

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, April 1, 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, APRIL 1, 2013 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.
2. Presentation by Wade Barrett of Tehachapi Unified School District regarding the Safe School Ambassadors.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 11-13
Tehachapi City Council Unassigned Ord. No. 13-01-710
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-13
Tehachapi Public Financing Authority Unassigned Res. No. 01-13

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meetings on March 4, 2013 and March 18, 2013 - **APPROVE AND FILE**
5. The Tehachapi City Council will appoint one member to the City of Tehachapi Airport Commission to fill the vacancy created by Commissioner Rex Moen's resignation on April 1, 2013 – **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2016**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for March 12, 2013 through March 26, 2013 – **AUTHORIZE PAYMENTS**
- *7. Consultant agreement with Seifel Consulting, Inc. to provide the Successor Agency to the Tehachapi Redevelopment Agency consulting services – **APPROVE THE CONSULTING AGREEMENT WITH SEIFEL CONSULTING, INC. SUBJECT TO APPROVAL BY CITY ATTORNEY**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

8. Proposed amendment to Tehachapi Municipal Code relating to uses permitted in the low density single-family residential (R-1) district – **INTRODUCE ORDINANCE AMENDING ORDINANCE NOS. 572 AND 613 AND SUBSECTION I OF THE TEHACHAPI MUNICIPAL SECTION 18.18.020 RELATING TO GROUP HOMES SERVING SIX (6) OR FEWER PEOPLE**

CITY ENGINEER REPORTS

- *9. "C" Street Waterline Replacement Project - **APPROVE THE NOTICE OF COMPLETION FOR THE C STREET WATER LINE PROJECT AND DIRECT STAFF TO RECORD SAME**

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, APRIL 1, 2013 - 6:00 P.M. - PG. 3

ASSISTANT CITY MANAGER REPORTS

- *10. Agreement with Pyro Spectaculars to initiate a fireworks display at the July 4th Hotdog Festival at the Airport – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.**
- *11. The City is in possession of vehicles, supplies and equipment that have become outdated or inoperable and no longer serve a useful purpose for City business – **ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**
12. Grant awarded by the East Kern Air Pollution Control District to repower a Caterpillar 416 backhoe and Caterpillar 910 loader – **APPROVE THE AGREEMENT WITH THE EAST KERN AIR POLLUTION CONTROL DISTRICT TO ACCEPT A GRANT AND AUTHORIZE THE CITY MANAGER TO SIGN SUBJECT TO APPROVAL BY CITY ATTORNEY**

CITY ATTORNEY REPORTS

13. Present options to City Council regarding open City Clerk position due to former City Clerk Julie Drimakis' resignation – **DIRECT STAFF**

CITY MANAGER REPORTS

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

ADJOURNMENT

ACTION TAKEN

- *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 - **APPROVED AND FILED.**

Approved & Filed
Gr/Ni Ayes All

FINANCE DIRECTOR REPORTS

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

Authorized Payments
Gr/Ni Ayes All

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 – **ADOPTED RESOLUTION 09-13 AUTHORIZING ACTION NECESSARY TO OBTAIN CTSGP FUNDS FROM CALEMA AND TO INSURE COMPLIANCE WITH ASSURANCES AND FEDERAL AND STATE LAWS**

Adopted Res 09-13 Authorizing
Action Necessary To Obtain
CTSGP Funds From CALEMA And
To Insure Compliance With
Assurances And Federal And
State Laws
Ni/Wi Ayes All

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 – **MAYOR SMITH ANNOUNCED HE WOULD ABSTAIN FROM THE ITEM AND STEPPED FROM THE ROOM AT 6:09 P.M. MAYOR PRO-TEM WIGGINS OPENED THE HEARING AT 6:10 P.M.; NOTICE OF HEARING TO PROPERTY OWNER AND CORRESPONDENCE; RECEIVED STAFF REPORT; NO PUBLIC COMMENT RECEIVED; CLOSE HEARING AT 6:12 P.M.; APPROVED THE ABATEMENT COST REPORT, AUTHORIZED STAFF TO FILE A LIEN AGAINST THE PROPERTY FOR THE ABATEMENT COST AND PLACE THE COST ON THE PROPERTY TAX ROLL**

Approved Abatement Cost
Report, Authorized Staff To File
A Lien Against The Property For
The Abatement Cost & Place The
Cost On The Property Tax Roll
Gr/Va Motion Carries
1 Abd: Sm

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

Approve Agreement Between
The City & TCCWD To Share
Preliminary Costs Of The Overall
Department Of Water Resources
Grant Application
Gr/Ni Ayes All

overall grant application - **APPROVED 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 – **APPROVED 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 the City Engineer To Complete The Required Certificate of Compliance & Record The Necessary Documents To Merge The Two Properties Located At 220 West C Street
Gr/Ni Ayes All

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; RECEIVED AND FILED THE UPDATE OF THE CITY EMERGENCY OPERATIONS PLAN DATED JANUARY 2013**

Received & Filed the EOP

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 - **AUTHORIZED CITY ATTORNEY TO ATTEND ATTORNEYS' SPRING CONFERENCE AT A COST NOT TO EXCEED \$279.00**

Authorized City Attorney To Attend Attorneys' Spring Conference
Gr/Ni Ayes All

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Grimes commented on CDCR and ACCAP meeting regarding prison realignment.
2. Councilmember Wiggins reported on reading to children at Tompkins Elementary. She also reported on the City Managers and Mayors Meeting.

CLOSED SESSION

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

ADJOURNMENT

The City Council/Boards adjourned at 6:32 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 18, 2013, at 6:00p.m.

Julie Drimakis, CMC
City Clerk, City of Tehachapi

Approved this 1st day
Of April, 2013.

PHILIP SMITH
Mayor, City of Tehachapi

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
Monday, March 18, 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

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Julie Drimakis</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers, Grimes, Nixon and Vachon</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Pastor Barry Galloway Mountain Vineyard</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Wiggins</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Linda Carhart from Main Street Tehachapi announced Earth Day celebrations to take place on April 20, 2013 at the Depot Lawn from noon until 3 p.m. 2. Mayor Smith presented a Certificate of Recognition to the Tehachapi High School Competition Cheer Team 	<p>Approved Consent Agenda Gr/Ni Ayes All</p>
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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
Gr/Ni Ayes All

*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation special meeting on March 7, 2013 - **APPROVED AND FILED.**

Approved & Filed
Gr/Ni Ayes All

FINANCE DIRECTOR REPORTS

*5. Disbursements, bills, and claims for March 4, 2013 through March 12, 2013 – **AUTHORIZED PAYMENTS.**

Authorized Payments
Gr/Ni Ayes All

*6. City of Tehachapi Treasurer’s Report through February 2013 – **RECEIVED REPORT.**

Received Report
Gr/Ni Ayes All

UTILITY MANAGER REPORTS

7. Staff is currently working towards obtaining grant funding through the Kern Integrated Regional Water Management Plan for two projects that will have multiple benefits for the Tehachapi Region. These two projects are the Public Facility Distribution Line and Nitrate Reduction Project (Snyder Well) and the Tehachapi Regional Water Conservation Program – **ADOPTED RESOLUTION 11-13 ADOPTING THE KERN INTEGRATED WATER MANAGEMENT PLAN**

Adopted Res. 11-13 Adopting
The Kern Integrated Water
Management Plan
Wi/Ni Ayes All

CITY ENGINEER REPORTS

*8. Following City Council approval, staff began work on a grant application to the Department of Water Resources to connect the City’s Snyder Well with the TCCWD non-potable water system. At this time, we need to provide some assurance in writing that the City and TCCWD are in agreement relative to the terms of the operation of the Snyder Well following completion of the pipeline project - **APPROVED THE DRAFT JOINT AGENCIES AGREEMENT AND INSTRUCTED CITY STAFF TO FINALIZE WHEN APPROPRIATE, SUBJECT TO THE SUCCESSFUL RECEIPT OF GRANT FUNDS**

Approved Draft Joint Agencies
Agreement & Instructed City
Staff To Finalize When
Appropriate Subject To
Successful Receipt Of Grant
Funds
Gr/Ni Ayes All

*9. Following City Council approval, staff began work on a grant application to the Department of Water Resources to connect the City’s Snyder Well with the TCCWD non-potable water system. One of the items required is that each of the agencies who are championing a project under this grant application join together under a Memorandum of Understanding (MOU) providing the relationship formed between the agencies for our joint application – **APPROVED THE INTER-AGENCY MOU FOR THE IRWMP PROPOSITION 84 GRANT APPLICATION**

Approved Inter-agency MOU For
IRWMP Proposition 84 Grant
Application
Gr/Ni Ayes All

CITY MANAGER REPORTS

10. Police Department Grand Jury Report – **RECEIVED REPORT**

NAT

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

NAT

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Grimes reported on being appointed to the subcommittee dealing with the specific issue of realignment for League of CA cities and the disparity of funding between cities. Explained that funding costs are now based on population of County rather than prison population. Will have to be legislatively corrected.
2. Susan Wiggins commented on how pleasant spring is in Tehachapi.

CLOSED SESSION

1. Approval of closed session minutes for February 18, 2013 and March 4, 2013 – **APPROVED AND FILED.**

Approved Minutes
Gr/Va Ayes All

ADJOURNMENT

The City Council/Boards adjourned at 6:21 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, April 1, 2013, at 6:00p.m.

Gr/Wi Ayes All

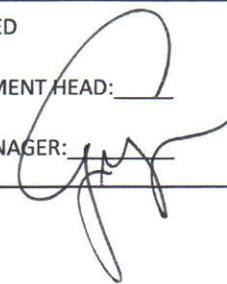
Julie Drimakis, CMC
City Clerk, City of Tehachapi

Approved this 1st day
Of April, 2013.

PHILIP SMITH
Mayor, City of Tehachapi



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

A handwritten signature in black ink is written over the signature lines of the approval box.

COUNCIL REPORTS

MEETING DATE: April 1, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MARCH 27, 2013

SUBJECT: AIRPORT COMMISSION APPOINTMENT

BACKGROUND

Due to the resignation of Airport Commissioner Rex Moen on April 1, 2013, the Tehachapi City Council will consider appointing one member to the Tehachapi Airport Commission. The appointed commissioner will complete the term that expires on June 30, 2016.

The Airport Commission's responsibility is to recommend, to the City Council, policies for the proper operation of the Tehachapi Municipal Airport.

Applications were received from Michelle Hughes, Edward W. Pull, Philip Shinar, Patrick Donahue and Timothy L. Farmer.

RECOMMENDATION

APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2016



RECEIVED
MAR 25 2013
City of Tehachapi

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input checked="" type="checkbox"/> Yes
	<input type="checkbox"/> No

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

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

Name Michelle Hughes

Address 323 West E Street

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 557-1271 Fax Number _____

Email gearhead.npink@yahoo.com

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

1. Airport Commissioner
2. _____
3. _____
4. _____

Occupation Aerospace worker/administrative assistant

Business Name Icon Aircraft

Address 101 Commercial Way

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 822-0161 Fax Number _____

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

Monroe High School - HS diploma
 San Diego City College
 Regional Occupation Center, Bakersfield
 Kita Japanese Ceramics School, San Diego

Other special training or experience:

Student pilot

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

None.

