

## 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  
Monday, March 4, 2013 - 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, MARCH 4, 2013 - 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.  
Tehachapi City Council Unassigned Ord. No.  
Tehachapi Redevelopment Successor Agency Unassigned Res. No.  
Tehachapi Public Financing Authority Unassigned Res. No.

- \*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 February 19, 2013 - **APPROVE AND FILE**

**FINANCE DIRECTOR REPORTS**

- \*4. Disbursements, bills, and claims for February 13, 2013 through February 27, 2013 – **AUTHORIZE PAYMENTS**

**AIRPORT MANAGER REPORTS**

5. On January 14, 2013 Airport Staff submitted a Transit Security Grant application to provide security/safety lighting and pedestrian emergency exit gates at the parking facility provided for Kern Regional Transit. On January 25, 2013 the California Emergency Management Agency responded with a Notification of Project Eligibility approving funding for the project in the amount of \$11,268 – **APPROVE THE PROPOSED RESOLUTION AUTHORIZING ACTION NECESSARY TO OBTAIN CTS GP FUNDS FROM CALEMA AND TO INSURE COMPLIANCE WITH ASSURANCES AND FEDERAL AND STATE LAWS**

**POLICE CHIEF REPORTS**

6. **HEARING** - On August 14, 2012 Council authorized City staff to contract with Service Team Professionals for a major public nuisance abatement at 111 West D Street. The work performed by Service Team Professionals was completed in September 2012 at a cost of \$33,073.29 and additional landscape to complete the project at a cost of \$2,542.01 was performed by City staff. The property has since been billed for the costs but failed to pay. City staff would now like to obtain approval to file a lien against the property for the cost of the abatement and to place the cost on the property tax roll for the property to recover the abatement costs – **OPEN HEARING; NOTICE OF HEARING TO PROPERTY OWNER AND CORRESPONDENCE; RECEIVE STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; APPROVE THE ABATEMENT COST REPORT, AUTHORIZE STAFF TO FILE A LIEN AGAINST THE PROPERTY FOR THE ABATEMENT COST AND PLACE THE COST ON THE PROPERTY TAX ROLL**

### CITY ENGINEER REPORTS

- \*7. At the meeting held on February 4, 2013 and February 19, 2013, the City Council approved staff to begin work on a grant application to the Department of Water Resources under the Integrated Regional Water Management Plan designed to connect the City's Snyder Well with the TCCWD non-potable water system and authorized \$20,000 for a consultant, of which, 50% will be repaid by TCCWD under the first cost sharing agreement. Staff also indicated that a further cost sharing agreement would be necessary to link all five project proponents to the overall grant application - **APPROVE THE AGREEMENT BETWEEN THE CITY AND TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT TO SHARE PRELIMINARY COSTS OF THE OVERALL DEPARTMENT OF WATER RESOURCES GRANT APPLICATION**
  
- \*8. Over a year ago the City acquired the property located at 220 West C Street for the purpose of converting it to a new police headquarters. Following the property purchase, a surveying error was discovered from some unknown date prior that left a 3-4 inch gap between the building and the adjacent semi-elevated parking area. In order to remedy this error it has been recommended to merge the parcels together – **APPROVE THE CITY ENGINEER TO COMPLETE THE REQUIRED CERTIFICATE OF COMPLIANCE AND RECORD THE NECESSARY DOCUMENTS TO MERGE THE TWO PROPERTIES LOCATED AT 220 WEST C STREET**

### ASSISTANT CITY MANAGER REPORTS

- 9. While the City has had an adopted EOP for several decades, it has taken many different forms which have been dictated by State and Federal regulations. Current guidelines for plan development are given through the National Incident Management System (NIMS) and these guidelines must be met to receive disaster funding before and after a disaster. This newly updated plan continues to be a very practical tool for managing large scale emergencies that staff believes will be useful for many years to come – **PRESENTATION; RECEIVE AND FILE THE UPDATE OF THE CITY EMERGENCY OPERATIONS PLAN DATED JANUARY 2013**

### CITY ATTORNEY REPORTS

- \*10. The annual spring conference for city attorneys is scheduled for May 8-10 in Napa, California. The registration is \$595.00 and the hotel room for one (1) night is \$179.00 plus tax and fee for a total of \$242.30. This is the annual opportunity for city attorneys to receive updates on the latest cases affecting cities in the whole range of city legal services and to hear from other city attorneys about issues and techniques faced and used by city attorneys. It is requested that you pay one-third (1/3) of the cost or \$279.00 - **AUTHORIZE CITY ATTORNEY TO ATTEND ATTORNEYS' SPRING CONFERENCE AT A COST NOT TO EXCEED \$279.00.**

### CITY MANAGER REPORTS

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, MARCH 4, 2013 - 6:00 P.M. - PG. 4**

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**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

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

**CLOSED SESSION**

1. Conference with legal counsel regarding claim filed by the Broome Family Trust per Government Code Section 54956.9(b)

**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  
Tuesday, February 19, 2013 – 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

<u>CALL TO ORDER</u>	
Meeting called to order by Mayor Smith at 6:00 p.m.	
<b><u>ROLL CALL</u></b>	
Roll call by Deputy City Clerk Ashley Whitmore	
Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers, Grimes, Nixon and Vachon	
Absent: None	
<b><u>INVOCATION</u></b>	
By Pastor Russ Lawson of the Church of Christ	
<b><u>PLEDGE TO THE FLAG</u></b>	
Led by Council Member Ed Grimes	
<b><u>CONSENT AGENDA</u></b>	
Approved consent agenda	Approved Consent Agenda Ni/Wi Ayes All
<b><u>AUDIENCE ORAL COMMUNICATIONS</u></b>	
1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> <li>a. Judy B. and Danielle Reveille from the Tehachapi Senior Center thanked the City for their efforts repairing the Senior Center following the water leak.</li> <li>b. William Nelson spoke regarding public safety concerns.</li> <li>c. James Wilhelm spoke regarding the condition of the roads in the city and around the city.</li> <li>d. Ryan Rush, new field representative for Zack Scrivner, introduced himself.</li> </ol>	

**CITY CLERK REPORTS**

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

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

\*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on February 4, 2013 - **APPROVED AND FILED.**

Approved & Filed  
 Ni/Wi Ayes All

**FINANCE DIRECTOR REPORTS**

\*4. Disbursements, bills, and claims for January 31, 2013 through February 13, 2013 –**AUTHORIZED PAYMENTS.**

Authorized Payments  
 Ni/Wi Ayes All

\*5. City of Tehachapi Treasurer’s Report through January 2013 – **RECEIVED REPORT.**

Received Report  
 Ni/Wi Ayes All

6. **PUBLIC HEARING** – As part of the annual Public Transit Claim for Transportation Development Act funding, it is necessary to conduct a public hearing to receive public testimony concerning the transit needs within the City. Currently, the City of Tehachapi provides a transit service named Dial-A-Ride, through Kern Regional Transit. The average cost per rider from July 2011 to June 2012 is \$23.61 and the subsidized cost per rider during the same period is \$22.82 – **MAYOR SMITH OPENED THE PUBLIC HEARING AT 6:14 P.M.; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT FROM CHARLES WHITE REGARDING DIAL-A-RIDE AND THE 24 HR RESERVATION REQUIREMENT TO USE SERVICES. HE ALSO STATED THAT HE UNDERSTANDS THAT A HIGHER FEE WOULD NOT DEFRAY THE COST BUT THAT SATURDAY SERVICE IS AN UNMET NEED AT THIS TIME; CLOSED HEARING AT 6:18 P.M. HANNAH CHUNG, FINANCE DIRECTOR, STATED THAT THE SATURDAY OPTION IS IN DISCUSSION AND PLANNED FOR THE FUTURE; ADOPTED RESOLUTION 05-13 FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY**

Adopted Res. 05-13 Finding That There Are No Unmet Transit Needs That Are Reasonable To Meet Within The City  
 Wi/Ni Ayes All

7. The Board of Directors must adopt a resolution to approve a Cooperative Agreement for Advance and Reimbursement of Administrative, Overhead and Other Expenses between the City and the Successor Agency to the Tehachapi Redevelopment Agency. The Cooperative Agreement provides for the Successor Agency to use the City’s staff, facilities, and other resources for the administration and operations of the Successor Agency, for the City to make loans pursuant to Health and Safety Code Section 34173(h), and for the Successor Agency to reimburse the City for such loans and advances, including the advance for \$953,475.59. – **ADOPTED RESOLUTION 01-13 APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE SUCCESSOR AGENCY**

Adopted Res. 01-13 Approving The Cooperative Agreement Between The City & The Successor Agency  
 Va/Wi Ayes All

8. The City Council must adopt a resolution to approve a Cooperative Agreement for Advance and Reimbursement of Administrative, Overhead and Other Expenses between the City and the Successor Agency to the Tehachapi Redevelopment Agency. The Cooperative Agreement provides for the Successor

Adopted Res. 06-13 Approving The Cooperative Agreement Between The City & the Successor Agency  
 Va/Wi Ayes All

Agency to use the City’s staff, facilities, and other resources for the administration and operations of the Successor Agency, for the City to make loans pursuant to Health and Safety Code Section 34173(h), and for the Successor Agency to reimburse the City for such loans and advances, including the advance for \$953,475.59. – **ADOPTED RESOLUTION 06-13 APPROVING THE COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE SUCCESSOR AGENCY**

