master Plan, the Council must adopt a Memorandum of Agreement (MOA) with Kern COG which outlines each jurisdiction's responsibility with regard to the funding assistance.

**FISCAL IMPACT:**

Approving this MOA will allow the City to receive reimbursement for 100% of the costs of the Tehachapi Bicycle Master Plan.

**RECOMMENDATION:**

**APPROVE THE MEMORANDUM OF AGREEMENT WITH THE KERN COUNCIL OF GOVERNMENTS FOR OVERALL WORK PLAN FUNDING OF THE CITY OF TEHACHAPI BICYCLE MASTER PLAN**

**MEMORANDUM OF AGREEMENT BETWEEN  
KERN COUNCIL OF GOVERNMENTS AND  
THE CITY OF TEHACHAPI**

THIS MEMORANDUM OF AGREEMENT, made and entered into this 18th day of October, 2012, by and between the City of Tehachapi (hereinafter "CITY") and Kern Council of Governments, a joint powers entity (hereinafter "KERN COG"),

WITNESSETH

WHEREAS, KERN COG adopted the FY 2012-2013 Overall Work Program and Financial Plan; and

WHEREAS, a portion of the funds programmed for expenditure within Work Element 902.1 includes funding for assisting in development of local land use and circulation elements; and

WHEREAS, the CITY has requested financial assistance for the development of its Tehachapi Bicycle Master Plan; and

WHEREAS, the CITY has agreed to initiate the work necessary to identify issues to be addressed in the development of the aforementioned Bicycle Master Plan; and

WHEREAS, KERN COG is willing to provide the funding necessary from funds programmed for such programs during FY 2012-2013.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY shall be the lead agency for the development of the Tehachapi Bicycle Master Plan (hereinafter the "Plan").
2. KERN COG shall reimburse CITY from funds programmed for technical assistance in an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for costs incurred by CITY in developing the Plan.
3. CITY shall complete all work on the Plan no later than one year from the date of this agreement unless an extension of time is granted in writing by KERN COG.
4. CITY shall allow KERN COG staff to review the Request for Proposal, if any, for consulting services prior to its distribution. In addition, CITY shall allow KERN COG staff to review the contract for the development of the Plan with the CITY's consultant prior to execution of said contract by the CITY and its consultant.
5. CITY shall submit one (1) invoice to KERN COG upon completion and acceptance of the Plan by KERN COG. Requisition for payment shall refer to Work Element No. 902.1, or as may be specified in a written notice by KERN COG. Specific budget category detail is given below:
  - A. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
  - B. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65.00/day meals; \$225.00/day accommodations) and mileage rates (\$.55/mile) payable to KERN COG employees. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

6. Either party may, at its sole discretion, terminate this Agreement at any time by giving thirty (30) days written notice to that effect to the other party. In such event, CITY shall be paid for any work satisfactorily completed prior to the effective termination date.
7. CITY shall indemnify, defend (upon written request of KERN COG) and hold harmless KERN COG, its officers, agents and employees from any and all losses, damages, liability, claims or causes of action of every nature whatsoever for physical damage to or destruction of property, including the property of KERN COG, or physical injury to or death of any person or persons, including KERN COG's officers, agents and employees, which may arise out of any act or omission of the CITY, its officers, agents, independent contractors or employees during the performance of this Agreement.
8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.
10. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California with venue in Kern County.
12. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

TO KERN COG:           Ahron Hakimi, Executive Director  
                                  Kern Council of Governments  
                                  1401 19th Street, Suite 300  
                                  Bakersfield, CA 93301

TO CITY:                 Christopher Kirk, Assistant City Manager  
                                  City of Tehachapi  
                                  115 S. Robinson Street  
                                  Tehachapi, CA 93561

13. The individual executing this Agreement on behalf of each party warrants that he/she is authorized to execute the Agreement on behalf of his/her agency and that the agency will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written.

KERN COUNCIL OF GOVERNMENTS

CITY OF TEHACHAPI

---

Harold Hanson, Chair

---

Ed Grimes, Mayor  
City of Tehachapi  
"CITY"

"KERN COG"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

---

Ahron Hakimi, Executive Director  
Kern Council of Governments

---

Christopher Kirk, Assistant City Mgr.  
City of Tehachapi

APPROVED AS TO FORM:

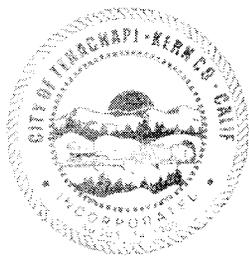
APPROVED AS TO FORM:

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Deputy, Kern County Counsel  
For KERN COG

---

Counsel  
City of Tehachapi



# COUNCIL REPORTS

AGENDA SECTION: ASST CITY MANGER REPORTS

MEETING DATE: OCTOBER 15, 2012

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signatures over the form]*

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

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

**DATE: OCTOBER 8, 2012**

**SUBJECT: PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION**

---

**BACKGROUND:**

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Tehachapi Blvd Phase IV Project in downtown Tehachapi. According to Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement.