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

I desire to be a more active member of my community and my airport. I love flying, aviation, and the Tehachapi Airport, and want to see it succeed and grow.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field



Date/Time Field March 21, 2013

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

323 West E Street
Tehachapi, CA. 93561
661-557-1271

gearhead.npink@yahoo.com

Michelle Hughes

Objective Airport Commissioner

Character Description Very driven. Extremely determined to meet personal and professional goals. Fourteen years of successful customer service, developing people skills. Excellent reputation for being honest, organized and reliable, responsible and competent. I achieve my dreams! Enjoy work, being productive, creative and increasing in knowledge.

Education **Presently** engaged in Private Pilot Training in Tehachapi, Ca.
2009- 2012- continued Automotive Education in Bakersfield, Ca.
2006 - Automotive Technology, Regional Occupation Center.
Bakersfield, Ca.
2003-2004 Child Development and Ceramics, San Diego City College
San Diego, Ca.
2002- Japanese Ceramics, KITA Ceramics School
San Diego, CA
2000- High School Diploma, Monroe High School
Tehachapi, Ca.

Work Experience

2012- Present: Icon Aircraft 661-822-0161
Shop Assistant/Administrative Assistant - Carb layups, clean up, Manage Inventory, Purchasing, General Office assistance, emailing and answer/monitor incoming calls, shipping and receiving.

2009- 2012: J&H Automotive 661-822-9171
Service Writer/ Supervisor - Manage 4 to 7 technicians. Including daily schedule, verify payroll, online/phone part orders. Interpret and document customer concerns and technician recommendations. Create repair invoices and quotes. Researching information and Addressing warranty claims, recalls and fleet management programs. Monitor productivity, inventory and quality. Account payables, Account receivables and Filing.

2008- 2009: Tehachapi Transmissions 661-822-3202
Office Assistant - Answering phones and scheduling appointments .Part orders. Computer input and banking. Quick books invoicing and accounting, Payroll, Filing, Organizing parts inventory, Cleaning and Filing.

2004- 2007: Tehachapi Hospital 661-823-3000
Admitting Clerk - Patient and Insurance input for ER Department. Collect payments. Prepare, retrieve, and organize Medical Records. Insurance Verification and Obtain Signatures. PBX Operator.

2000-2004: Wood Stock Pizza 619-265-0999
Manager and Prep Cook - Manage a crew of 3-15 people. Produce orders and maintaining customer satisfaction. Sales Reports and Deposits. Prepare food, cooking and cashiering.

RECEIVED

MAR 14 2013

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes

No

City of Tehachapi

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

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

Name EDWARD W. PULL

Address 3117 CALiente

City BAKERSFIELD State CA Zip Code 93306

Phone Number 1-661-303-1705 Fax Number _____

Email epull@BAKERS.COM

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

1. Airport Commissioner
2. _____
3. _____
4. _____

Occupation Retired Commercial Lieutenant

Business Name Dept of Corrections - Lancaster

Address 44750 60th St. W.

City LANCASTER State CA Zip Code 93536

Phone Number 661-729-2000 Fax Number _____

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

St. Johns University - 4yr - psychology B.S.
Ben Loe Forman's - high school mpls.
Commercial pilot - Instrument

Other special training or experience:

[Empty box for special training or experience]

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

Corrections Dept - hdg supervisor, corrections officer, corrections Sgt
Corrections Lieutenant, corrections Capt. (A)

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

I have been active in Aviation since 1964 to present, I have a
commercial, instrument rated license

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

[Empty box for conflict of interest explanation]

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

AUTHORIZATION AND RELEASE

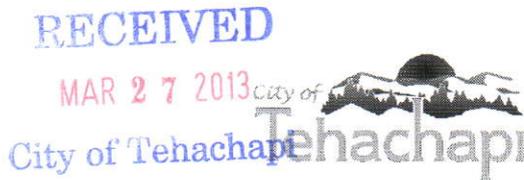
I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field



Date/Time Field

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



APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

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

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

Name Philip Charles Shinar

Address 9109 Heather Ave.

City California City State CA Zip Code 93505

Phone Number +1 (562) 225-0039 Fax Number

Email PCSHINAR@JUNO.COM

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

1. Airport Commissioner
- 2.
- 3.
- 4.

Occupation Retired

Business Name

Address

City State Zip Code

Phone Number Fax Number

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

California State University at Long Beach - Bachelor of Psychology
Pepperdine University - Master of Business Administration

Other special training or experience:

Private Pilot
Aircraft Owner

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

See attached resume, specifically: City of Los Angeles, Eugene Water & Electric (Oregon), Springfield Public Schools (Oregon)

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

I have been a California City resident for over three years with a Piper PA-28 Cherokee hangered at Cal City Airport. I fly to Tehachapi, park my aircraft and go into town to enjoy shops and restaurants on a regular basis. I consider Tehachapi Airport to be a benchmark for a "pilot friendly" community based general aviation airport. I would like to take part in efforts to keep it so.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field



Date/Time Field

3/25/2013

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

Resume, Philip C. Shinar

Mr. Shinar has worked over the last two decades to facilitate a balance between the demands of emerging innovative technologies and the "people skills" required in the maelstrom of business reengineering and information integration.

His firm, PC Shinar Associates, offers business reengineering facilitation, data analysis and training services to private and public sector clients in tune with this vision of balance and the robustness implicit in modern Business Reengineering and Information Management techniques.

Mr. Shinar has personally trained nearly 2,000 people in business process redesign specializing in activity and data modeling techniques.

Mr. Shinar has also been actively engaged with as a sub contractor in support of the United States Department of Defense (DoD) Corporate Information Management (CIM) initiative. He has provided training and facilitation services on numerous occasions to DoD agencies and the service branches.

Mr. Shinar has performed the duties of Data Administrator at the City of Los Angeles. He facilitated the Redevelopment Agency to establish a clear perspective of present and future data requirements and steered the evolution of facilities to meet the technical demands of implementing a data-sharing plan. At Hughes Tool Company, he managed a technical support group and performed technical database administration functions.

Mr. Shinar instructed and developed training programs at Burroughs Corporation in the field of database management. He has taught at California State University at Los Angeles, Department of Psychology.

Mr. Shinar has a Master of Business Administration from Pepperdine University and a Bachelor of Arts in Psychology from California State University at Long Beach.

Experience:

- 6/91- PC Shinar Associates, Long Beach, California
Business Reengineering Facilitation and Training Services
Provide Business Reengineering facilitation and training services to public and private sectors (see Client List). Specific services include the consulting to business redesign programs, strategic information planning, requirement analysis, project definition and initiation, as well as "facilitator mentoring" programs.
- Provide the delivery of training in the areas of activity and data modeling, information management, data administration, and facilitation techniques.
- 3/89-6/92 D. Appleton Company, Inc., Manhattan Beach, California
Training and Consulting Services
Coordinated and delivered standard business process and data modeling training and consulting services to clients using activity and data modeling techniques. Responsible for instructor development as well as quality control over instructional materials and delivery. Supervised new instruction programs and materials, for example, "train the trainer" programs, executive "modeling for managers" seminars, and process redesign facilitator certification programs.
- Personal average delivery load was 50 students per month. Trained over 800 Department of Defense individuals under programs such as the CIM Initiative. Other trainees come from Fortune 100 corporations who also have adopted CIM principles such as activity and data modeling techniques.
- 7/83-9/86 Community Redevelopment Agency of the City of Los Angeles
Data Administration
Managed the Agency's enterprise-wide data requirement efforts as well as planned and administered implementation strategy. Coordinated and facilitated individual business process and data requirement identification and improvement efforts. Performed internal business modeling and project management training. Regularly participated in Information Services strategic planning and had leadership roles in software acquisition projects. Additionally, performed as Acting System Development Manager during position transition.

Experience (con't):

- 5/81-6/83 Hughes Tool Corporation, Long Beach, California
Technical Support Management
Managed staff of 8-10 business analysts and technical experts responsible for providing support and leadership in data requirements database management, data communications, standard development, capacity planning, computer system performance, and personal computer networking. Coordinated and performed internal training to business practitioners in business modeling and computer system use.
- Hughes Tool Corporation, Long Beach, California
Data Base Administration
Designed and implemented the corporate financial database management system. Responsible for data definition, capture, access, integrity, recovery, and database system performance optimization.
- 6/78-5/81 Burroughs Corporation (now UNISYS), El Monte, California
Training Development and Instruction
Planned, designed, and implemented, instructional media, primarily in the field of database management systems. Media included both instructor-led as well as self-paced, computer-assisted individual instruction. Secondary responsibilities included the establishment of internal instruction development methodology and actual instruction delivery.
- 9/79-6/81 California State University at Los Angeles, Department of Psychology
Instruction in Psychology
Taught introductory psychology courses on a part time basis.

Education:

Pepperdine University - Master of Business Administration
California State University at Long Beach - Bachelor of Arts in Psychology

Professional Affiliations:

Society for Enterprise Engineering
American Society for Training and Development

Clients Served:

Public Agencies:

City of Los Angeles
Eugene Water and Electric Board (Oregon)
NASA Space Station
New York Department of Transportation
National Institute of Standards and Technology
Springfield Public Schools (Oregon)
United States Department of State

Department of Defense:

C³I
CIM Procurement Group
Defense Investigative Service
Defense Information Systems Agency
Directorate Defense Information
Electromagnetic Compatibility Analysis Center
Institute for Defense Analysis
Intelligence
Joint Logistics Command
Joint Service Task Team
Program Analysis and Evaluation

US Air Force:

Air Force Military Personnel Center
Air National Guard
HQ AFC4A/XPSD (Data Administration Office)
Space Command
US Air Force Europe

US Navy:

Naval Weapons, China Lake
Naval Weapons, Concord Navy Station

US Army:

Corps of Engineers
Continental US Army
DISC4
Inspector General
National Defense University
National Guard Bureau
Redstone Arsenal
Reserve Personnel Center
Software Development Center, Fort Lee
Software Development Center, Fort Huachuca
Surgeon General

Clients Served (con't):

Private Sector:

Allergan
Atlantic Richfield Company (ARCO)
Boeing
Bowater Paper Company
Brown Group
D. Appleton Company
Data Trac / Fields Financial
Digital Equipment Corporation
Ellissee Consulting
Exxon
Fokker Aircraft
General Atomics
GTE Data Systems
Hughes Aircraft
Hughes Tool
Kodak
LTV Corporation
Martin Marietta
Master Lock
McDonnell Douglas
Mobil Oil
Motorola
Power Computing
Product Data Exchange Specification (PDES) Group
Rambol and Hanniman
Rohr Industries
Southern California Edison
Systems Research Corporation
Ultra Systems
Web Laundry
Westinghouse Defense

CITY OF TEHACHAPI
RECEIVED

MAR 26 2013

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

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



CITY CLERK'S OFFICE
BY

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY	
City Resident:	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

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

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

Name Patrick Donahue

Address 25350 Bear Valley Blvd

City Tehachapi State CA Zip Code 93561

Phone Number 2134007200 Fax Number _____

Email pjdphoto@aol.com

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

1. Airport Commissioner
2. _____
3. _____
4. _____

Occupation Retired

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

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

Graduated Frankfurt American High School. Frankfurt Germany 1975.