9. Annual financial report for the year ended June 30, 2012 - **RECEIVE REPORT**

NAT

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

10. **PUBLIC HEARING** - Appeal of a Planning Commission decision approving Architectural Design and Site Plan Review No. 2012-02 Revision No. 1 to construct a 72 room, three (3) story non-franchise hotel measuring 25,319 sq. ft. on a 1.06 acre site, located in the Capital Hills Business Park; north and adjacent to Capital Hills Parkway, east of Magellan Drive and west of Challenger Drive. – **COUICLMEMBER VACHON RECUSED HERSELF AND STEPPED DOWN FROM THE PODIUM AT 6:26 P.M. DUE TO A PERCEPTION OF A CONFLICT. OPENED HEARING AT 6:27 P.M.; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE RECEIVED FROM:**

- A) **MITCH LATTING, VICE PRESIDENT REGION 3 FROM CALIFORNIA PILOTS ASSOCIATION IN FAVOR OF APPEAL**
- B) **KEN HETGE APPEAL APPLICANT**
- C) **MICHAEL W. TREFETHEN, IN FAVOR OF THE APPEAL**
- D) **MIKE LERNER, IN FAVOR OF APPEAL**
- E) **PIERRE HARTMAN, IN FAVOR OF APPEAL**
- F) **WILLIAM NELSON, IN FAVOR OF APPEAL**
- G) **BILL DUNN, VICE PRESIDENT AIRPORT ADVOCACY, IN FAVOR OF APPEAL APPEAL APPLICANT, KEN HETGE, SPOKE IN FAVOR OF THE APPEAL. PROJECT APPLICANT STATED HE HAD NO COMMENTS**

**RECEIVED PUBLIC COMMENT FROM:**

- A) **PIERRE HARTMAN WHO SPOKE IN FAVOR OF THE APPEAL**
- B) **JAMES WILHELM WHO SPOKE IN FAVOR OF THE APPEAL**
- C) **WILL NELSON SPOKE IN FAVOR OF THE APPEAL**
- D) **MARK TWITCHER WHO SPOKE IN FAVOR OF THE APPEAL**
- E) **PAUL SCHAOTZEL WHO SPOKE IN FAVOR OF THE APPEAL**
- F) **ED MCCADE WHO SPOKE IN FAVOR OF THE APPEAL**
- G) **MICHAEL TREFETHEN WHO SPOKE IN FAVOR OF APPEAL**
- H) **MIKE LERNER WHO SPOKE IN FAVOR OF THE APPEAL**
- I) **BOB MEYER WHO SPOKE IN FAVOR OF THE APPEAL**
- J) **GEORGE SANDY WHO SPOKE AGAINST APPEAL**

**CLOSED HEARING AT 7:20 P.M. COUNCILMEMBER COMMENTS AND DISCUSSION RECEIVED FROM MAYOR SMITH, COUNCILMEMBER NIXON AND COUNCILMEMBER WIGGINS; ADOPTED RESOLUTION 07-13 DENYING THE APPEAL FILED BY KENNETH R. HETGE OF THE PLANNING COMMISSION DECISION TO APPROVE ARCHITECTURAL DESIGN AND SITE PLAN REVIEW NO 2012-02 REVISION NO 1 AND TO UPHOLD THE PLANNING COMMISSIONS DECISION TO APPROVE THE ARCHITECTURAL DESIGN AND SITE PLAN REVIEW NO 2012-02 REVISION NO 1 SUBJECT TO THE CONDITIONS OF APPROVAL**

**Adopted Res. 07-13 Denying Appeal Filed by Kenneth Hetge Of The Planning Commission Decision To Approve Architectural Design & Site Plan Review No. 2012-02 Revision No. 1 & To Uphold The Planning Commissions Decision To Approve The Architectural Design & Site Plan Review No. 2012-02 Revision No. 1 Subject To The Conditions Of Approval  
 Wi/Ni Motion Carries  
 1 Abd: Va**

Mayor smith called for a short recess at 7:45 p.m.  
 Mayor smith called meeting back to order at 7:50 p.m. and Councilmember Vachon returned to her seat.

**CITY ENGINEER REPORTS**

11. As part of the City’s continuing efforts to maintain the Municipal Airport as a safe and viable asset, City Staff is regularly engaged in capital project planning. For this coming year, we have a project that consists of the relocation and reconstruction of the main parallel taxiway to meet current FAA standards. The procedure going forward is to submit a placeholder application to the FAA for grant funding – **PUBLIC COMMENTS RECEIVED FROM MIKE TREFETHEN REGARDING FLIGHT SAFETY. AUTHORIZED STAFF TO FINALIZE AND SUBMIT THE PLACEHOLDER APPLICATION FOR THE PROPOSED TAXIWAY A RELOCATION PROJECT**

Authorized Staff To Finalize & Submit The Placeholder Application For The Proposed Taxiway A Relocation Project  
 Gr/Va Ayes All

12. At a meeting held on February 4, 2013, the City Council approved staff to begin work on a grant application to the Department of Water Resources under the Integrated Regional Water Management Plan designed to connect the City’s Snyder Well with the Tehachapi Cummings County Water District non-potable water system. The Council authorized \$20,000 for that purpose and additionally, staff indicated that a City/TCCWD cost sharing agreement was in the works to split the expense on a 50/50 basis – **APPROVED THE AGREEMENT TO SHARE PRELIMINARY COSTS OF THE SNYDER WELL PROJECT**

Approved Agreement To Share Preliminary Costs Of The Snyder Well Project  
 Ni/Va Ayes All

\*13. As the Council will recall, the City of Tehachapi entered into a contract with Kern Pacific Construction, for the Tehachapi Boulevard Improvements Project, Phase IV. Following a walk-through by City Staff, and completion of all “punch list” items by the contractor, it has been determined that all contract items have been completed – **APPROVED THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE IV AND DIRECTED STAFF TO RECORD SAME**

Approved Notice Of Completion For The Tehachapi Boulevard Improvements Project Phase IV & Directed Staff To Record Same  
 Ni/Wi Ayes All

**CITY MANAGER REPORTS**

14. City participation in the Employment Risk Management Authority – City Staff has determined that it is in the best interest of the City to become a member of the Employment Risk Management Authority (ERMA) for the purpose of obtaining Employment Practices Liability Coverage - **ADOPTED RESOLUTION 08-13 AUTHORIZING PARTICIPATION IN THE EMPLOYMENT RISK MANAGEMENT AUTHORITY**

Adopted Res. 08-13 Authorizing Participation In The Employment Risk Management Authority  
 Wi/Gr Ayes All

15. After review of the Adopt-A-Landscape program fee schedule, staff would recommend to Council that a new fee schedule be approved dropping the current fees by 50%. This will allow for more businesses, organizations, families and individuals to participate in the program – **APPROVED THE UPDATED ADOPT-A-LANDSCAPE FEE SCHEDULE**

Approved Updated Adopt-A-Landscape Fee Schedule  
 Gr/Va Ayes All

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

NAT

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Nixon reminded the public that starting next Tuesday she will be available to the public the 4<sup>th</sup> Tuesday of every month for Coffee with Kim.

**CLOSED SESSION**

1. Conference with legal counsel regarding claims filed by Peter Graf and Rick Disney per Government Code Section 54956.9(b)
2. Conference with legal counsel regarding claim filed by the Broome Family Trust per Government Code Section 54956.9(b)

Rejected Peter Graff and Rick  
Disney claims to the extent  
timely  
Gr/Ni Ayes All

**ADJOURNMENT**

The City Council/Boards adjourned at 8:10 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, March 4, 2013, at 6:00 p.m.

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Julie Drimakis, CMC  
City Clerk, City of Tehachapi

Approved this 4<sup>th</sup> day  
Of March, 2013.

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PHILIP SMITH  
Mayor, City of Tehachapi

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 2/27/2013 - 3:27 PM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0015	211 Praxair Distribution Inc.	
45085854		PW/acetylene	127.59
			<hr/> 127.59
Check No:	0	Check Date:	
Vendor:	0017	American Business Machines	
165859		PD/toner	8.00
			<hr/> 8.00
Check No:	0	Check Date:	
Vendor:	0020	American Water Works Association	
012913 1		Wtr/membership dues/TBrown	238.00
012913 2		Wtr/membership dues/TMacias	238.00
			<hr/> 476.00
Check No:	0	Check Date:	
Vendor:	0027	Atco International	
117165		Swr/buckaroo/aroma pack-a	1,161.20
117165 UT		Use tax	-81.02
			<hr/> 1,080.18
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories, Inc.	
136857		Swr/samples/WWTP headworks	270.00
137812		Wtr/samples/Dennison Well/Fair Oak/Wahlstrom	50.00
137812 2		Wtr/samples/Dennison Well/Fair Oak/Wahlstrom	36.00
138221		Wtr/samples/East I/West D/Canyon dr/Minton W	50.00
138221 2		Wtr/samples/East I/West D/Canyon dr/Minton W	36.00
138242		Wtr/samples/Mojave & Dennison Wells	30.00
138380		Wtr/samples/Curry Resv	15.00
138452		Swr/samples/WWTP headworks	255.00
138493		Wtr/samples/Curry Resv	15.00
138584		Wtr/samples/Mojave & Dennison Wells	30.00
138679 1		Wtr/samples/Mulberry/Curry Resv-Well	75.00
138679 2		Wtr/samples/Mulberry/Curry Resv-Well	36.00
138828		Wtr/samples/Mojave & Dennison Wells	30.00
138829		Wtr/samples/Curry Resv	15.00
138920		Swr/samples/WWTP headworks	255.00
139167		Wtr/samples/Mojave & Dennison Wells	30.00
139168		Wtr/samples/Curry Resv	15.00
139212		Swr/samples/WWTP headworks	255.00
139473		Wtr/samples/Oakwood/Brentwood/Pinon & Moj	50.00
139473 2		Wtr/samples/Oakwood/Brentwood/Pinon & Moj	36.00
139495		Swr/samples/WWTP headworks	255.00
139613		Wtr/samples/Mojave & Dennison Wells	30.00