Attached to this report is Program Supplement Agreement No. 015-N for the Tehachapi Blvd Phase IV Project as well as a Resolution authorizing the City Manager to execute same. This is a necessary step that must occur in order to receive federal reimbursement for any funds expended on the construction of this project.

**RECOMMENDATION:**

**ADOPT RESOLUTION, AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 015-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AIR PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. STPL-5184(017)**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 015-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. STPL-5184 (017)**

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act of 1991 to fund programs which include, but are not limited to, the Surface Transportation Program (RSTP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Activities Program (TEA), and the Bridge Replacement and Rehabilitation Program (HBRR)(collectively "the Programs"); and

WHEREAS, The legislature of the State of California has enacted legislation by which certain Federal funds may be available for use on local transportation facilities of public entities qualified to act a recipients of these federal funds in accordance with the intent of Federal Law; and

WHEREAS, before Federal-aid will be made available for a specific project, the City of Tehachapi (Administering Agency) and the California Department of Transportation (Caltrans) are required to enter into an agreement relative to prosecution of said project and maintenance of the completed facility; and

WHEREAS, the ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, (Master Agreement) has no force or effect with respect to any Program project unless and until a project-specific Program Supplement to this Master Agreement has been executed;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the City Manager of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. 015-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, FOR PROJECT NO. STPL-5184 (017), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 15<sup>th</sup> day of October, 2012.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
DENISE JONES, City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on October 15, 2012.

\_\_\_\_\_  
DENISE JONES, City Clerk  
City of Tehachapi, California

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3151  
Fax (916) 653-7621



September 25, 2012

File : 09-KER-0-THPI

STPL-5184(017)

Tehachapi Boulevard from  
approximately 1,000 west of  
Mountain View Avenue to Mill Street

Mr. Gregg Garrett  
City Manager  
City of Tehachapi  
115 South Robinson St.  
Tehachapi, CA 93561

Attn: Mr. Christopher Kirk

Dear Mr. Garrett:

Enclosed are two originals of the Program Supplement Agreement No. 015-N to Administering Agency-State Agreement No. 09-5184R.

**Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.**

Please review the covenants and sign both copies of this Agreement and return both to this office, Office of Project Implementation - MS1 within 60 days from the date of this letter. If the signed Agreements are not received back in this office within 60 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. Attach your local agency's certified authorizing resolution that clearly identifies the project and the official authorized to execute the agreement. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in blue ink that reads "Barry Leaming".

*for* BARRY LEAMING, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(09) DLAE - Ryan Dermody

RECEIVED

SEP 27 2012

CITY OF TEHACHAPI

**PROGRAM SUPPLEMENT NO. N015**  
to  
**ADMINISTERING AGENCY-STATE AGREEMENT**  
**FOR FEDERAL-AID PROJECTS NO 09-5184**

**Adv Project ID**                      **Date:** September 13, 2012  
0912000072                      **Location:** 09-KER-0-THPI  
**Project Number:** STPL-5184(017)  
**E.A. Number:** 09-955173  
**Locode:** 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. \_\_\_\_\_ approved by the Administering Agency on \_\_\_\_\_  
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

**PROJECT LOCATION:**

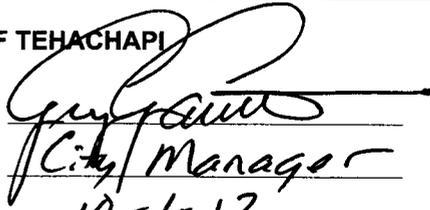
Tehachapi Boulevard from approximately 1,000 west of Mountain View Avenue to Mill Street

**TYPE OF WORK:** Road rehabilitation

**LENGTH:** 0.7(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L24E		LOCAL	OTHER
\$227,700.00		\$201,582.00	\$26,118.00	\$0.00

CITY OF TEHACHAPI

By   
Title City Manager  
Date 10-1-12  
Attest \_\_\_\_\_

STATE OF CALIFORNIA  
Department of Transportation

By \_\_\_\_\_  
Chief, Office of Project Implementation  
Division of Local Assistance  
Date \_\_\_\_\_

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee                      Date 9/19/12                      \$201,582.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT



**SPECIAL COVENANTS OR REMARKS**

1. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if

**SPECIAL COVENANTS OR REMARKS**

PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

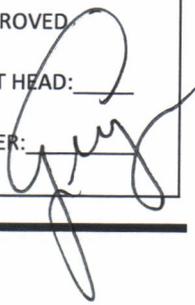
6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).



# COUNCIL REPORTS

**AGENDA SECTION: CITY MANAGER REPORTS**

**MEETING DATE: OCTOBER 15, 2012**

APPROVED:	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

---

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

**FROM: GREG GARRETT, CITY MANAGER**

**DATE: OCTOBER 10, 2012**

**SUBJECT: AMENDMENT OF THE CITY'S CONTRACT WITH CALPERS**

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## **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**

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**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 15<sup>th</sup> 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 15, 2012.

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

Published: \_\_\_\_\_



## EXHIBIT

California  
Public Employees' Retirement System

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# AMENDMENT TO CONTRACT

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

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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