Other special training or experience:

Licensed instrument rated pilot with 500 plus hours.

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

Chairman of the Parking and public improvement commission. Manhattan Beach, CA 90266 2007-2008

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

I'm a new resident just bought our house in November 2012. I want to be involved in the local community and feel that my experience and interest lend to this position.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field

Pat O'Neil

Date/Time Field

3/26/13

NOTE:

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

Patrick Donahue's involvement in the local community includes:

Graduate of Leadership Manhattan Beach class of 2002

Chairman of the board of Governors Manhattan Country Club 2003

Member of the Neighborhood Traffic Committee for the General Plan, Manhattan Beach 2003

Member of the construction oversight committee for the new police and fire facility Manhattan Beach 2004-2005

Vice President Leadership Manhattan Beach 2005

Member of the board and Main Stage manager for the Manhattan Beach Hometown Fair 2005-Present

Chairman of the Parking and Public Improvement Commission City of Manhattan Beach 2007-2008

Club Service Director, Manhattan Beach Rotary Club 2008

Vice Chair, Board of Directors, Manhattan Beach Chamber of Commerce 2009

Vice President, Manhattan Beach Coordinating Council 2009

Member of the Board of directors, FOLA- Foundation of Local Artists Manhattan Beach. 2009- Present

Sargent at Arms, Manhattan Beach Rotary Club 2011

Professional experience:

Founder and Owner, The Photo Lab and Digital Imaging, a successful commercial advertising and publicity photo lab and studio, with a staff of 25. Major clients included Universal Studios, Paramount Pictures, 20th Century Fox, NBC TV and CBS TV. 1984-2006

Owner, Pacific Sign Design. Major clients include Continental Development, Plaza El Segundo, Manhattan Village Mall and Manhattan Beach Education Foundation. 2006-2008

Patrick Donahue Photography, Commercial advertising and fine art photography. Clients include Beach Business Bank and Grand Vision Foundation.

E-mail: PJDPHOTO@aol.com / www.facebook.com/PJDPHOTO

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY
City Resident: Yes No

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

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

Name TIMOTHY (TIM) LOWELL FARMER
Address 25170 SACRAMENTO DR.
City TEHACHAPI (TBS) State CA. Zip Code 93561
Phone Number 818-248-2934 Fax Number _____
Email TL_FARMER@yahoo.com

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

- TEHACHAPI MUNICIPAL AIRPORT COMMISSIONER
- _____
- _____
- _____

Occupation Retired LAW ENFORCEMENT
Business Name —
Address _____
City _____ State _____ Zip Code _____
Phone Number _____ Fax Number _____

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

CALIFORNIA STATE UNIVERSITY, 1974
BS - POLICE SERVICE & ADMINISTRATION
USC - 1976 MASTER OF PUBLIC ADMIN
(MPA)

Other special training or experience:

EMPLOYED PART TIME 3-16-9-10 AS
AIRPORT ASSISTANT ASSISTED TOM BRASGOW
AND EASTON PATTERSON MAINTAIN AIRPORT.
PRIVATE PILOT 1500 HOURS

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

See Submitted Resume
CURRENTLY A BUS CERT.

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

I WISH TO ASSIST TOM BRASGOW,
EASTON PATTERSON, GREG GARRETT, TO MAKE
TSP EVEN BETTER THAN IT IS NOW.

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

I HAVE RECENTLY APPLIED WITH BVS
FOR CHIEF, BEAR VARNERS SPRINGS POLICE
DEPARTMENT. APPLIED 3-5-13.

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

AUTHORIZATION AND RELEASE

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

Signature Field

Timothy L. Thomas

Date/Time Field

3-6-13

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

Resume of Timothy L. Farmer

For Commissioner, Tehachapi Municipal Airport

RECEIVED
MAR 06 2013
City of Tehachapi

Timothy (Tim) L Farmer
25170 Jacaranda Dr
Tehachapi, California, 93561
818-248-2934
tl_farmer@yahoo.com

Employment:

1965-1966- Glendale California Police Officer

1966-1970- Los Angeles County Deputy Marshal

1970-2000- Los Angeles County District Attorney Investigator, Senior Investigator, Supervising Investigator. From 1994-2000 I was employed as a Supervising Investigator, equivalent to a Detective Sergeant on a large police department, and was responsible for the training, supervision, and officer safety of numerous subordinate DA Investigators, in three different assignments, i.e., Santa Monica Branch Office, Central Investigations (LA Criminal Courts Building), and Van Nuys Branch Office. During 1999-2000, I was in charge of protecting on a 24 hour basis, two deputy district attorneys (felony prosecutors) during the "Asian Boys" murder trial at the Van Nuys Superior Court. This was a year-long first degree murder trial, involving numerous hard-core gang defendants and numerous homicide victims. During this trial, a witness was assassinated at his home. We took no chances! Prior to the start of this trial, LAPD and DA intelligence sources revealed that this gang had plans to murder the Judge, LAPD detectives, and the two assigned deputy district attorney prosecutors. LAPD protected their detectives, the LA County Sheriff's Department protected the Judge, and District Attorney Investigators protected the prosecutors on a 24 hour basis, at their homes, during transportation to and from the court house, and in the court room.

From 1990-1994, I was assigned as the sole DA Investigator, full time, to assist the DA Sex Crimes and Child Abuse Unit, Composed of about 12 prosecutors, at the Criminal Courts Building, Los Angeles. I received special training, and investigated dozens of felony cases involving rape, kidnapping, and sexual crimes against children. One case I was involved with, an LAPD case, involving the kidnapping and numerous sex crimes committed against a young female, resulted in the conviction and sentencing of the defendant to over 100 years in state prison.

My other assignments as an Investigator and Senior Investigator, were to Witness Assistance, involving the subpoenaing and location of missing felony case witnesses. I assisted numerous prosecutors prepare their cases for trial. I was also assigned to the Special Investigations Division, from 1974-1979, where I investigated numerous officer-involved shootings, and allegations of officer-involved misconduct cases.

My most noteworthy case was in early 1979, when I was assigned as the sole DA Investigator to investigate the Eula Love LAPD shooting case, where a mentally ill woman in South Central LA was shot to death by 2 LAPD patrol officers, as she was throwing a knife at them. The 2 officers were exonerated, as the facts showed they were acting in self-defense, but the black community came very close to rioting. This was the "hottest" case that the DA's office ever had, until Rodney King, a few years later. Later assignments included Major Fraud, Welfare Fraud, and Juvenile.

EDUCATION:

1973- BS, Police Science and Administration, California State University, Los Angeles.

1976- Master of Public Administration, University of Southern California.

MILITARY:

US Army, California National Guard, 1963-1969. I received an Honorable Discharge. I Achieved the rank of Sergeant, Infantry. I Was activated on August 13, 1965, for riot duty during the Watts Riots in Los Angeles. I was involved in a rioter/sniper incident my first night, as I became his target. The sniper was subsequently killed.

INTERESTS:

Private Pilot. I have flown over 1500 hours in my Cessna 172, and have extensive instrument training, and have flown my plane around the US four times. I keep my plane at Tehachapi Airport.

Motorcycle Touring. I own a 2000 Honda Goldwing, and 2004 Harley Police Road King. I have ridden thousands of miles all over the US.

Snow Skiing- usually at Mammoth, California.

PERSONAL:

I have a grown daughter and two grandchildren. I have lived at my present address in Bear Valley Springs for over 4 years.

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 3/26/2013 - 8:22 AM



		Check Amount
Check No:	0	Check Date:
Vendor:	0030	The Bakersfield Californian
13081739		GG/Community Outreach/advertising
		1,102.30
		<hr/> 1,102.30
Check No:	0	Check Date:
Vendor:	0035	BC Laboratories, Inc.
B140751		Swr/samples/WWTP Headworks
B140801		Wtr/samples/Mojave & Dennison Wells
B140946 1		Wtr/samples/Highline Resv/Fig/Hickory/Curry V
B140946 2		Wtr/samples/Highline Resv/Fig/Hickory/Curry V
B141125		Wtr/samples/Curry Resv
B141126		Wtr/samples/Mojave & Dennison Wells
B141207		Swr/samples/WWTP Headworks
B141226		Wtr/samples/Curry Resv
B141233		Swr/samples/WWTP Headworks
		340.00
		30.00
		36.00
		100.00
		15.00
		30.00
		340.00
		15.00
		340.00
		<hr/> 1,246.00
Check No:	0	Check Date:
Vendor:	0101	Central San Joaquin Valley RMA
0300 1		Pooled Liab - Gen Gov
0300 10		Workers Comp - Landscape
0300 11		Workers Comp - Construction
0300 12		Workers Comp - Comm Dev.
0300 13		Workers Comp - IT
0300 14		Workers Comp - Police
0300 15		Workers Comp - Council
0300 16		Workers Comp - City Clerk
0300 17		Workers Comp - Treasurer
0300 18		Workers Comp - Streets
0300 19		Workers Comp - Refuse
0300 2		Pooled Liab - Finance
0300 20		Workers Comp - Water Distr.
0300 21		Workers Comp - WWTP
0300 22		Workers Comp - Transit
0300 23		Workers Comp - Airport
0300 3		Pooled Liab - Police
0300 4		Pooled Liab - Treasurer
0300 5		Pooled Liab - Water
0300 6		Pooled Liab - Sewer
0300 7		Workers Comp-Gen Gov
0300 8		Workers Comp-Finance
0300 9		Workers Comp - PW
		15,810.63
		819.36
		2,968.08
		1,383.72
		234.10
		15,994.21
		133.77
		58.53
		25.08
		1,496.58
		200.66
		257.71
		6,847.50
		4,748.93
		58.53
		2,441.35
		1,288.54
		117.32
		878.90
		878.90
		1,580.19
		204.84
		2,608.57
		<hr/> 61,036.00
Check No:	0	Check Date:
Vendor:	0155	FedEx