			1,869.00
Check No:	0	Check Date:	
Vendor:	0061	BSK Associates	130.00
A303125		Swr/analysis/storm water	
			130.00
Check No:	0	Check Date:	
Vendor:	0101	Central San Joaquin Valley RMA	
0249 1		Workers Comp-Finance	22.65
0249 10		Workers Comp - City Clerk	6.48
0249 11		Workers Comp - Treasurer	2.77
0249 12		Workers Comp - Streets	165.50
0249 13		Workers Comp - Refuse	22.19
0249 14		Workers Comp - Water Distr.	757.25
0249 15		Workers Comp - WWTP	525.17
0249 16		Workers Comp - Transit	6.48
0249 17		Workers Comp - Airport	269.98
0249 2		Workers Comp - PW	288.48
0249 3		Workers Comp-Gen Gov	174.75
0249 4		Workers Comp - Landscape	90.61
0249 5		Workers Comp - Construction	328.23
0249 6		Workers Comp - Comm Dev.	153.02
0249 7		Workers Comp - IT	25.89
0249 8		Workers Comp - Police	1,768.76
0249 9		Workers Comp - Council	14.79
			4,623.00
Check No:	0	Check Date:	
Vendor:	0130	DFM Associates	
02132013		CC/2013 California Elections code	53.75
			53.75
Check No:	0	Check Date:	
Vendor:	0155	FedEx	
794539612670		CD/2day/packaging	14.47
794674155125		CD/2day/tube	16.78
			31.25
Check No:	0	Check Date:	
Vendor:	0218	Jim's Supply Company, Inc.	
551734		Swr/blk pipe	1,011.92
553496		Swr/blk pipe	111.80
			1,123.72
Check No:	0	Check Date:	
Vendor:	0241	Kern Bros. Trucking, Inc.	
62491		Wtr/k-33 material	1,227.73
			1,227.73
Check No:	0	Check Date:	
Vendor:	0260	Liebert Cassidy Whitmore	
161443		GG/general/legal services-extra ordinary	644.00
			644.00
Check No:	0	Check Date:	
Vendor:	0263	Lebeau, Thelen, LLP	

20	GG/legal services-Walmart	16,587.00
4	GG/legal services-extra ordinary	1,026.00
		<hr/>
		17,613.00
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140147813	Swr/dust mop/mats	35.09
		<hr/>
		35.09
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	
2116801	Strt/rolloff service/Valley Blvd	1,343.23
2119951	PW/3yd bin/800 Enterprise Way	129.96
2120336	Swr/storage container/800 Enterprise Way	85.00
2122029	PW/rolloff service/800 Enterprise Way	429.42
2122036	Strt/rolloff service/Valley Blvd	1,883.60
		<hr/>
		3,871.21
Check No:	0 Check Date:	
Vendor:	0310 Willdan Financial Services	
010-19951	GG/2007 tax allocation bonds	2,250.00
		<hr/>
		2,250.00
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0259344	PW/fuel	496.15
0259478	PW/fuel	1,635.26
0259675	PW/fuel	794.83
0259900	PW/fuel	1,699.82
		<hr/>
		4,626.06
Check No:	0 Check Date:	
Vendor:	0373 Thomas F. Schroeter, Attorney @ Law	
0220131	GG/legal srvc/Jan 29 through Feb 25 2013	5,202.00
0220132	A/legal srvc extra/Jan 29 through Feb 25 2013	228.00
0220133	Rfs/legal srvc extra/Jan 29 through Feb 25 2013	36.00
0220134	Wtr/legal srvc extra/Jan 29 through Feb 25 2013	2,466.00
0220135	PERSM1 Empl Contributions Jan 29 through F	-155.97
		<hr/>
		7,776.03
Check No:	0 Check Date:	
Vendor:	0378 Sensus USA	
ZA13015194	Wtr/system support program renewal	1,581.77
		<hr/>
		1,581.77
Check No:	0 Check Date:	
Vendor:	0426 Tehachapi-Cummings County Water District	
10724700	Water usage/service chrg/Benz san	54.50
19638200 013113	Service chrg/Landscaping	4.50
2324300 013113	Service chrg/Henway	4.50
324370 013113	Service chrg/Median	4.50
34854300 013113	Service chrg/Warrior Park	4.50
39673800 013113	Service chrg/Chemtool	4.50
577657	Water usage/service chrg/TUSD	18.08
		<hr/>
		95.08
Check No:	0 Check Date:	

Vendor:	0441	Vulcan Materials Company	
278939		Wtr/st 1/2"	359.64
			<hr/>
			359.64
Check No:	0	Check Date:	
Vendor:	0471	West Payment Center	
826439340		CD/subscription renewal	362.51
			<hr/>
			362.51
Check No:	0	Check Date:	
Vendor:	0476	WITTS Everything for the Office	
126221-0		GG/panel wall hook	6.85
126288-0		GG/antimicro soap/paper ink crt	58.13
126296-0		CD/credenza/file cabinet/bridge	1,319.51
126297-0		A/bookcase/mobile ped file	680.30
126359-0		GG/phaser 5500 printer drum	404.79
126376-0		CD/hang folders	30.10
601030-0		PW/corrcrn tape	12.89
602070-0		Cnstrct/clipboard/mouse opt	79.28
			<hr/>
			2,591.85
Check No:	0	Check Date:	
Vendor:	0478	Zee Medical Service	
619142		Swr/firts aid supplies	47.89
619143		PW/first aid supplies	101.21
619144		Wtr/first aid supplies	108.30
			<hr/>
			257.40
Check No:	0	Check Date:	
Vendor:	0485	McMaster-Carr Supply Company	
44964640		Swr/fiberglass panel air filters	80.60
46066804		Swr/basket strainer 316 SSteel	549.75
			<hr/>
			630.35
Check No:	0	Check Date:	
Vendor:	0498	Interstate Battery System	
84563		PW/finance charge	1.64
			<hr/>
			1.64
Check No:	0	Check Date:	
Vendor:	0503	Coastline Equipment	
103521		Wtr/backhoe parts/tooth & freight chrg	32.24
			<hr/>
			32.24
Check No:	0	Check Date:	
Vendor:	0509	Safety-Kleen Systems, Inc.	
59951189		PW/parts washer solvent/fuel surcharge/extender	325.34
			<hr/>
			325.34
Check No:	0	Check Date:	
Vendor:	0525	All American Tire & Service Center LLC.	
35148		Cnstrct/tire repair	10.00
			<hr/>
			10.00
Check No:	0	Check Date:	
Vendor:	0543	BSE Rents	
557023		Strt/boom lift rental	181.62

557150	Wtr/propane fuel	14.15
557433	PW/air hose	81.11
557470	Wtr/replace lens/weld goggles lift cover shade	16.80
		<hr/>
		293.68
Check No:	0 Check Date:	
Vendor:	0567 Microflex	
1333505 1	Swr/safegrip gloves	259.58
1333505 2	Swr/safegrip gloves	259.59
		<hr/>
		519.17
Check No:	0 Check Date:	
Vendor:	0689 Pioneer True Value Home Center	
62004	PW/12 padlocks	154.67
62035	PW/2" pvc/tee/90 deg ell/adapter/pvc cement/pri	53.94
62082	Wtr/1 yard concrete w/rental	229.00
62084	Wtr/deposit return cover for car	-100.00
		<hr/>
		337.61
Check No:	0 Check Date:	
Vendor:	0817 Kimball Midwest	
2835968	PW/misc. hardware/cleaner	665.94
		<hr/>
		665.94
Check No:	0 Check Date:	
Vendor:	0832 ACWA/JPIA	
0320131	Medical Benefit	67,076.04
0320132	Dental Benefit	7,500.20
0320133	Vision Benefit	861.91
0320134	Life/AD&D Benefit	1,263.08
		<hr/>
		76,701.23
Check No:	0 Check Date:	
Vendor:	0956 League of California Cities	
126257	GG/membership dues Year 2013/GGarrett	6,057.70
		<hr/>
		6,057.70
Check No:	0 Check Date:	
Vendor:	1034 Hinderliter deLlamas & Associates	
0020564	GG/sales tax 1st Qtr/Audit service sales tax	1,104.43
		<hr/>
		1,104.43
Check No:	0 Check Date:	
Vendor:	1286 M&M's Sports Uniforms & Embroidery	
27744	PD/tailoring/sew patches	12.09
		<hr/>
		12.09
Check No:	0 Check Date:	
Vendor:	1394 Applied Industrial Technologies	
86262084	PW/kwik cut drills	299.67
		<hr/>
		299.67
Check No:	0 Check Date:	
Vendor:	1441 Grainger	
9053931524	Swr/precision weight	91.27
		<hr/>
		91.27

Check No:	0	Check Date:		
Vendor:	1505	Benz Construction Services		
2121126		PW/toilet service/rental/800 Enterprise Way		55.02
				<hr/>
				55.02
Check No:	0	Check Date:		
Vendor:	1506	San Joaquin Safety Shoes		
59342		PW/annual safety shoes/PCowan		150.49
60034		Lndscp/annual safety shoes/exchange/JIngraham		32.60
60038		Swr/annual safety shoes/JParks		182.74
				<hr/>
				365.83
Check No:	0	Check Date:		
Vendor:	1801	HD Supply Waterworks, LTD		
6039833		Wtr/meters		1,457.25
6065659		Wtr/backflow w/ball valves		376.25
6092482		Wtr/brass 90 ell/ball valve		79.79
6119681		Wtr/utility box/lid		251.98
6135779		Wtr/drop-in oval mtr wsh/flag		620.66
6135798		Wtr/ip sad epoxy		57.98
6135980		Wtr/backflow w/ball valves		376.25
6143859		Wtr/bilge pump w/6' hose		225.75
6143967		Wtr/pvc bush/cplg		20.43
6150978		Wtr/adpt/pvc trd plg mipt		-37.65
6157660		Wtr/4 bell jt clamp/od range		206.40
6158260		Wtr/galv 90 el/union/nppl		90.33
6158265		Wtr/ip tap		295.63
6170558		Wtr/meter		728.63
6197477		Wtr/steel guard post		175.23
620043		Wtr/galv 90 ell/bend/nppl		1,101.20
				<hr/>
				6,026.11
Check No:	0	Check Date:		
Vendor:	1860	Kern County Waste Management Dept.		
180488715		Wtr/scrap concrete		10.00
180500691		Sump Maint/demolition waste		21.80
				<hr/>
				31.80
Check No:	0	Check Date:		
Vendor:	1865	Kern EDC		
5322		CD/Public Semi annual investment		7,500.00
				<hr/>
				7,500.00
Check No:	0	Check Date:		
Vendor:	1866	Bear Valley CSD		
03012013		PD/dispatch service/March 2013		35,381.95
				<hr/>
				35,381.95
Check No:	0	Check Date:		
Vendor:	1982	SSD Systems		
986784		A/burglar alarm services		186.00
DVF7501/21 1		Wtr/installation deposit/conduit		2,244.50
DVF7501/21 2		Swr/installation deposit/conduit		2,244.50
DVF7501/21 3		Wtr/installation deposit/cellular		1,394.50
DVF7501/21 4		Swr/installation deposit/cellular		1,394.50
				<hr/>
				7,464.00

Check No:	0	Check Date:		
Vendor:	2047	Fred C. Gilbert Company		
578577		Swr/1" poly tank adapter		19.66
				<hr/>
				19.66
Check No:	0	Check Date:		
Vendor:	2053	Burtch Construction, Inc.		
02012013		Tract 6216 imprvmnts prjet(REBID)/Pay No. 2		106,423.13
				<hr/>
				106,423.13
Check No:	0	Check Date:		
Vendor:	2111	Swift Napa Auto Parts		
768114		A/cable tie/retainer/ptex blk		33.39
				<hr/>
				33.39
Check No:	0	Check Date:		
Vendor:	2147	Coffee Break Service, Inc.		
0191069		GG/coffe/cream liq/sugar decanter/pp cups		347.46
				<hr/>
				347.46
Check No:	0	Check Date:		
Vendor:	2151	Melo's Gas & Gear		
00032878		Wtr/Cr balance/product		-36.20
00034033		Wtr/Cr balance/product		-0.01
00034117		Wtr/Cr balance/product		-1.43
00504752		Wtr/oxygen compressed 20 cf/acetylene mc		39.02
00505815		Wtr/carbon dioxide/aligal		133.75
				<hr/>
				135.13
Check No:	0	Check Date:		
Vendor:	2200	Argo Chemical		
1302023		Swr/calcium hypochlorite		1,095.11
				<hr/>
				1,095.11
Check No:	0	Check Date:		
Vendor:	2459	CSG Systems, Inc.		
730288 1		Rfs/printing		106.08
730288 2		Wtr/printing		265.19
730288 3		Swr/printing		159.11
730288 4		GG/special event/clean-up		105.00
730288 5		GG/special event/clean-up		41.42
730288 6		Rfs/postage		198.62
730288 7		Wtr/postage		496.55
730288 8		Swr/postage		297.93
				<hr/>
				1,669.90
Check No:	0	Check Date:		
Vendor:	2611	Municipal Maintenance Equipment		
0079337		Swr/jet-eye termination kit		309.96
				<hr/>
				309.96
Check No:	0	Check Date:		
Vendor:	2661	HdL Software, LLC		
0015025		GG/maint fees-business license		2,345.78
				<hr/>
				2,345.78
Check No:	0	Check Date:		

Vendor:	2752 Fastenal Company	
1078	Wtr/17oz markapwa grn	81.96
		<hr/>
		81.96
Check No:	0	Check Date:
Vendor:	2776 Consolidated Electrical Dist.	
0351-790466	Strt/150w med b/150w 120v	1,649.91
0351-792256	Strt/hid lamp	311.28
		<hr/>
		1,961.19
Check No:	0	Check Date:
Vendor:	2874 Department of Justice, Accounting Office	
955906 1	PD/fingerprint apps	64.00
955906 2	PD/fingerprint - FBI	34.00
955906 3	PD/cert of elig - app	22.00
		<hr/>
		120.00
Check No:	0	Check Date:
Vendor:	2892 Mountain Maintenance Group, Inc.	
4540 1	GG/cleaning/115 S Robinson	420.00
4540 2	PD/cleaning/129 E F st	540.00
4540 3	Depot/cleaning	500.00
4540 4	Airport/cleaning	170.00
4540 5	WWTP/cleaning	340.00
4541	GG/cleaning/200 W Teh blv	230.00
		<hr/>
		2,200.00
Check No:	0	Check Date:
Vendor:	2981 Burke, Williams & Sorenson, LLP	
163644	Foreclosure Expense/AD 89-3	1,599.90
163645	A/R Foreclosure-various/AD 89-2	166.04
		<hr/>
		1,765.94
Check No:	0	Check Date:
Vendor:	2994 Richards Watson & Gershon	
188048	GG/Successor Agency expense/	317.95
		<hr/>
		317.95
Check No:	0	Check Date:
Vendor:	3000 Sail Thru Car Wash	
011713	PW/fleet vehicle car wash	25.00
		<hr/>
		25.00
Check No:	0	Check Date:
Vendor:	3051 Tehachapi Transmissions, Inc.	
4212	PD/oil filter/motor oil	35.00
4228	PD/right side head light/frnt turn signal light set	39.00
		<hr/>
		74.00
Check No:	0	Check Date:
Vendor:	3062 Municipal Code Corporation	
00226288	CC/annual code on internet fee	500.00
		<hr/>
		500.00
Check No:	0	Check Date:
Vendor:	3104 Hilltop Publishers Home of the Loop The Loop	
13153	GG/B&W ad as seen in The Loop Vol 2403 Feb	150.00

			Check Amount
			150.00
Check No:	0	Check Date:	
Vendor:	3179	Liberty Composting, Inc.	
4437		Swr/tipping fees biosolids	6,062.06
4455		Swr/biosolids testing	340.00
			6,402.06
Check No:	0	Check Date:	
Vendor:	3270	EcoTierra Consulting	
002		CD/consulting labor/Walmart supplemental EIR	22,208.60
			22,208.60
Check No:	0	Check Date:	
Vendor:	3281	Statewide Safety & Signs, Inc.	
794		Strt/custom signs	209.63
			209.63
Check No:	0	Check Date:	
Vendor:	3312	Detroit Industrial Tool	
477342		Wtr/dia bld/t-shirt	821.11
			821.11
Check No:	0	Check Date:	
Vendor:	3373	Green Energy Maintenance Corporation	
AMC-852		Swr/O&M services/maintenance supplies/repair	105.06
			105.06
Check No:	0	Check Date:	
Vendor:	3405	Teaman Ramirez & Smith	
5085 61180		GG/due diligence reviews	2,796.25
5085 61184		Finance/final billing 2011-12 annual audit/report	29,050.00
			31,846.25
Check No:	0	Check Date:	
Vendor:	3437	Tehachapi Lifestyle Magazine	
1901		GG/stock photo January & February 2013 issue	92.00
			92.00
Check No:	0	Check Date:	
Vendor:	3460	Tehachapi Little League	
021913		Gg/donation/banner for fields	300.00
			300.00
Check No:	0	Check Date:	
Vendor:	3503	Hercules Incorporated	
130209194		Swr/pracstol k 279 flx ibc	3,566.97
			3,566.97
Check No:	0	Check Date:	
Vendor:	3529	Momar Incorporated	
A16882		Strt/salt neutralizer 1/7 gl	403.77
A18147		Strt/snow plow 4/1 mtl gl	248.51
			652.28
Check No:	0	Check Date:	
Vendor:	3557	Plumbing A.S.A.P.	

			Check Amount
020403	PW/repair water line		190.00
			<u>190.00</u>
Check No:	0	Check Date:	
Vendor:	3558	California Association for Local Economic Deve	
021113		CD/CALED conference/registration/DJames	495.00
			<u>495.00</u>
Check No:	0	Check Date:	
Vendor:	3559	City Clerks Association of California	
02132013		CClerk/handbook	40.00
			<u>40.00</u>
Check No:	0	Check Date:	
Vendor:	3560	Snoquip Inc.	
41901		PW/Meyer PV spreader/hold dwn kit/plow for tr	15,214.94
			<u>15,214.94</u>
Check No:	0	Check Date:	
Vendor:	3561	Lisa Wise Consulting Inc.	
1645		Housing Element/first draft/meetings/workshops	5,385.00
1646		Zoning code update/prjct initiation/draft zoning c	13,480.00
			<u>18,865.00</u>
			<u>417,305.39</u>
		Date Totals:	417,305.39
			<u>417,305.39</u>
		Report Total:	<u>417,305.39</u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 2/13/2013 - 4:46 PM