		Check Amount
25981500074	CD/ppd domestic	9.92
794734640180	CD/2day	16.78
794759095839	A/standard ovrnght	21.89
794804207240	GG/standard ovrnght	44.06
794831521039	GG/standard ovrnght	19.36
		112.01
Check No:	0 Check Date:	
Vendor:	0182 P&J Electric	
4444	Depot/wire to exhaust fan on outside of building	468.72
		468.72
Check No:	0 Check Date:	
Vendor:	0216 Judicial Data Systems Corporation	
3670	Parking Citation Revenue/parking activity 02/20	100.00
		100.00
Check No:	0 Check Date:	
Vendor:	0223 Kern County Auditors Office	
012013	Parking Citation Revenue Month of 01/2013	22.00
		22.00
Check No:	0 Check Date:	
Vendor:	0263 Lebeau, Thelen, LLP	
5	GG/Legal srvc-extra/Broome Family Trust	8,255.10
51	GG/Legal srvc-extra/Tehachapi Funding LLC	38.00
		8,293.10
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140138312	PW/dust mop/mats	31.90
140141836	Swr/dust mop/mats	35.09
140144187	Wtr/dust mop/mats	35.09
140145408	Wtr/dust mop/mats	35.09
140146603	Swr/dust mop/mats	35.09
140153859	PW/mats/twl cntr/pw tt/hndcl/cov twl/linen main	87.42
		259.68
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	
2127459	Swr/KernCnty gate-recycling fee/800 Enterprise	129.96
2127641	Swr/storage container/800 Enterprise Way	85.00
		214.96
Check No:	0 Check Date:	
Vendor:	0373 Thomas F. Schroeter, Attorney @ Law	
0325131	GG/legal services/Feb 26 through March 24 2013	3,210.00
0325132	A/legal services extra Ordinary/Feb 26 through March 24 2013	306.00
0325133	Rfs/legal services extra Ordinary/Feb 26 through March 24 2013	78.00
0325134	Wtr/legal services extra Ordinary/Feb 26 through March 24 2013	96.00
0325135	PERSM1 Empty Contribution/March 2013	-73.61
		3,616.39
Check No:	0 Check Date:	
Vendor:	0426 Tehachapi-Cummings County Water District	
10724700 022813	Wtr/service charge/Benz Sanitation	4.50
19638200 022813	Wtr/service charge/Landscaping	4.50

2324300 022813	Wtr/service charge/Henway	4.50
34854300 022813	Wtr/service charge/Warrior Park	4.50
39673800 022813	Wtr/service charge/Chemtool	4.50
577.657 022813	Wtr/service charge/TUSD	4.50
924370 022813	Wtr/service charge/Median	4.50

31.50

Check No:	0	Check Date:	
Vendor:	0441	Vulcan Materials Company	
296790		Wtr/6sk50	313.37

313.37

Check No:	0	Check Date:	
Vendor:	0476	WITTS Everything for the Office	
126528-0		GG/folders/envelopes/stapler/file folders	83.17
126576-0		GG/clipboard/crd holders/lgl ruled pad	46.80
126576-1		GG/lgl ruled pad	14.58
126602-0		CD/tape	17.82
126617-0		GG/markers/paper/note pks/pens/binder clips/tap	271.11
126658-0		GG/clipboard/envelopes	102.01
126699-0		GG/paper/wrlss mouse	92.56
126700-0		GG/envelopes	91.36
126708-0		GG/forms holder	24.50
126712-0		GG/paper	68.78
126752-0		GG/keyboard platform	246.18
606372-0		Wtr/shipping charge	10.00

1,068.87

Check No:	0	Check Date:	
Vendor:	0525	All American Tire & Service Center LLC.	
35262		Swr/flat repair	20.00

20.00

Check No:	0	Check Date:	
Vendor:	0543	BSE Rents	
557929		Wtr/auger	71.79
558099		Wtr/flat soapstone 6pk	2.69

74.48

Check No:	0	Check Date:	
Vendor:	0689	Pioneer True Value Home Center	
62167		PD/joist hanger	35.65

35.65

Check No:	0	Check Date:	
Vendor:	0832	ACWA/JPIA	
04012013 1		Medical	67,076.04
04012013 2		Dental	7,500.20
04012013 3		Vision	861.91
04012013 4		Life/AD&D	1,263.08

76,701.23

Check No:	0	Check Date:	
Vendor:	1055	Mercury Graphics	
4300		GG/envelopes	63.43

63.43

Check No:	0	Check Date:		
Vendor:	1071	Main Street Tehachapi, Inc.		
Mem2013		GG/membership for March 2013 through Feb 20		100.00
Mem2013 2		PD/membership for March 2013 through Feb 20		100.00
				<hr/>
				200.00
Check No:	0	Check Date:		
Vendor:	1280	Chemsearch		
1031718		Swr/acrosol		166.16
				<hr/>
				166.16
Check No:	0	Check Date:		
Vendor:	1287	Century Glass		
TH31078		GG/reglaze broken window/108 Pinon		298.00
				<hr/>
				298.00
Check No:	0	Check Date:		
Vendor:	1352	HMA		
8030		CD/general plan map revisions/layout/managem		1,041.25
				<hr/>
				1,041.25
Check No:	0	Check Date:		
Vendor:	1729	Alpha Landscape Maintenance		
11504		GG/City offices		45.38
11504 10		Strt/South Curry		207.93
11504 11		Lndscp/Heritage Oak		787.98
11504 12		Lndscp/KB tract/Dennison		3,293.96
11504 13		Strt/trees		113.10
11504 14		Strt/Dennison street		658.10
11504 15		Lndscp/Clear View		294.12
11504 16		GG/Pioneer Park		506.04
11504 17		GG/Old Town planters		71.32
11504 18		Lndscp/Mill Street cottages		22.49
11504 19		GG/Old fire house on Pinon		109.63
11504 2		GG/Market Place & Union Pacific		201.79
11504 20		GG/Robinson Park		461.02
11504 21		GG/Taco sandwich & wall		25.68
11504 22		GG/Senior center		95.95
11504 23		GG/Railroad Depot		116.44
11504 24		GG/Robinson parking lot		22.85
11504 25		Lndscp/Red Barn		80.59
11504 26		PD/new Police bldg		457.08
11504 3		Strt/Mill Street Islands		392.38
11504 4		Strt/Capitol Hills (South Islands)		246.63
11504 5		Lndscp/Manzanita Park		693.93
11504 6		Lndscp/KB tract Highland LMD		468.03
11504 7		Lndscp/Alta tract/Warrior Park		4,082.07
11504 8		Lndscp/Alta Parkway lawns		160.38
11504 9		Lndscp/all planterws Highline & tract perimeter		1,433.48
115061		Mkt P1 - Union Pac		1.45
1150610		Heritage Oaks		14.52
1150611		KB-Dennison		40.65
1150612		Dennison St		4.36
1150613		Clearview		1.45
1150614		Pioneer Park		4.36
1150615		Old Town Planter		1.45
1150616		Mill St Cottages		0.72
1150617		Pinon House		1.46

1150618	Robinson Park	1.45
1150619	Taco Samich	1.45
115062	Mill St Island	4.36
1150620	Sr Center	1.45
1150621	RR Depot	2.90
1150622	Robinson pkg lot	0.73
115063	Capitol Hills	2.90
115064	Manzanita Park	4.36
115065	KB Tract-Highland	1.45
115066	Alta Tract-Warrior Park	33.39
115067	Alta Parkway Lawns	2.90
115068	Alta Planters-Highline & Tr	14.52
115069	South Curry	2.90

15,193.53

Check No:	0	Check Date:		
Vendor:	1801	HD Supply Waterworks, LTD		
6208116		Wtr/utility box/stl checker plate/conc lid		574.20
6214775		Wtr/meters		728.63
6249281		Wtr/tapping machine/drill bit/shell cutter		2,862.73
6270103		Wtr/meter		728.63
6270297		Wtr/brass oval mtr flg nl		52.46
6313811		Wtr/brass bolts/hex nuts		129.00
6314237		Wtr/brass hex bushing/pe tubing		139.37
6314316		Wtr/1 1/2" no lead 90/ball corp mip/ang bmv		1,092.20
6314630		Wtr/sad 6x2ip		254.99
6321651		Wtr/pe tubing/pe pipe		414.95
6338212		Wtr/ball corp mxpjcts		155.88
6352156		Wtr/reed hdhs1875/re heavy duty hdhs1438		271.26

7,404.30

Check No:	0	Check Date:		
Vendor:	1855	Gemini Group L.L.C.		
113-11212		Wtr/prepayment for CCR mailing services		812.00

812.00

Check No:	0	Check Date:		
Vendor:	1860	Kern County Waste Management Dept.		
180498716		TR 6216/sump maint/demo waste		65.40

65.40

Check No:	0	Check Date:		
Vendor:	1947	Tehachapi Lawn and Garden		
031313		PW/saw chains		137.56

137.56

Check No:	0	Check Date:		
Vendor:	1973	Union Pacific Railroad		
260179125		Facility Lease/LS-Rent 04/01/2013 to 03/31/201		5,435.71

5,435.71

Check No:	0	Check Date:		
Vendor:	2047	Fred C. Gilbert Company		
579289		Swr/head assy/diaphragm		312.98
579460		Swr/injection lance/o-ring injection lance		357.77

670.75

Check No:	0	Check Date:		
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Vendor:	2111 Swift Napa Auto Parts	
770438	PW/switches/floor mat	47.27
		<hr/>
		47.27
Check No:	0	Check Date:
Vendor:	2147 Coffee Break Service, Inc.	
0190602	GG/coffee/cream/sugar/hot cups/ppr cups	244.43
191216	GG/24-7 cups/return	-98.43
191222	GG/stir stixs	15.26
MAR3620	GG/rental water cooler	26.95
		<hr/>
		188.21
Check No:	0	Check Date:
Vendor:	2151 Melo's Gas & Gear	
00501754	Wtr/oxygen compressed/acetylene	39.02
		<hr/>
		39.02
Check No:	0	Check Date:
Vendor:	2200 Argo Chemical	
1303043	Wtr/chlor sol	878.21
		<hr/>
		878.21
Check No:	0	Check Date:
Vendor:	2459 CSG Systems, Inc.	
733846 1	Rfs/printing	104.58
733846 2	Wtr/printing	261.46
733846 3	Swr/printing	156.87
733846 4	Rfs/postage	202.73
733846 5	Wtr/postage	506.85
733846 6	Swr/postage	304.11
733846 7	GG/postage	23.24
		<hr/>
		1,559.84
Check No:	0	Check Date:
Vendor:	2636 High Desert Wireless Broadband Communication	
20216	IT/consulting hours for January 2013	4,486.25
20241	IT/consulting hours for February 2013	2,212.50
		<hr/>
		6,698.75
Check No:	0	Check Date:
Vendor:	2752 Fastenal Company	
CATEH1202	Swr/fluke 789 process meter	912.60
		<hr/>
		912.60
Check No:	0	Check Date:
Vendor:	2776 Consolidated Electrical Dist.	
0351-794129	TR 6216/sump maint/sp132897	1,209.38
		<hr/>
		1,209.38
Check No:	0	Check Date:
Vendor:	2854 Christopher B. Kirk	
031113	PW/mileage reimbursement/LCACities PW Offi	264.42
		<hr/>
		264.42
Check No:	0	Check Date:
Vendor:	2874 Department of Justice, Accounting Office	
961029 1	PD/fingerprint apps	96.00

		Check Amount
961029 2	PD/fingerprint - FBI	17.00
961029 3	PD/firearms/security off.	38.00
961029 4	PD/record review - billed	25.00
		176.00
Check No:	0 Check Date:	
Vendor:	2892 Mountain Maintenance Group, Inc.	
4543 1	GG/cleaning/115 S Robinson st	480.00
4543 2	PD/cleaning/129 E F st	600.00
4543 3	Depot/cleaning	750.00
4543 4	Airport/cleaning	170.00
4543 5	WWTP/cleaning	340.00
4544 1	GG/cleaning/115 S Robinson st	480.00
4544 2	PD/cleaning/129 E F st	600.00
4544 3	Depot/cleaning	250.00
4544 4	Airport/cleaning	170.00
4544 5	WWTP/cleaning/750 Enterprise Way	340.00
		4,180.00
Check No:	0 Check Date:	
Vendor:	2981 Burke, Williams & Sorenson, LLP	
164579	Foreclosure expense/AD 89-3	1,301.97
		1,301.97
Check No:	0 Check Date:	
Vendor:	2994 Richards Watson & Gershon	
188385	GG/Successor Agency expense/12671-0006 AB	5,527.50
		5,527.50
Check No:	0 Check Date:	
Vendor:	3066 AECOM Technical Services, Inc.	
37318793A	Building Permit/Best Western Lobby mod/plan c	211.25
37318793B	Building Permit/Carolyn room LDC/plan check	292.78
37318793C	Building Permit/Best Western/plan check	214.50
37318793D	Building Permit/Proffitt/plan check	958.60
		1,677.13
Check No:	0 Check Date:	
Vendor:	3104 Hilltop Publishers Home of the Loop The Loop	
13175	GG/B&W ad/Vol 2404 March 2	150.00
		150.00
Check No:	0 Check Date:	
Vendor:	3225 PFT/Alexander, Inc.	
6536	A/field service/fuel farm repair/parts/labor/milea	8,431.06
6537	A/field service/fuel farm repair/install correct eq	4,536.35
6538	A/field service/fuel farm repair/red jacket pump/	1,087.36
		14,054.77
Check No:	0 Check Date:	
Vendor:	3264 Trader Bo's Western & Work Wear	
630055	Wtr/safety toe boots/RMontgomery	182.74
		182.74
Check No:	0 Check Date:	
Vendor:	3281 Statewide Safety & Signs, Inc.	
857	Strts/perf anchor	367.38

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 3/12/2013 - 4:34 PM



			Check Amount
Check No:	37673	Check Date: 03/12/2013	
Vendor:	3280	Nichols Consulting	
2013-01		GG/State Mandated Cost consulting services/Fet	800.00
2013-03		GG/State Mandated Cost consulting services/Ma	800.00
			<hr/>
			1,600.00
			<hr/>
Date Totals:			1,600.00
			<hr/>
Report Total:			1,600.00
			<hr/> <hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 3/19/2013 - 8:04 AM



			Check Amount
Check No:	37734	Check Date: 03/19/2013	
Vendor:	1851	AT&T	
030113		GG/white page account	11.83
			11.83
Check No:	37735	Check Date: 03/19/2013	
Vendor:	2963	AT&T	
4156874		Swr/telemetry sys	15.96
4163892		Swr/WWTP office	103.30
4163894		GG/City Hall fax	59.31
4163895		A/awos	15.65
4163896		PW/fax	31.01
4163897		A/fuel sys	15.96
4163900		Swr/scada	85.95
4164414		GG/108 Pinon	15.65
4164691		PD/breathalyzer machine	15.96
4164757		Depot	47.06
			405.81
Check No:	37736	Check Date: 03/19/2013	
Vendor:	2893	Cardmember Service	
031813		Wtr/repair	41.11
			41.11
Check No:	37737	Check Date: 03/19/2013	
Vendor:	1321	Culligan Water Conditioning	
030113		PD/acd rental	29.00
			29.00
Check No:	37738	Check Date: 03/19/2013	
Vendor:	1822	Ed Grimes	
031313		Council/meals	49.93
031313 2		Council/mileage	412.45
			462.38
Check No:	37739	Check Date: 03/19/2013	
Vendor:	1967	Kern County Recorder-Assessor's Office	
2013-01		PD/parcel map waiver No. 2013-01	27.00
			27.00
Check No:	37740	Check Date: 03/19/2013	
Vendor:	0372	Southern California Edison	
03041310		Strt/326 E D st	20.35
03041311		Strt/Teh blv W/O Green	16.89
03041312		Strt/103 Teh blv	101.12
03041313		Strt/101 Teh blv #B	223.55
03041314		Strt/110 S Mill st	164.09

03041315	Strt/Curry/D st	16.89
03041316	Wtr/358 E D st	1,384.88
0304138	Strt/Teh blv/Bailey av	79.61
0304139	Strt/303 E ave D	15.72
03061349	Strt/Highway 202	32.51
03061350	Strt/Highway 202	69.41
03071322	LLD/1347 Clasico dr PED	42.74
03071323	LLD/1115 Alder av PED	25.01
03071324	LLD/1415 Alder av PED	24.87
03071337	Wtr/Curry	5,440.53
03071347	Strt/Curry st/Walnut	16.89
03081318	LLD/180 Valley	25.01
03081319	LLD/311 Sutter st	25.30
03081320	LLD/501 1/2 Pinon	25.01
03081321	LLD/115 Manzanita Lane	25.01
03081338	Swr/000000 Teh blv	212.72
03081339	Strt/Tehachapi/Tucker	49.61
03081343	Strt/100 W Teh blv #B	191.60
03081344	Strt/101 W F st	302.57
03081345	Strt/Tr 2995 Oakwood/Valley	7,489.18
03081346	Strt/Tr 2995 Oakwood/Valley	252.96
03081347	Strt/Tr 2995 Oakwood/Valley	179.52
03081351	Strt/Curry st S/O Pinon st	16.89
03081352	Strt/Valley blv W/O Dennison	401.77
03081353	Strt/Goodrick dr E/O Dennison	200.88
03081354	Strt/Dennison/Brett av	43.75
03081355	Strt/800 S Curry st	32.51
03081356	Strt/Tehachapi blv/Dennison	12.68
03081357	Strt/710 W Tehachapi blv	164.55
03081358	Strt/Tucker/Valley	129.65
03081359	Strt/Mill st S/O E st	11.40
03081360	Strt/Highline & Curry	16.53
03081361	Strt/F st E/O Mulberry	182.87
03081362	Strt/Mill and J st	109.57
03081363	Strt/TR 45361 Mulberry ap	56.86
03081364	Strt/Mill and J st	72.89
03081365	Strt/Tucker rd/Hwy 203	173.97
03081366	Strt/1300 Goodrick dr # Z	24.72
03091325	Strt/Dennison/Pinon st	1,250.40
03091326	Strts/Manzanite/Green	281.57
03091327	Strts/Mill st/D st	76.95
03091328	Strts/1199 Canyon drive East	25.01
03091329	Strts/1200 S Dennison	25.14
03091330	Strts/1202 S Dennison	26.14
03091331	Strts/1000 Canyon dr W	23.88
03091332	Strts/409 Bailey ct	152.24
03091332	Wtr/Pinon	1,551.68
03091333	Wtr/Wht Oak Extnd E Curry	797.34
03091334	Wtr/Wht Oak Extnd E Curry	20.33
03091335	Wtr/1299 S Curry st	1,455.42
03091336	Wtr/129 Brentwood dr	1,772.53
03091340	Swr/755 Steuber Well	145.63
03091348	Strt/Mulberry/Brentwood	76.26
0312132	Wtr/NW cor Anita/Dennison	1,657.38
0312133	Wtr/NW cor Anita/Dennison	20.33
0312134	Wtr/126 S Snyder av	134.42
0312135	Wtr/126 S Snyder av	20.33
0312136	LLD/115 Manzanita st	25.30
0312137	LLD/209 E Highline rd PED	26.60

03271317	Traffic Signal/801 Mountain View av	55.52
03271341	Swr/880 Enterprise	1,694.71
03271342	Swr/800 Enterprise	4,707.77
		<hr/>
		34,127.92
Check No:	37741 Check Date: 03/19/2013	
Vendor:	0433 Tehachapi Recycling, Inc.	
2032013	Recycling contract	14,386.41
		<hr/>
		14,386.41
Check No:	37742 Check Date: 03/19/2013	
Vendor:	0434 Tehachapi Sanitation	
2012013	Kern County gate fees	14,407.27
2022013	Refuse contract	66,611.79
		<hr/>
		81,019.06
Check No:	37743 Check Date: 03/19/2013	
Vendor:	3011 Verizon Wireless	
1166249412	Wtr/mobile broadband	15.01
1166249412 2	Swr/mobile broadband	15.01
		<hr/>
		30.02
		<hr/>
Date Totals:		130,540.54
		<hr/>
Report Total:		130,540.54
		<hr/>
		<hr/>



SUCCESSOR AGENCY TO

THE TEHACHAPI REDEVELOPMENT AGENCY

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature over the City Manager line]

MEETING DATE: APRIL 1, 2013 AGENDA SECTION: FINANCE DIRECTOR

TO: BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MARCH 25, 2013

SUBJECT: CONSULTANT AGREEMENT WITH SEIFEL CONSULTING, INC. TO PROVIDE THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY CONSULTING SERVICES

BACKGROUND

Seifel Consulting Inc. has previously provided redevelopment related services to the City of Tehachapi, including general redevelopment and housing advisory services.

They currently provide redevelopment dissolution services to their clients for services such as preparation of Recognized Obligation Payment Schedules (ROPS), reviewing Due Diligence Reports, preparing Long Range Property Management Plans and providing strategic advisory services as needed. Since amending documents once submitted to the California State Department of Finance is almost impossible, staff feels that having Seifel review documents such as the ROPS prior to submittal is beneficial to the agency.

FISCAL IMPACT

Since the service will be on an as needed basis, it is hard to predict the fiscal impact.

RECOMMENDATION

Approve an agreement with Seifel Consulting, Inc. to be drafted and approved by the City Attorney for consulting services.

Work Program

Task 1. Kick Off Conference Call, Data Collection, and Project Management

The first step in our work program will be a conference call with City staff to review the proposed work tasks and discuss how they can most efficiently and effectively be implemented. During this conference call, we will:

- Refine the work program, as necessary, to better address the City's needs
- Determine how each work task can best be accomplished and designate City staff point person(s) who will help assemble materials, schedule meetings and direct our work effort
- Prepare a follow-up "to do" list of tasks and data requests
- Schedule follow-up calls or meeting(s)

Throughout the work effort, Seifel staff will communicate via phone and e-mail with City staff. These calls will be scheduled periodically and will serve to evaluate the progress of the project work, obtain additional information and review work performed to date. Electronic communication will be used to request information and document what has been accomplished.

Task 2. Advisory Services for the Successor Agency

Seifel Consulting Inc. will advise the City in its capacity as the Successor Agency on various aspects of its activities and operations related to the wind-down of the former Redevelopment Agency (RDA). Consulting services may include assistance with the following:

- Preparation and/or review of Recognized Obligation Payment Schedules, and other services for compliance with the requirements of California Community Redevelopment Law, including the provisions of ABx1 26, AB 1484, and any subsequent follow-up legislation.
- Preparation and/or support for the "Meet and Confer" process with the California State Department of Finance, if needed.
- Review of calculations of the FY 2011/12 pass through payments and residual distributions of the Redevelopment Property Tax Trust Fund required by Section 34183.5.
- Asset disposition strategies and analysis, including real estate pro forma due diligence analysis, financial feasibility studies, market analysis, and preparation and/or review of the Long-Range Property Management Plan for real property of the former RDA and property disposition.
- Audit support and financial analysis, including tax increment projections, pass-through payment calculations, review of existing pass-through agreements, and reconciliation of payments made to taxing entities.
- Strategic review of current and future cash flow, including existing bond proceeds and debt services.
- Presentation, preparation and/or attendance at meetings such as the Successor Agency, Planning Commission, and City Council.