			Check Amount
Check No:	37488	Check Date: 02/14/2013	
Vendor:	1851	AT&T	
02012013		GG\National White Page	11.83
			11.83
Check No:	37489	Check Date: 02/14/2013	
Vendor:	2963	AT&T	
4072531		Wtr\DSL Fax	45.80
4074203		Swr\Telemetry System	15.93
			61.73
Check No:	37490	Check Date: 02/14/2013	
Vendor:	3556	Ryan Backes	
02132013		Misc. Expense/replace stale dated check #23969	150.00
			150.00
Check No:	37491	Check Date: 02/14/2013	
Vendor:	3274	Bright House Networks	
02022013		GG\Internet Services	144.52
			144.52
Check No:	37492	Check Date: 02/14/2013	
Vendor:	0395	The Gas Company	
02062013		GG\heating	148.81
			148.81
Check No:	37493	Check Date: 02/14/2013	
Vendor:	0569	Philip A. Smith	
02112013		Reimbursement for Notary Services	30.00
			30.00
Check No:	37494	Check Date: 02/14/2013	
Vendor:	0372	Southern California Edison	
02052013		LLD\1347 Clasico Dr Ped	38.00
02052013-1		LLD\1115 Alder Ave Ped	25.81
02052013-2		LLD\1415 Alder Ave Ped	25.81
02052013-3		Wtr\Curry	5,521.39
02052013-4		Strs\Curry & Walnut	17.45
02062013		Swr\000000 Teh Blvd	177.15
02062013-1		Strs\Teh & Tucker	49.61
02062013-10		Strs\Highline & Curry	16.53
02062013-11		Strs\100 W Teh Blvd #B	194.45
02062013-12		Strs\101 W F St	334.16
02062013-13		Strs\TR 2995 Oakwood & Val	7,921.66
02062013-14		Strs\Tucker Rd & Hwy 202	173.97
02062013-15		Strs\Mill St s/o E St	11.40
02062013-16		Strs\Tucker & Valley	129.65

02062013-17	Strts\710 W Teh Blvd	164.55
02062013-18	Strts\Teh Blvd & Dennison	12.68
02062013-19	Strts\Mill & J	72.89
02062013-2	Strts\Curry s/o Pinon St	16.33
02062013-20	LLD\311 Sutter	24.34
02062013-21	LLD\501 1/2 Pinon	24.21
02062013-22	LLD\115 Manzanita Ln	24.21
02062013-23	LLD\180 Valley	24.21
02062013-24	Wtr\Pinon	1,496.89
02062013-25	Wtr\1299 S Curry St	1,399.65
02062013-26	Strts\Mill & J	109.57
02062013-3	Strts\800 S Curry	32.51
02062013-4	Strts\Dennison & Brett Ave	43.75
02062013-5	Strts\Goodrick Dr e/o Dennison	200.88
02062013-6	Strts\Valley Blvd w/o Dennison	401.77
02062013-7	Strts\TR 45361 Mylberry Ap	56.86
02062013-8	Strts\F St e/o Mylberry	182.87
02072013	Strts\1300 Goodrick Dr #Z	23.92
02072013-1	Strts\Mulberry & Brentwood	76.26
02072013-10	LLD\Dennison & Pinon St	1,250.40
02072013-11	LLD\Mill & D Sts	76.95
02072013-12	LLD\409 Bailey Ct	152.02
02072013-2	Swr\755 Steuber Well	145.63
02072013-3	Wtr\Whit Oak Extend E Curry	787.83
02072013-4	Wtr\129 Brentwood Dr	1,751.79
02072013-5	LLD\Manzanita & Green	281.57
02072013-6	LLD\1199 Cyn Dr E	24.21
02072013-7	LLD\1200 S Dennison	24.34
02072013-8	LLD\1202 S Dennison	25.21
02072013-9	LLD\1000 Cyn Dr W	23.50
02082013	LLD\115 Manzanita St	24.34
02082013-1	LLD\209 E Highline Rd Ped	24.21
02082013-2	Wtr\NW Cor Anita & Dennison	1,617.93
02092013	Wtr\126 S Snyder Ave	134.42
		<hr/>
		25,369.74
Check No:	37495 Check Date: 02/14/2013	
Vendor:	0399 Sparkletts	
020113	Swr\Cooler rental & water bottles	71.65
		<hr/>
		71.65
Check No:	37496 Check Date: 02/14/2013	
Vendor:	0433 Tehachapi Recycling, Inc.	
1032013	Recycling Contract	14,120.61
		<hr/>
		14,120.61
Check No:	37497 Check Date: 02/14/2013	
Vendor:	0434 Tehachapi Sanitation	
1012013	Kern County Gate Fees	14,358.64
1022013	Refuse Contract	66,223.97
		<hr/>
		80,582.61
		<hr/>
Date Totals:		120,691.50

Check Amount

Report Total:

120,691.50

# Accounts Payable

## Checks by Date - Detail By Check Date

User: Delphina  
 Printed: 2/20/2013 - 9:36 AM



			Check Amount
Check No:	37563	Check Date: 02/20/2013	
Vendor:	2963	AT&T	
4081157		GG/phones/City Hall	443.76
4081158		Swr/WWTP office	95.59
4081159		Swr/lift station	15.92
4081160		GG/phones/City Hall fax	59.26
4081161		A/awos	15.61
4081162		PW/fax	30.87
4081163		A/fuel system	15.92
4081166		Swr/scada	85.91
4081680		GG/phone/fax/108 Pinon	15.61
4081957		PD/breathalizer machine	15.92
4082023		Depot/phone data com	46.94
4092697		PD/T1 line	306.35
			1,147.66
Check No:	37564	Check Date: 02/20/2013	
Vendor:	1739	Chevron & Texaco Business Card Services	
37135700 1		GG/fleet vehicle fuel	266.64
37135700 2		PD/fleet vehicle fuel	5,455.52
			5,722.16
Check No:	37565	Check Date: 02/20/2013	
Vendor:	0395	The Gas Company	
020813		PW/heating/100 CommWay	220.70
0208132		Parks/heating/200 W Teh blv	21.02
0208133		PD/heating/129 E F st	373.14
0208134		A/heating/409 Bryan ct	108.39
			723.25
Check No:	37566	Check Date: 02/20/2013	
Vendor:	2559	Service Team of Professionals	
011213		Emergency Service/water damage/500 East F str	9,439.54
			9,439.54
Check No:	37567	Check Date: 02/20/2013	
Vendor:	1233	Servicemaster of Tehachapi	
011613		Emergency Service/500 East F str/extract water	898.14
			898.14
Check No:	37568	Check Date: 02/20/2013	
Vendor:	0372	Southern California Edison	
021513 1		St/landscape/800 S Curry st #A	61.53
			61.53
Check No:	37569	Check Date: 02/20/2013	
Vendor:	3011	Verizon Wireless	

**Check Amount**

1160168744

PD/broadband mobile service

228.13

228.13

Date Totals:

18,220.41

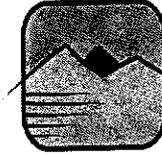
Report Total:

18,220.41

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 2/21/2013 - 3:25 PM



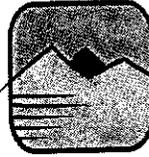
CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	37571	Check Date: 02/21/2013	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
022113		CD/Notice of Determination Motel 6 Revision N	50.00
			<hr/>
			50.00
			<hr/>
Date Totals:			50.00
			<hr/>
Report Total:			50.00
			<hr/> <hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 2/27/2013 - 11:19 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

Check Amount

Check No:	37574	Check Date:	02/27/2013	
Vendor:	1075	Prime Signs		1,220.00
N-2919		GG/artwork/hardware/hdu/install/hdu		<u>1,220.00</u>
				<u>1,220.00</u>
			Date Totals:	<u>1,220.00</u>
				<u>1,220.00</u>
			Report Total:	<u>1,220.00</u>



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

MEETING DATE: MARCH 4, 2013    AGENDA SECTION: AIRPORT MANAGER

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

**FROM:**                TOM GLASGOW, AIRPORT MANAGER

**DATE:**                FEBRUARY 27, 2013

**SUBJECT:**            2012-2013 CALIFORNIA TRANSIT SECURITY GRANT

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## BACKGROUND

As part of the Cities continuing effort to improve safety in our community, Airport Staff is regularly engaged in seeking grant assistance to economically provide safety enhancements at the airport. The Kern Council of Governments offers a California Transportation Safety Grant through the California Transit Assistance Fund. The fund offers financial support in Kern County to Transportation related entities (Kern Regional Transit) for enhancements designed to improve safety and security at facility locations.

Tehachapi Airport provides a parking facility for Kern Regional Transit. The shuttle drivers routinely use all (5) airport vehicle access gates to ingress and egress, day and night, year around, and during incimate weather. The parking facility and (5) available gates need security/safety lighting and pedestrian emergency exit gates.

On January 14, 2013 Airport Staff submitted the required Transit Security Grant application. On January 25, 2013 the California Emergency Management Agency (Cal EMA) responded with a Notification of Project Eligibility approving funding for the project at Tehachapi Municipal Airport in the amount of \$11,268.00.

## PROJECT DESCRIPTION

This project consists of installing energy efficient safety lighting and coded pedestrian security gates at all access points routinely used by KRT.

## RECOMMENDATION

**AIRPORT STAFF RECOMMENDS APPROVAL OF THE PROPOSED RESOLUTION FOR THE CALIFORNIA TRANSIT SECURITY GRANT.**



**Cal E·M·A**  
CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY

RECEIVED

JAN 30 2013

CITY OF TEHACHAPI

January 25, 2013

Greg Garrett  
City Manager  
Tehachapi, City of  
115 South Robinson Street  
Tehachapi, CA 93561

*FY 12*  
*Chris*  
*TOMG*

Subject:

**NOTIFICATION OF PROJECT ELIGIBILITY**

FY 2012-13 California Transit Security Grant Program (CTSGP)  
California Transit Assistance Fund (CTAF)  
Grant # 6561-0002, FIPS # 029-78092  
Project Performance Period Ends March 31, 2016

Dear Mr. Garrett,

The California Emergency Management Agency (Cal EMA) has approved funding under the CTSGP-CTAF, as referenced above. After review, Cal EMA determined that the project submitted by the City of Tehachapi meets the program guidelines and is eligible for Prop1B funding in the total amount of \$11,268. The project funding is broken down as follows:

- Access Gate, Security Lighting – \$11,268

For the application to be finalized you must complete and submit the Governing Body Resolution, Authorized Agent Form, Assurances, and Financial Management Forms Workbook to the address below within six weeks from the date on this notice.

The sole purpose of this notification is to advise you that this project meets the pertinent eligibility criteria but your project will be subject to available bond funding. As you were previously notified, there are no state funds currently available to support this project or reimburse your organization for eligible expenditures incurred. Cal EMA will update you with new information as conditions warrant.

For further assistance, please contact your Program Representative, Amber Lane, at (916) 845-8660 or [amber.lane@calema.ca.gov](mailto:amber.lane@calema.ca.gov).

Sincerely,

**BRENDAN A. MURPHY**  
Assistant Secretary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF TEHACHAPI AUTHORIZING ACTION  
NECESSARY TO OBTAIN CTSGP FUNDS FROM  
CALEMA AND TO INSURE COMPLIANCE WITH  
ASSURANCES AND FEDERAL AND STATE LAWS**

---

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (the "Bond Act") authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Emergency Management Agency (Cal EMA) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the City of Tehachapi is eligible to receive CTSGP funds; and

WHEREAS, the City of Tehachapi will apply for Fiscal Year 2012-2013 CTSGP funds in an amount up to \$11,268.00 for security lighting and pedestrian access gates which support the purpose of the Bond Act by providing lighting and pedestrian security gates that will improve the working environment for the transit drivers to safely operate during all conditions; and

WHEREAS, City of Tehachapi recognizes that it is responsible for compliance with all Cal EMA CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal EMA requires City of Tehachapi to complete and submit a Governing Body Resolution for the purposes of identifying agents authorized to act on behalf of City of Tehachapi to execute actions necessary to obtain CTSGP funds from Cal EMA and ensure continued compliance with Cal EMA CTSGP assurances, and state and federal laws.

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

1. That the foregoing recitals and findings are true and correct.
2. That the City Council hereby authorizes Greg Garrett, its city manager, or his designee to execute for and on behalf of the City of Tehachapi, a public entity

established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the California Emergency Management Agency under the CTSGP.

PASSED AND ADOPTED on the 4th day March, 2013 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PHILIP A. SMITH, Mayor, City of  
Tehachapi, California



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: MARCH 4, 2013

AGENDA SECTION: POLICE DEPARTMENT

---

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

**FROM:** JEFF KERMODE, CHIEF OF POLICE

**DATE:** FEBRUARY 27, 2013

**SUBJECT:** RECEIVE AND FILE COST REPORT, APPROVE COST REPORT, AUTHORIZE IMPOSITION OF LIEN ON PROPERTY AND PLACEMENT ON PROPERTY ROLL AT 111 WEST D STREET

---

## BACKGROUND

As Council may remember, at the August 14<sup>th</sup>, 2012, Council meeting, you authorized City staff to contract with Service Team Professionals for a major public nuisance abatement at 111 W "D" St. This authorization followed an Abatement Hearing held in City Hall on April 16<sup>th</sup>, 2012, an initial Notice of Abatement of Nuisance and to Clean Property issued on May 16<sup>th</sup>, 2012, an Order to Abate Nuisance was issued on June 7<sup>th</sup>, 2012 with an abatement deadline of June 21<sup>st</sup>, 2012, and no action being taken by the property owner to abate the nuisance in response to the City's efforts.

Service Team Professionals completed their portion of the work in September 2012 at a cost of \$33,073.29. City staff performed additional landscape work to complete the project at a cost of \$2,542.01. The work performed to date has resulted in a total cost to the City of \$35,615.30. Attached is the General Ledger report detailing the abatement cost. The property owner has been billed for the costs but has failed to pay. City staff would now like to obtain City Council approval to file a lien against the property for the cost of the abatement and to place the cost on the property tax roll for the property to recover the abatement costs.

## FISCAL IMPACT

As noted at the August 14<sup>th</sup> Council meeting, the abatement effort was an unbudgeted item that has resulted in a fiscal impact of \$35,615.30. The Council action being sought would recover the unbudgeted expenses, resulting in no net fiscal impact.

## OPTIONS

- Approve the abatement cost report, authorize staff to file a lien against the property for the abatement cost, and place the cost on the property tax roll.

**RECOMMENDATION**

**APPROVE THE ABATEMENT COST REPORT, AUTHORIZE STAFF TO FILE A LIEN AGAINST THE PROPERTY FOR THE ABATEMENT COST, AND PLACE THE COST ON THE PROPERTY TAX ROLL.**

- Attachments:
1. General Ledger Report Detailing Abatement Cost
  2. Notice to Remove Trash, Debris, Storage from Property, Dated 10/27/2011
  3. Notice of Abatement of Nuisance, dated 05/16/2012
  4. Order to Abate Nuisance, dated 06/07/2012
  5. Contract Proposal from Service Team of Professionals

# General Ledger

## Detailed Trial Balance

User: Dwyce  
 Printed: 02/27/2013 - 2:08PM  
 Period: 01 to 08, 2013



Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
001	General Fund					
EXPENSE	General Government					
001-010	111 W D St./Curry Street	0.00				
001-010-6730-001						
8/30/2012	AP 2 91 2559 - Service Team of Professionals			11,000.00	0.00	
9/10/2012	AP 3 20 2559 - Service Team of Professionals			11,000.00	0.00	
9/27/2012	AP 3 79 2559 - Service Team of Professionals			11,073.29	0.00	
9/30/2012	GL 3 98 Billable hrs 7/10-9/25/12			669.35	0.00	
12/31/2012	AP 6 101 2695 - Home Depot Credit Services			38.29	0.00	
12/31/2012	AP 6 101 2695 - Home Depot Credit Services			28.89	0.00	
12/31/2012	AP 6 101 2695 - Home Depot Credit Services			28.59	0.00	
2/13/2013	AP 8 38 0620 - Mountain Gardens Nursery			360.10	0.00	
2/13/2013	AP 8 38 0620 - Mountain Gardens Nursery			1,416.79	0.00	
001-010-6730-001 Totals:			0.00	35,615.30	0.00	35,615.30
001-010 EXPENSE Totals:			0.00	35,615.30	0.00	35,615.30
EXPENSE Totals:			0.00	35,615.30	0.00	35,615.30
001 Totals:			0.00	35,615.30	0.00	35,615.30
Report Totals:			0.00	35,615.30	0.00	35,615.30

(661) 822-2200

Fax: (661) 822-8559



115 South Robinson Street

Tehachapi, California 93561-1722

[www.tehachapicityhall.com](http://www.tehachapicityhall.com)

October 27, 2011

Lynne Razza  
PO Box 163  
Tehachapi, CA 93561-0163

## **NOTICE TO REMOVE TRASH, DEBRIS, STORAGE FROM PROPERTY**

RE: The Property at 111 West D street, Tehachapi

This letter is to inform you that the accumulation of open storage of material ( trash, bags of debris, stacks of material, and motor vehicles) at the above job address has become a violation of Tehachapi municipal ordinances. Accumulated debris or storage is a harbor for vermin, a violation of Kern County Environmental Health ordinances, and a violation of Tehachapi ordinances. All accumulated material should be removed so that yards around the property are kept clear for Fire Department access and reduce the danger of fire.

*(Tehachapi Municipal Code sections 8.28.010, 8.32.010)*

The rear fence is falling down into the public way (alley). Make repairs to the fence to preclude it becoming an obstruction of the public way.

Remove the extension cords strung across the yards which are a violation of the California Electrical Code.

*(CEC section 110.2, 110.3B, 400.3and 400.7)*

Please comply with this notice by **November 11, 2011**, or this matter will be referred for enforcement, and you may be assessed a fine. If you require more time to resolve this violation, contact the Community Development Department. The dwelling nor garage was inspected at this time.

*(Tehachapi Municipal Code sections 8.32.020, 8.32.040)*

Thank you for your attention to this matter.

JH Hasselbrink  
Chief Building Inspector  
City of Tehachapi

Cc: Lynne Razza  
Life House Bakersfield  
Skilled Nursing  
329 North Real Road  
Bakersfield, CA 93309

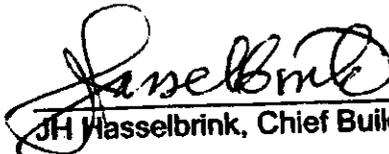
Nona Tolentino  
Kern County LTC Ombudsman  
615 California Ave.  
Bakerfield, CA 93304

## NOTICE OF ABATEMENT OF NUISANCE AND TO CLEAN PROPERTY

Your property located at 111 West D Street, Tehachapi, California has been declared a public nuisance at a public hearing, and abatement of the conditions will be undertaken by the city. 'Abatement' includes removal of the bags of trash, bags of plastic bottles, refuse littering the yard (such as empty cans of cat food and paper waste), and spoiled food within the dwelling. Electrical extension cords in the yard will be disconnected and placed inside the dwelling. (*Tehachapi Municipal Code sections 8.28.020*). Based on City's Chief Building Inspector's conversation with the property owner, 'abatement' will NOT include removal of any vehicles. The dwelling will be secured once the abatement is completed.

After the abatement, a hearing will be held in front of the City Council to request that the costs incurred by the city in abating the nuisance should be charged to the property owner. The costs will include the clean up and removal of the debris to the County dump plus administrative costs. The City Council will also be asked to approve recordation of a lien in the amount of the costs and to place the total amount of the costs on the property tax roll for the property. (*Tehachapi Municipal Code sections 8.28.120*).