Task 3. Additional Advisory Services

This scope of services is based on our understanding of the City's needs and the tasks to be performed for this assignment. Seifel will provide additional services upon client approval, which may include, but are not limited to:

- Preparing additional financial analyses, if authorized by City staff.
- Preparing presentations for and/or participating in public or staff meetings.
- Preparing additional analyses or written products, as mutually agreed upon.
- Providing additional advisory services, as mutually agreed upon.

These additional services will be billed on a time and materials basis based on the billing rates below.

Overview of Compensation

Based on our understanding of the scope of work, Seifel proposes to bill on a time and materials basis up to a budget maximum of \$15,000. Seifel's billing rates are as follows:

2013 Hourly Rates (Time)

President	\$250
Senior Managing Consultant	\$195
Consultant	\$125
Analyst	\$115
Administrative Support	\$75

Expenses (Materials)

Seifel Consulting Inc. bills expenses as follows:

- In order to lessen time-consuming paperwork and processing costs, a 2% overhead charge will be added to each invoice to cover a portion of reimbursable expenses, including phone charges, in-house photocopying/printing, delivery charges and miscellaneous other charges under \$25.
- Travel costs, if necessary, would be billed on a direct reimbursable basis. Automobile mileage charges will be billed based on the IRS Optional Standard Mileage Rate. Other travel and per diem expenses, including airfare, automobile rental and hotel (if necessary) are charged at actual cost.

Assigned Staff

Elizabeth (Libby) Seifel, President of Seifel Consulting Inc., will lead the project and assure that all work is completed as agreed upon. Ms. Seifel is a certified planner (AICP) who has been applying the principles of real estate economics and planning to property development, redevelopment and affordable housing for over 30 years. Since founding her firm in 1990, Ms. Seifel has managed more than 800 consulting assignments. She has advised private developers, investors and governments in the western and southern United States on residential, commercial and industrial projects ranging in value from \$5 million to \$4 billion. She has guided the development of thousands of market-rate and affordable housing units. She has also performed economic and fiscal impact analyses, and recommended public financing strategies on a wide variety of proposed developments. Ms. Seifel is an instructor at U.C. Berkeley Extension teaching courses on redevelopment, affordable housing and public/private partnerships. She has been an instructor, panelist or moderator for conferences or training institutes for the American Planning Association, California Association of Local Economic Development, California Redevelopment Association, Housing California, League of California Cities, and Urban Land Institute.

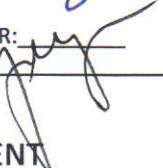
Marie Munson is a Senior Managing Consultant at Seifel Consulting Inc., providing strategic advisory services on a variety of assignments including redevelopment, real estate, housing and economics projects. She brings over 30 years of professional experience in urban planning, affordable housing, economic development, local government, communications, and project management. She has advised counties, cities, joint powers authorities and redevelopment agencies on project feasibility, and program and project implementation. Ms. Munson provides advisory services to several clients on compliance with the Redevelopment Dissolution Act (ABx1 26) and related legislation, as well as opportunities in a post-redevelopment environment. Clients include the Cities of Concord, Rohnert Park, and City of San Fernando, and the Counties of Los Angeles and Mendocino. Services include assistance with the preparation or review of ROPS and other documents, as well as monitoring and advising on legislation.

Kohki Shiga is a Senior Managing Consultant at Seifel Consulting Inc., providing advisory services on a wide variety of assignments related to redevelopment dissolution, real estate, urban economics, housing, and redevelopment. Mr. Shiga's professional expertise includes real estate economics, financial feasibility analysis, fiscal and economic impact analysis, cost benefit analysis, and due diligence. Mr. Shiga brings more than 20 years of professional experience in real estate finance, financial and business consulting, and project management. Mr. Shiga has provided redevelopment consulting services including tax increment projections, pass-through calculations, housing development finance, and economic/physical blight analyses. He has also provided redevelopment dissolution services, including the review of numerous Recognized Obligation Payment Schedules (ROPS) and other documents required by the Redevelopment Dissolution Act (ABx1 26) and related legislation.

Nicolas Cranmer, Analyst at Seifel Consulting Inc., is a planner with a background in redevelopment, affordable housing, community development, and regional and international development. He has also provided redevelopment dissolution services, including the review of numerous Recognized Obligation Payment Schedules (ROPS) and other documents required by the Redevelopment Dissolution Act (ABx1 26) and related legislation. Mr. Cranmer recently completed his Master's degree in Urban Planning at UCLA, and is currently working on redevelopment dissolution services and economic analysis projects. Mr. Cranmer has a Master of Arts in Urban Planning from the University of California, Los Angeles, and a Bachelor of Arts in Architecture from the University of Washington, Seattle.



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: APRIL 1, 2013 **AGENDA SECTION:** COMMUNITY DEVELOPMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: DAVID JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: MARCH 27, 2013

SUBJECT: INTRODUCTION OF ORDINANCE AMENDING THE USES PERMITTED IN THE LOW DENSITY SINGLE-FAMILY RESIDENTIAL (R-1) DISTRICT

BACKGROUND

Currently Tehachapi Municipal Code Section 18.18.020 only allows Residential Care Facilities for the Elderly serving six (6) or fewer individuals as an “outright permitted use”. The current zoning code makes no mention of Group Homes serving six (6) or fewer persons. However, State Law has preempted any control by local jurisdictions over the issue of Group Homes. In this regard Group Homes serving six (6) or fewer people is considered a permitted use per State Fair Housing Law by right and the City has a legal obligation to reflect the right in its applicable zoning code.

In 2011, the Kern County Community Development Department (County) determined, through their Impediments to Fair Housing analysis, that the City of Tehachapi’s Zoning Code was not in compliance with the mandatory State requirement that Group Homes of six (6) or fewer people be allowed as a permitted use.

The County had also indicated that along with Tehachapi, virtually every incorporated City in Kern County was non-compliant in this regard. It is staff’s understanding however that since this determination, all other incorporated cities within Kern County are in the process of complying with the state mandated requirement and HUD is now threatening to withhold the County’s CDBG funding to the City of Tehachapi until such time that the City amend the current Zoning Code.

Also, as the City Council is aware, the City of Tehachapi Housing Element is in the process of being updated and a first draft has been provided to Community Development staff for their review and comment. The draft Housing Element Update document includes a discussion of State and Federal Housing Law and identifies areas that are inconsistent or noncompliant. In this regard, the draft Housing Element Update has also acknowledged that the City of Tehachapi Municipal Code is non-compliant with the issue of Group Homes serving six (6) or fewer individuals as an outright permitted use.

The issue of allowing Group Homes of six (6) or fewer individuals as an “outright permitted use” in the R-1-8 zoning district had already been vetted by the Planning Commission on August 8, 2011.

The City has turned the matter over to Lisa Wise Consulting for her assistance and expertise on the subject matter. Please refer to her staff report contained herein as Attachment A.

RECOMMENDATION

Based upon the above circumstances, the City of Tehachapi is introducing an Ordinance which would amend Ordinance No.'s 572 and 613 and Subsection I of the Tehachapi Municipal Code Section 18.18.020 to reword the zoning code to state "Residential Care Facilities or group homes serving six (6) or fewer people are allowed as an outright permitted use in conformance with State law."

DATE: March 25, 2013

TO: David James, Community Development Director

FROM: Lisa Wise

RE: Ordinance Amending the Uses Permitted in the Low-density Single-family Residential (R-1) District

Currently Tehachapi Municipal Code Section 18.18.020 only allows Residential Care Facilities for the Elderly serving six (6) or fewer individuals as an outright permitted use. The current zoning code makes no mention of Group Homes serving six (6) or fewer persons. However, federal and State law has preempted any control by local jurisdictions over the issue of Group Homes. In this regard, Group Homes serving six (6) or fewer people regardless of age shall be considered a residential use subject to the same requirements as other residential uses in the same zone (i.e. considered an outright permitted use). However, Group Homes must comply with all City regulations that are enforced for single-family homes, such as development standards, parking, noise, maintenance, etc.

This matter was first brought to the City Council for introduction on August 15, 2011. However, the item was never formally adopted and the item is being brought back for consideration.

In addition, the Kern County Community Development Department (County) has determined through their Impediments to Fair Housing analysis that the City of Tehachapi's Zoning Code is not in compliance with the mandatory State requirement that Group Homes of six (6) or fewer people be allowed as an outright permitted use.

Also, as the City Council is aware, the City of Tehachapi Housing Element is in the process of being updated and a first draft has been provided to Community Development staff for their review and comment. The draft Housing Element Update document includes a discussion of State and Federal Housing Law and identifies areas that are inconsistent or noncompliant. In this regard, the draft Housing Element Update has also acknowledged that the City of Tehachapi Municipal Code is non-compliant with the issue of Group Homes serving six (6) or fewer individuals as an outright permitted use.

While the City regulations may not be in full compliance with State laws, there has not been a great interest to locate a Group Homes of six (6) or fewer individuals in the City, and the the current Zoning Code has not kept a Group Home of six (6) or fewer individuals from being established in the City limits. In the same respect, by amending the ordinance it is also unlikely that the amendment will open the floodgates, so to speak, on group homes within the City.

As the City Council is also aware, the Community Development Department is working on consistency zoning in order to update the zoning codes towards achieving internal consistency between the zoning code and the recently adopted General Plan as required by the State Land Use Law.

It was the Community Development Department's intention of updating the Housing Element and folding the Group Home compliance issue into the new Zoning Code as a more comprehensive approach to addressing the issue. However, the Kern County Community Development Department has indicated that HUD is threatening to withhold the City's CDBG funding for the Freedom Plaza project, because of noncompliance with Group Housing requirements. Moreover, the City could be required to refund past CDBG funding along with other punitive measures.

In this regard, there is a heightened sense of urgency to amend the Municipal Code relative to the Group Home issue expeditiously and the City simply does not have the luxury of addressing this issue in the larger context of the Zoning Code update.

It is worth noting that at the time this matter was first brought to the attention of the City Council none of the Kern County incorporated communities were compliant with the Group Home mandate. However, at this juncture, the City of Tehachapi is currently the only non-compliant city in Kern County.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI AMENDING THE USES PERMITTED IN THE
LOW DENSITY SINGLE-FAMILY RESIDENTIAL (R-1)
DISTRICT**

**THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY ORDAIN AS
FOLLOWS:**

Section 1. AMENDMENT.

Ordinance Nos. 572 and 613 and Tehachapi Municipal Code Section 18.18.020 is hereby amended to replace Subsection I with the following: "Residential Care Facilities serving six (6) or fewer people as regulated by Health & Safety Code Section 1568.0831."

Section 2. SEVERABILITY.

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

Section 3. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days after the date of its passage and within fifteen (15) days of its passage shall be published in any 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 1st day of April, 2013.