The city would anticipate abating the nuisance on or about May 19<sup>th</sup>, 2012.

 May 16, 2012  
JH Hasselbrink, Chief Building Inspector, City of Tehachapi

Build Up. Play Up. Work Up. Explore Up. **Live Up.**

June 7, 2012



CITY OF  
**TEHACHAPI**  
CALIFORNIA

Lynne J. Razza  
P.O. Box 163  
Tehachapi, CA 93581

## **ORDER TO ABATE NUISANCE**

**ADDRESS:** 111 West D Street, Tehachapi, CA

A hearing was held on April 16, 2012 at 4:30 p.m. at the Tehachapi City Hall located at 115 South Robinson Street, Tehachapi, California presided over by the City Manager, Greg Garrett. The purpose of the hearing was to determine if the condition of the property described above constituted a nuisance subject to abatement by rehabilitation of the premises or by the repair or demolition of buildings or structures on it. John Hasselbrink appeared on behalf of the City. No appearance was made by the property owner or anyone on her behalf.

Evidence as presented and at the conclusion of the hearing, the hearing officer made the following findings:

1. That notice of the hearing was duly served on the property owner.
2. That the house and surrounding yard is full of trash, debris, cat food cans, old papers, and vehicles which are inoperable.
3. That the accumulation of trash and debris makes the rear yard almost impassable. The interior of the dwelling is almost impassable and in substandard condition such that sanitary facilities and heating equipment are not accessible or functional.
4. Extension cords are in use in violation of the California Electrical Code. The fence is leaning towards the alley and would block a public right-of-way if it falls. The fence is tied to a van which is an inadequate repair.
5. The condition of the premises creates the possibility of the proliferation of vermin and dangerous electrical problems which endanger not only the premises but the surroundings. The premises are uninhabitable.

Given the foregoing, it is hereby determined that a public nuisance exists on the premises.

**IT IS ORDERED** that the property owner shall take the following actions to abate the nuisance as follows:

---

115 South Robinson Street | Tehachapi, California 93561-1722  
(661) 822-2200 | Fax: (661) 822-8559  
[www.tehachapicityhall.com](http://www.tehachapicityhall.com)

- 1) Yards must be cleaned of empty cat food cans, old papers, trash, and debris,
- 2) Inoperative vehicles must be removed,
- 3) The interior of the dwelling must be made accessible by removing accumulated old papers, trash, and debris,
- 4) Sanitary facilities (water heater, bathroom, and kitchen) and the comfort heating equipment must be accessible and functional,
- 5) The plumbing system must be inspected to verify that it is functioning properly and that there are no leaks,
- 6) All electrical hazards must be removed.
- 7) Secure the buildings against unauthorized access.

**OR,** you may demolish the structures, cap the sewer and utilities, and clean the lot.

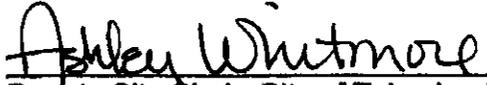
The foregoing abatement shall be completed no later than **June 21, 2012** to the reasonable satisfaction of the City. In the event of the failure to abate the nuisance, the City may do so at the sole cost and expense of the property owner.)

You have **10 days from the date of mailing this order to appeal** this order to the City Council. If you wish to appeal, the appeal shall be in writing and filed with the City Clerk within **10 days** from the date of mailing this order.

DATED: June 6, 2012

  
\_\_\_\_\_  
Greg Garrett, City Manager  
City of Tehachapi

The undersigned declares under penalty of perjury that the foregoing order was mailed to the property owner as follows: Lynne J. Razza, c/o LifeHouse Parkview, 329 North Real Road, 56C, Bakersfield, California 93309 by placing same in a self-addressed envelope and depositing in the United States mail on June 7, 2012.

  
\_\_\_\_\_  
Ashley Whitmore  
Deputy City Clerk, City of Tehachapi

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF TEHACHAPI, hereinafter "City", and TJK SERVICES INC, a California Corporation dba Service Team of Professionals hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City wishes to abate the nuisances located at 111 West D Street, Tehachapi, California and wishes to hire Contractor to do so under the terms and conditions described hereinafter and Contractor is agreeable.

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

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

2. Contractor agrees to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") and to do so to the satisfaction of the City. Completion of Contractor's performance hereunder shall be subject to City's approval and acceptance of same.

3. Contractor agrees to complete the Services for a price of not to exceed \$33,117.41 (the "Contract Price") which is based on \_\_\_\_\_ debris loads, provided, however, that if the number of debris loads is less than the foregoing, the Contract Price will be reduced proportionately. City shall pay Contractor \$11,000.00 of the Contract Price within three (3) days after Contractor's commencement of the Services and upon presentation of an invoice to the City for same. City shall pay an additional \$11,000.00 on the Contract Price upon Contractor's completion of fifty percent (50%) of the Services as determined by City in its sole discretion and subject to City's satisfaction and upon presentation of an invoice by Contractor to City for same. The remainder of the Contract Price, after adjusting the price for any lesser debris loads shall be payable upon completion of the Services to City's satisfaction and upon Contractor's submission of an invoice for same. The invoice shall first be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, same shall be submitted to the Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Thereafter, upon approval by the City Council, the invoice shall be paid in the amounts approved by the City Council within a reasonable time thereafter.

4. Contractor shall complete the Services by \_\_\_\_\_, 2012. In the performance of Contractor's duties hereunder, Contractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Project at Contractor's sole cost and expense.

5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

7. (a) In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. Provided termination for nonperformance has occurred prior to completion of fifty percent (50%) of the Services or the completion has not been satisfactory to City, Contractor shall refund that portion of the Contract Price previously paid representing the Services not completed or the Services that were not completed satisfactorily. Same shall be refunded within ten (10) days of demand from City for same or shall accrue interest thereafter at a rate of six percent (6%) per annum until paid in full. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter.

(b) In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination, Contractor shall be entitled to payment for Contractor's performance of his obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

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

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

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

11. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of

the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

12. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone -(661) 822-2200; and Contractor – Thomas J. Keene, 1637 Elsworth, #1, Bakersfield, California 93312, Fax - ( ) \_\_\_\_\_, Telephone - (661) 589-7777. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

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

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

TJK SERVICES INC, a California  
Corporation, "Contractor"

\_\_\_\_\_  
THOMAS J. KEENE, President

**EXHIBIT "A"**  
**[Description of Services]**



**Service Team Of Professionals**

1637 Elsworth #1 (661)589-7777  
 Bakersfield CA 93312  
 CA. Const. Lic. #822844  
 FEIN #46-0509352

CITYTERACHAPT2012

**Trash/contents**

DESCRIPTION	QNTY	UNIT COST	TOTAL
14. Hazardous Waste/Mold Cleaning Technician - per hour Labor to remove decaying trash and animal waste from house, garage and sheds and load into rolloff.	160.00 HR @	65.23 =	10,436.80
15. Add for personal protective equipment (hazardous cleanup)	50.00 EA @	8.47 =	423.50
22. General Demolition - per hour Labor to remove exposed trash, sheds, fences, posts, arbors in the yard and load onto roll-off.	80.00 HR @	44.65 =	3,572.00
24. Cleaning - Supervisory/Administrative - per hour	32.00 HR @	46.88 =	1,500.16

**Brush and Trees**

DESCRIPTION	QNTY	UNIT COST	TOTAL
13. Demolition Laborer - per hour Labor to clear all brush, bushes, and smaller trees. The five largest trees will be left.	80.00 HR @	44.65 =	3,572.00

**Disposal**

DESCRIPTION	QNTY	UNIT COST	TOTAL
16. Dumpster load - Approx. 40 yards, 7-8 tons of debris	10.00 EA @	925.00 =	9,250.00
17. Hazardous Material disposal. Disposal fees and transport of hazardous materials to collection facility. We will leave this as an open item and will anticipate charging \$4.65 per pound to cover the cost of transport, disposal and markup.	0.00 LB @	4.65 =	0.00

**Fencing**

DESCRIPTION	QNTY	UNIT COST	TOTAL
18. Chain link fence w/posts & top rail - 6' high	50.00 LF @	13.70 =	685.00
19. Chain link fence gate - 6' high - swinging Chain link fence and gates to be installed at finish of cleanup for visibility of the lot and access for any subsequent work. The fence at the front curb will be removed. Fence on alley to have 2-3' swing gates for vehicle access. The side fences will have 3' wide man gates. Fence on the east side yard will extend from the south east corner of the house to the side wall of the house to the east. We are advised that this is a zero property line lot.	16.00 LF @	33.12 =	529.92



**Service Team Of Professionals**

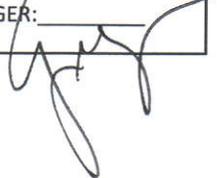
1637 Elsworth #1 (661)589-7777  
Bakersfield CA 93312  
CA. Cont. Lic. #822844  
FEIN #46-050935.

**Miscellaneous**

DESCRIPTION	QNTY	UNIT COST	TOTAL
20. Temporary toilet (per month)	1.00 MO @	124.83 =	124.83
21. HEAVY EQUIPMENT Equipment rental and fuel.	1.00 JB @	2,666.00 =	2,666.00
26. Cleaning - Remediation Technician - per hour Equipment cleanup and de-contamination.	8.00 HR @	44.65 =	357.20



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

**MEETING DATE:** MARCH 4, 2013    **AGENDA SECTION:** CITY ENGINEER

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

**FROM:** JOHN (JAY) SCHLOSSER, P.E.

**DATE:** FEBRUARY 27, 2013

**SUBJECT:** SECOND COST SHARING AGREEMENT WITH TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT (TCCWD) FOR DEPARTMENT OF WATER RESOURCES GRANT APPLICATION

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## BACKGROUND

At the meetings held on February 4, 2013 and February 19, 2013, the City Council approved staff to begin work on a grant application to the Department of Water Resources under the Integrated Regional Water Management Plan designed to connect the City's Snyder Well with the TCCWD non-potable water system. At that time, staff explained, in brief, the general complexity of the application process and requested funds to employ a consultant engineer to aid in the task. The Council, to date, has authorized \$20,000 for the consultant, of which, 50% will be repaid by TCCWD under the first cost sharing agreement. Staff also indicated at the February 19, 2013 meeting that a further cost sharing agreement with TCCWD would be forthcoming. The purpose of this third step is to link all five project proponents (of which, we are one), to the overall grant application. Our approximate share under this umbrella agreement is \$7,000.

## PROJECT DESCRIPTION

The goal of the proposed project is to connect the City's "Snyder Well", located at the intersection of Snyder Avenue and D Street through the Jacobsen Middle School site to the TCCWD non-potable waterline located near the intersection of Dennison Road and Valley Boulevard. The City's well has, in recent history, produced water with nitrate values at or above the regulated quantity. As such, the City placed the well into a regulated blending plan but we have generally shied away from using the well at all. TCCWD has expressed a desire to add that well to their system for a defined period of time. The proposal being that they will pump the well heavily for several years with the intent to reduce nitrate levels. At the end of this period, the well will be returned to the City for potable use. The second primary benefit of the project is to place the school district athletic fields on TCCWD's non-potable system. This reduces the City's potable water usage (saving us money), reduces the school district's water expenses, and increases TCCWD's revenues.

## RECOMMENDATION

The City Attorney has reviewed, modified, and approved a draft agreement provided by TCCWD.

**APPROVE THE AGREEMENT TO SHARE PRELIMINARY COSTS OF THE OVERALL DWR GRANT APPLICATION.**

**AGREEMENT TO SHARE COSTS OF PREPARING**

**PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION**

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT (“TCCWD”), a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.), the CITY OF TEHACHAPI (“Tehachapi”), a California municipal corporation, the CITY OF ARVIN (“Arvin”), a California municipal corporation, IMPROVEMENT DISTRICT NO. 4 (“ID4”), an improvement district of the Kern County Water Agency, and the KERN WATER BANK AUTHORITY (“KWBA”), a Joint Powers Authority, (each a “Party” and collectively referred to herein as “Parties”), hereby enter into this AGREEMENT TO SHARE COSTS OF PREPARING PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (this “Agreement”) effective as of this \_\_\_ day of February, 2013 with respect to the following facts.

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

WHEREAS, the Parties are all public agencies within the Tulare Lake Hydrologic Region and participants in the Kern County Integrated Regional Water Management Plan (“Kern IRWMP”);

WHEREAS, the Executive Committee of the Kern IRWMP has selected five projects for inclusion in the Kern IRWMP’s Proposition 84 Implementation Round 2 Proposal Solicitation Package (“Application”), each selected project being sponsored by one of the five Parties to this Agreement;

WHEREAS, each Party is conducting the work necessary to define and show CEQA compliance for its individual project;

WHEREAS, the Application must be a joint application for all five projects and is due on or before March 29, 2013;

WHEREAS, TCCWD has agreed to serve as the point agency with respect to submitting the Application;

WHEREAS, the Parties wish for TCCWD to engage an outside consultant to prepare the joint Application, and agree that TCCWD may engage Provost & Pritchard as the outside consultant for such work;

WHEREAS, the Parties understand that Provost & Pritchard has estimated that the cost for the Application work will be approximately Thirty-five Thousand Dollars (\$35,000); and

WHEREAS, the Parties wish to enter into this Agreement providing the terms for the sharing of the costs of preparing the Application as set forth below.

## A G R E E M E N T:

NOW, THEREFORE, it is hereby agreed by and between TCCWD, Tehachapi, Arvin, ID4 and KWBA as follows:

### **Section 1. Consultants' Application Work.**

TCCWD may retain as necessary the services of an engineer, engineering firm, consultants and other qualified individuals to prepare the joint Application for the Parties (hereafter, "Application Work").

### **Section 2. Cost Sharing for Application Work.**

TCCWD shall be responsible for reviewing monthly billings submitted by any person retained by TCCWD for the Application Work and paying such billings. TCCWD, Tehachapi, Arvin, ID4 and KWBA shall share equally the cost of the Application Work performed by any such persons. TCCWD shall bill the other Parties for their share of each invoice received for the foregoing by mailing invoices to the addresses set forth below the names of each Party below. Each Party shall pay each invoice within sixty (60) days of receipt of same.

### **Section 3. Term of the Agreement.**

The term of this Agreement shall be from the date hereof through June 30, 2013. The parties' obligations to reimburse TCCWD shall continue until fully satisfied notwithstanding the term of this agreement.

### **Section 4. Indemnity.**

No Party hereto or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other Party hereto under or in connection with any work, authority, or jurisdiction delegated to such other Party under this Agreement. Pursuant to Government Code section 895.4, each Party shall fully indemnify and hold the other Party harmless from any liability imposed for injury (as defined by Government Code section 810.8), occurring by reason of anything done or omitted to be done by such Party under or in connection with any work, authority or jurisdiction delegated to such Party under this Agreement.

### **Section 5. Entire Agreement.**

This Agreement constitutes the entire understanding of the Parties concerning the subject matter hereof. No covenant, promise, consideration or provision other than those contained herein shall be binding upon the Parties.

### **Section 6. Amendments.**

This Agreement may be amended in writing at any time and from time to time by unanimous written consent of the Parties hereto.

**Section 7. Execution in Counterparts.**

This Agreement may be executed in counterparts by the Parties, and when each Party has signed and delivered at least one original of such counterpart to TCCWD, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement that shall be binding and effective as to all Parties.

**Section 8. Representations and Warranties.**

Each person who executes this Agreement on behalf of any Party hereby represents and warrants that (a) the Party on whose behalf he or she executes this Agreement, if other than a natural person, (1) is a legally constituted legal entity and (2) has authorized the execution of this Agreement, and (b) he or she is authorized to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by and through respective officers hereunder duly authorized as of the date first above written.

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT, a county water district

CITY OF TEHACHAPI, a California  
municipal corporation

Address: P.O. Box 326  
Tehachapi, CA 93581

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

CITY OF ARVIN, a California municipal  
corporation

IMPROVEMENT DISTRICT NO. 4, an  
improvement district of the Kern County  
Water Agency

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

KERN WATER BANK AUTHORITY, a Joint  
Powers Authority

Address: \_\_\_\_\_  
\_\_\_\_\_

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



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: <u>JTS</u>
CITY MANAGER: _____

MEETING DATE: MARCH 4, 2013    AGENDA SECTION: CITY ENGINEER

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

**FROM:**                JOHN (JAY) SCHLOSSER, P.E.

**DATE:**                FEBRUARY 27, 2013

**SUBJECT:**            PARCEL MERGER OF 220 WEST C STREET, TEHACHAPI, CA 93561

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## BACKGROUND

The City of Tehachapi acquired the property located at 220 West C Street over one year ago for the purpose of converting it to a new police headquarters. As acquired the property is technically two properties, one containing the building and a portion of the parking lot and the other containing the adjacent semi-elevated parking area. Following the property purchase, City Staff engaged a land surveyor to provide a property boundary and topographic survey for use in the project design. The property boundary survey discovered a surveying error from some unknown date prior that left a 3-4 inch gap between the two properties.

City Staff engaged the City Attorney to determine an appropriate course of action to remedy the error. The resulting recommended course of action was to merge the parcels, thereby eliminating the error. City Staff employed a licensed land surveyor to prepare the appropriate legal description and plate maps to affect a parcel merger. At this time, the documents are ready for execution.

## RECOMMENDATION

**APPROVE THE CITY ENGINEER TO COMPLETE THE REQUIRED CERTIFICATE OF COMPLIANCE AND RECORD THE NECESSARY DOCUMENTS TO MERGE THE TWO PROPERTIES LOCATED AT 220 WEST C STREET.**



APPROVED

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

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

# COUNCIL REPORTS

**MEETING DATE:** MARCH 4, 2013    **AGENDA SECTION:** ASSISTANT CITY MANAGER

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

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

**DATE:** FEBRUARY 28, 2013

**SUBJECT:** EMERGENCY OPERATIONS PLAN UPDATE

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## **BACKGROUND**

As the Council is aware, one of our most important responsibilities as a local government is to effectively manage emergencies and community disasters. While these disasters are thankfully not frequent occurrences, it is nevertheless critical that we are prepared for them at all times.

As a practical first step in this preparedness process, the City must develop and adopt an Emergency Operations Plan (EOP) to help guide our decisions throughout every phase of the disaster management process. While the City has had an adopted EOP for several decades, it has taken many different forms which have been dictated by State and Federal regulations. Current guidelines for plan development are given through the National Incident Management System (NIMS) and these guidelines must be met to receive disaster funding before and after a disaster.

To complete the most recent update of the City EOP, the City contracted with Emergency Management Consultants, Inc. (EMC) who was the original author of the City's current plan, adopted in 2004 and updated once in 2008. During the update, City staff completed much of the details while EMC managed the formatting and updating of language to be consistent with current regulation.

This newly updated plan continues to be a very practical tool for managing large scale emergencies that staff believes will be useful for many years to come.

## **RECOMMENDATION**

RECEIVE AND FILE THE UPDATE OF THE CITY EMERGENCY OPERATIONS PLAN DATED JANUARY 2013