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

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

PHILIP SMITH, Mayor of the City
of Tehachapi, California

ATTEST:

ASHLEY WHITMORE, Deputy 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 _____, 2013.

ASHLEY WHITMORE, Deputy City Clerk
of the City of Tehachapi, California

Published: _____



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: <i>J.S.</i>
CITY MANAGER: <i>[Signature]</i>

MEETING DATE: APRIL 1, 2013 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER

DATE: MARCH 26, 2013

SUBJECT: "C" STREET WATERLINE REPLACEMENT PROJECT – NOTICE OF COMPLETION

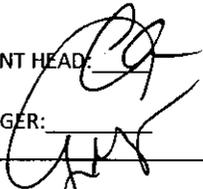
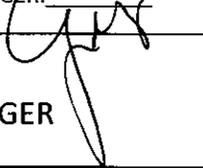
BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with HPS Mechanical Inc., for the "C" Street Waterline Replacement Project. 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. At this time, a Notice of Completion must be filed in order to close the contract.

RECOMMENDATION

APPROVE THE NOTICE OF COMPLETION FOR THE "C" STREET WATERLINE REPLACEMENT PROJECT AND DIRECT STAFF TO RECORD SAME

COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: APRIL 1, 2013 **AGENDA SECTION:** ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: MARCH 27, 2013

SUBJECT: PYRO SPECTACULARS AGREEMENT

BACKGROUND

As the Council may recall, Pyro Spectaculars, Inc. has provided the fireworks display for the July 4th Hotdog Festival in previous years. This year, Staff has worked with Pyro Spectaculars again to initiate a fireworks display at 9:00 p.m. at the Airport on July 4, 2013.

FISCAL IMPACT

The cost of the fireworks display is \$20,000.00 which includes the full service production, liability insurance and necessary permits.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC.

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2013 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Tehachapi, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2013, at approximately 9:00 P.M., at Tehachapi Municipal Airport Rodeo, Tehachapi, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$20,000.00 USD (TWENTY THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$10,000.00 USD (TEN THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$ 70.00 OR an amount to be determined, for a total of \$10,070.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 4, 2013. The balance of the Fee shall be paid no later than July 5, 2013. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Kern County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Tehachapi, 115 S. Robinson St., Tehachapi, CA 93561.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Tehachapi
Program A
July 4, 2013
Page 3 of 4

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

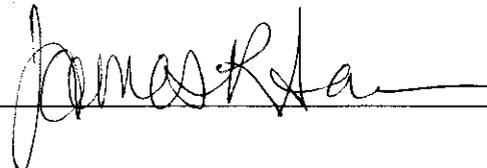
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 4, 2013
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Tehachapi

By: 
Its: President

By: _____

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

SCOPE OF WORK
PYRO SPECTACULARS, INC. (“PYRO”)
and
City of Tehachapi (“CLIENT”)

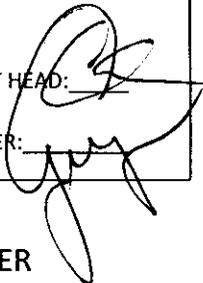
Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2013, at approximately 9:00 P.M. at Tehachapi Municipal Airport Rodeo Grounds; Tehachapi, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: APRIL 1, 2013 AGENDA SECTION: ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: MARCH 27, 2013

SUBJECT: DISPOSITION OF PROPERTY

BACKGROUND

The City is in possession of vehicles, supplies and equipment that have become outdated or inoperable and no longer serve a useful purpose for City business. Prior to scrapping these items, the City Council must adopt a resolution authorizing their disposition.

A brief description of the items to be disposed of and the justification for their destruction is provided below.

1. 1984 Ford, F700 dump truck – has a difficult to maintain braking system and would cost over \$3000 to repair. It is not currently necessary for City operation.
2. 1986 Chevrolet ½ ton pickup – This truck has been driven for nearly 20 years and has outlived its useful life. It has already been replaced in service by a new vehicle.
3. 1967 Ford F350 – This truck has outlived its useful life with the City.
4. Ironside 1 ton service bed – This service bed was removed and replaced with a flatbed.
5. Misc Signs and Scrap Metal – outdated.
6. 4-drawer metal filing cabinets (3) – no longer needed in any City department
7. 6-inch diameter pumper connection fire hose (2) – the City no longer owns a pumper truck
8. Waterworks fittings and appurtenances – damaged or useless items

RECOMMENDATION

ADOPT RESOLUTION AUTHORIZING DISPOSITION OF PERSONAL PROPERTY

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEHACHAPI AUTHORIZING DISPOSITION OF
PERSONAL PROPERTY**

WHEREAS, the City of Tehachapi ("City") has in its possession numerous items of personal property which are either outdated or inoperable, a list of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, as to those items listed as "Outdated", they are not able to be updated and therefore have no value for continued use; and

WHEREAS, as to those items identified as "Inoperable", they are either irreparable or cannot be made operable at a cost which justifies doing so; and

WHEREAS, pursuant to Government Code Section 37350, the City Council of the City of Tehachapi has the authority to sell, give or otherwise dispose of said personal property in any manner that it chooses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI that the personal property described in Exhibit "A" shall be sold at public bids, donated to non-profit organizations, or disposed of at the landfill in a manner as is authorized by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 1st day of April, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PHILIP SMITH, Mayor,
City of Tehachapi, California

ATTEST:

ASHLEY WHITMORE, Deputy 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 April 1, 2013.

ASHLEY WHITMORE, Deputy City Clerk
City of Tehachapi, California

CITY ATTORNEY APPROVAL:

I, THOMAS F. SCHROETER, City Attorney for the City of Tehachapi, do hereby consent to the destruction of the records hereinabove referred to:

THOMAS F. SCHROETER, City Attorney

EXHIBIT "A"
Page 1 of 1

1984 Ford, F-700 dump truck vin# 1FDNF70HOEVA59221

1986 Chevrolet ½ ton pickup vin# 1GCDC14FXGJ179309

1967 Ford F-350 (Fire Patrol) vin# F354RA57316

Ironside, one ton service bed

2001 Chevrolet pickup bed (long)

Misc. signs and scrap metal

4-drawer metal filing cabinets (3)

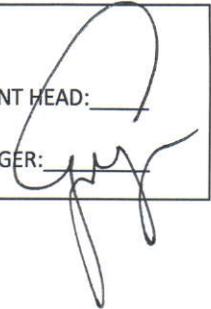
6-inch diameter pumper connection fire hose, 10 foot lengths (2)

Waterworks fittings and appurtenances (clamps, flex couplings, valves, spools, meters, etc.) Sell to scrap



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



MEETING DATE: APRIL 1, 2013 **AGENDA SECTION:** PUBLIC WORKS

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: DENNIS WAHLSTROM, PUBLIC WORKS DIRECTOR

DATE: MARCH 27, 2013

SUBJECT: GRANT AWARDED BY THE KERN AIR POLLUTION CONTROL DISTRICT TO REPOWER TWO OLDER PIECES OF EQUIPMENT

BACKGROUND

The Public Works Department applied for and was awarded a grant from the East Kern Air Pollution Control District to repower two older pieces of equipment. This equipment (a Caterpillar, 416 backhoe- Water and a Caterpillar, 910 loader- Sewer) is currently powered with "Tier O" uncontrolled diesel engines that will be replaced with "Tier 3" E.P.A. compliant diesel engines. Both of these machines are used daily, are in excellent mechanical condition and should give us good service for years to come. Our Permit to Operate, in the East Kern District, states that we must scrap these machines or repower them by the year 2020.

FISCAL IMPACT

The grant from the East Kern Air Pollution Control District will pay for just over half or \$73,230 of the \$125,570 cost for the repower. \$29,495 will come from the Water fund and \$22,845 will come from the Sewer fund. There will be no impact on the General fund.

RECOMMENDATION

Approve the agreement with the East Kern Air Pollution Control District subject to approval by City Attorney and authorize the City Manager to sign

AGREEMENT
BETWEEN
EASTERN KERN AIR POLLUTION CONTROL DISTRICT
AND
CITY OF TEHACHAPI

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT (hereinafter "DISTRICT"), and the CITY OF TEHACHAPI (hereinafter "GRANTEE");

WITNESSETH:

WHEREAS:

(a) The California Clean Air Act encourages local air pollution control districts to reduce emissions from motor vehicles and heavy duty engines and the State Implementation Plan (SIP), California's plan to attain ambient air quality standards, includes motor vehicle and heavy duty engine emission reduction goals;

(b) Starting in 1998, through the California budget process, funds have been allocated for the "Carl Moyer Memorial Air Quality Standards Attainment Program (hereinafter "CMP"), now codified in California Health and Safety Code Section 44275 et seq.;

(c) Said legislative action allows the DISTRICT to use said funds for activities related to reducing air pollution from heavy-duty vehicles and engines by paying for the differential cost between conventional vehicle and engine replacements and ultra low polluting vehicles and engines;

(d) GRANTEE has proposed a project that meets the eligibility criteria of the DISTRICT and the CMP, and has been recommended for funding by the DISTRICT; and

(e) GRANTEE represents that it is willing and able to perform the activities set forth herein;

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Project.** GRANTEE shall perform all activities necessary to complete the project described in Exhibit "A" which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees and other incidentals necessary to perform and complete, on schedule and in a professional manner, the activities described herein.

The purpose of this project is to reduce emissions from a heavy-duty diesel-fueled compression ignition engine through engine replacement. To achieve this purpose, GRANTEE agrees to replace an existing uncontrolled Tier 0 diesel-fueled compression ignition engine in a 2000 Caterpillar Backhoe with a 2011 or newer diesel-fueled EPA

compliant Tier 3 compression ignition engine and maintain it for the duration of the Agreement.

GRANTEE is prohibited from removing the new engine from that portion of Kern County under the jurisdiction of the DISTRICT during the term of this Agreement as specified in Section 7, Term, unless the engine becomes inoperable through failure of components or systems, and these failures cannot be repaired, and such failure is not caused by GRANTEE's negligence, misuse or malfeasance.

2. **Period of Performance/Timetable.** GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in Exhibit "A", unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. **Payments.**

a. The total obligation of the DISTRICT under this Agreement shall not exceed thirty three thousand two hundred ninety dollars (\$33,290). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in Exhibit "A." Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in Exhibit "A," is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.

b. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Request for payment may be invoiced per vehicle or for multiple vehicles. Claims and all supporting documentation shall be submitted directly to DISTRICT.

c. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

d. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

e. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, sub-contractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.

f. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.

4. **Reporting Requirements.** GRANTEE shall submit reports to DISTRICT as provided in Exhibit "A" attached hereto. DISTRICT reserves the right to review, comment, and request changes to any report produced as a result of this Agreement. The reporting requirements under this Agreement continue in full force and effect beyond the operational period specified in Section 7, Term, of this Agreement until a total of five (5) consecutive years of emissions data has been reported to DISTRICT.

5. **Annual Usage Requirements.** GRANTEE shall operate the new diesel-fueled Tier 3 compression ignition engine at least seventy percent (70%), averaged over the five-year project life, of the annual hours of operation as specified in Exhibit "A". If the project's usage does not average at least seventy percent (70%) of the annual usage as specified in Exhibit "A" over the five-year project life, the GRANTEE agrees to implement an action to ensure achievement of the projected operating hours for the project. Within thirty (30) days of receipt of the notification of insufficient operating hours, the GRANTEE must notify the DISTRICT, in writing, of the remedial action chosen to ensure the contracted hours of operation are realized. The GRANTEE must implement one of the three actions listed below within 90 days, or can request an alternate action that has been approved by the DISTRICT.

a. Agree to extend the Agreement to increase the project life for at least one additional year, if the extended project life does not overlap or interfere with an applicable implementation requirement of an ARB Rule or DISTRICT Rule; or

b. GRANTEE shall return a prorated portion of the project funds to the DISTRICT equivalent to the percentage of emission reductions that were not achieved due to reduced operation; or

c. GRANTEE shall transfer the ownership of the vehicle, equipment, engine, or motor to an entity, in compliance with section 8 of this Agreement, that signs an agreement with the DISTRICT to fulfill the operational hours as specified in the Agreement.

6. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of DISTRICT's funding request to the state for Carl Moyer Program funds and receipt of said funds by DISTRICT. Should sufficient funds not be received and allocated, the services provided for herein may be modified or this Agreement terminated at any time by giving the GRANTEE thirty (30) days prior written notice.

7. **Term.** This Agreement shall be deemed in force as of the date first written above. The Agreement shall remain in effect until GRANTEE has operated the new Tier 3 engine the required hours of operation for five (5) consecutive years as stated in Section 5, Annual Usage Requirements, and has submitted annual reports verifying the required usage per Section 4, Reporting Requirements.

8. **Assignment.** GRANTEE shall not assign, sublet or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.

9. **Negation of Partnership.** In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

10. **Disclosure Statement.** The GRANTEE certifies that no other requests for grant or incentive funding for the project, described in Exhibit "A" of this Agreement, has been submitted or will be submitted to any other party, including but not limited to engine/equipment dealers, engine/equipment manufacturers, other air districts, the ARB (multi-district solicitation), or any other government agency. If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue at least one or more of the following actions:

- a. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; and
- b. The GRANTEE may be banned from submitting future applications to any and all CMP solicitations; and
- c. The DISTRICT may seek civil penalties against the GRANTEE for such conduct.

11. **Indemnification.** GRANTEE agrees to indemnify, defend and hold harmless DISTRICT and DISTRICT's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.

12. **Insurance.** GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of GRANTEE actions in connection with the performance of GRANTEE obligations, as required in this Agreement, shall secure and maintain insurance as described below. GRANTEE shall not perform any work under this Agreement until GRANTEE has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. GRANTEE shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or DISTRICT as an additional insured.

a. During the performance of all work described in Exhibit "A", GRANTEE shall maintain, or require that all sub-contractors hired by GRANTEE to perform work on the project maintain, the following insurance coverages:

(1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by GRANTEE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, GRANTEE shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

GRANTEE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the GRANTEE's performance of work under this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(3) The Commercial General Liability Insurance required in this subparagraph a. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(4) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.

b. Prior to GRANTEE commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the

DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance – All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to DISTRICT. GRANTEE (and any sub-contractors hired by GRANTEE) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating, or in special circumstances, be pre-approved by the DISTRICT.

e. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

f. All insurance afforded by GRANTEE, and any sub-contractors hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT. A waiver of right of recovery (waiver of subrogation) is only required when GRANTEE's personnel deliver services or perform service for the DISTRICT while on DISTRICT property.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by GRANTEE or any sub-contractors hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. **Accident Report.** If a replacement vehicle is involved in an accident, the GRANTEE must report the accident to the DISTRICT within 14 days. GRANTEE must provide a police report of the accident, a letter from the insurance company regarding the accident, and any additional information requested by the DISTRICT. GRANTEE must repair the vehicle and return it to operation, if possible. Down time due to an accident will be credited toward the performance requirements as long as the information is reported as requested and the repairs are made as soon as possible.

14. **Termination.**

a. Breach of Agreement - The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT there is:

- (1) An illegal or improper use of funds;
- (2) A failure to comply with any term of this Agreement;
- (3) A substantially incorrect or incomplete report has been submitted to the DISTRICT; or
- (4) Services are improperly performed.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any breach of this Agreement or any default, which may then exist on the part of the GRANTEE. Neither shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the GRANTEE the repayment to the DISTRICT of any funds disbursed to the GRANTEE under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The GRANTEE shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

b. Without Cause - DISTRICT may terminate this Agreement at any time upon giving GRANTEE at least thirty (30) days advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to Section 3, be paid for all actual costs incurred up to the time of the termination. Upon such termination, all the work, product, if any, produced by GRANTEE shall be promptly delivered to the DISTRICT.

c. Early Termination – Provisions of this Agreement may be terminated prior to completion of the five (5) year term if engine or vehicle become inoperable through mechanical failure of components or systems directly related to use of the new engine and such failure is not caused by GRANTEE's negligence, misuse or malfeasance. GRANTEE shall submit written documentation supporting any basis for early termination for the approval of DISTRICT.

d. Reimbursement for Early Termination - GRANTEE is obligated to provide reports to DISTRICT regarding the acquisition and operation of the subject Tier 3 compression ignition engine for five (5) years. Should GRANTEE desire to terminate this Agreement prior to the end date for reasons other than those stated in subparagraph c. above, GRANTEE shall reimburse DISTRICT for a prorated share of the funds provided under this Agreement.

e. The prorated share for which GRANTEE shall be liable shall be 100% if the termination occurs within the first year of the five (5) year reporting period; 80% if termination

occurs between years one (1) and two (2); 60% if termination occurs between years two (2) and three (3); 40% if termination occurs between years three (3) and four (4); and 20% between years four (4) and five (5). The reimbursable amount shall be paid to DISTRICT within sixty (60) days of the termination date.

15. **Destruction Requirement.** Baseline (old) engine must be rendered permanently inoperable to ensure that emission reductions are real. Engine destruction shall include cutting or knocking or cutting a hole in the engine block (at least 3 inches in diameter). No reimbursement shall be made until GRANTEE provides proof to the DISTRICT that the old engine has been destroyed.

16. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

Glen E. Stephens, P.E., APCO
Eastern Kern Air Pollution Control Dist.
2700 M Street, Suite 302
Bakersfield, CA 93301

To GRANTEE

Greg Garrett, City Manager
City Of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

17. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

18. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

19. **Authority to Bind DISTRICT.** It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.

20. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.

22. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. **Confidentiality.** GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

24. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally 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.

26. **Compliance with Law.** GRANTEE shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

27. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

28. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

29. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. **Nondiscrimination.** Neither GRANTEE, nor any officer, agent, employee, servant or subcontractor of GRANTEE shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

31. **Audit, Inspection and Retention of Records.** GRANTEE agrees to maintain and make available to DISTRICT accurate books and records relative to all its activities under this Agreement. GRANTEE shall permit DISTRICT to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. GRANTEE shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the date of termination of this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon DISTRICT herein.

GRANTEE shall be subject to an audit by DISTRICT or its authorized representative to determine if the revenues received by GRANTEE were spent for the reduction of pollution as provided in the CMP and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, DISTRICT makes a determination that funds provided GRANTEE pursuant to this Agreement were not spent in conformance with this Agreement, the CMP or any other applicable provisions of law, GRANTEE agrees to immediately reimburse DISTRICT all funds determined to have been expended not in conformance with said provisions.

32. **Non-Collusion Covenant.** GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

33. **Political Activity and Lobbying Prohibited.** None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

34. **No Third Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

35. **Compliance with IRCA.** GRANTEE acknowledges that GRANTEE, and all sub-contractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any sub-contractors hired by GRANTEE to perform services under this Agreement are in compliance with the IRCA. In addition, GRANTEE agrees to indemnify, defend and hold harmless DISTRICT, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any sub-contractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its sub-

contractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's sub-contractor(s).

36. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

EASTERN KERN AIR POLLUTION CONTROL DISTRICT

CITY OF TEHACHAPI

By _____
Chairman, District Board
"DISTRICT"

By _____
Greg Garrett, City Manager
"GRANTEE"

Date _____

Date _____

APPROVED AS TO CONTENT:
Air Pollution Control District

APPROVED AS TO FORM FOR GRANTEE:

By 
Glen E. Stephens, P.E., APCO

By _____
City Attorney

Date 7/27/2013

Date _____

APPROVED AS TO FORM FOR DISTRICT:
Office of the County Counsel

By _____
Kendra Graham, Deputy

Date _____

EXHIBIT "A"

AGREEMENT No. 03-004-2013

Project Location: Equipment primarily stationed at 800 Enterprise Way, Tehachapi.

Description of Project: Replacement of a model year (MY) 2000 Perkins (S/N U915311G) 62-bhp, diesel-fueled, Uncontrolled Tier 0 compression ignition engine, model 236, in a MY 2000 Caterpillar Backhoe, model 416A, VIN # 5PC06823, ARB EIN BK7D39, with a MY 2011 or newer Perkins 1104D-44T, 83-bhp, EPA Certified Tier 3, family name BPKXL04.4NL1, diesel-fueled, compression ignition engine.

Project Implementation Schedule: The project shall be completed and operational by March 14, 2014.

Allowable Expenditure: DISTRICT will pay 53% of the actual repower cost up to a maximum of \$33,290 of the total project cost of \$62,785 associated with repowering the 2000 Caterpillar Backhoe, VIN # 5PC06823, ARB EIN BK7D39.

GRANTEE is responsible for 47% of the repower project costs and any project costs exceeding the maximum DISTRICT costs specified above.

Equipment and Reporting Requirements:

1. New engine shall be equipped with a non-resettable cumulative hour meter.
2. Notification of DISTRICT upon installation of new engine.
3. Inspection to verify operation of new engine and destruction of old engine.
4. No reimbursement shall be made until old vehicle has been destroyed.
5. Annual reporting to DISTRICT of hours of operation for entire term of the Agreement.
6. Emissions are based on the estimated use of 1,300 hours annually.
7. Annual hours of operation shall not be less than 910 hours per year averaged over five (5) years.
8. Right of passage to DISTRICT personnel for periodic (minimum annually) inspections.

AGREEMENT
BETWEEN
EASTERN KERN AIR POLLUTION CONTROL DISTRICT
AND
CITY OF TEHACHAPI

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT (hereinafter "DISTRICT"), and the CITY OF TEHACHAPI (hereinafter "GRANTEE");

WITNESSETH:

WHEREAS:

(a) The California Clean Air Act encourages local air pollution control districts to reduce emissions from motor vehicles and heavy duty engines and the State Implementation Plan (SIP), California's plan to attain ambient air quality standards, includes motor vehicle and heavy duty engine emission reduction goals;

(b) Starting in 1998, through the California budget process, funds have been allocated for the "Carl Moyer Memorial Air Quality Standards Attainment Program (hereinafter "CMP"), now codified in California Health and Safety Code Section 44275 et seq.;

(c) Said legislative action allows the DISTRICT to use said funds for activities related to reducing air pollution from heavy-duty vehicles and engines by paying for the differential cost between conventional vehicle and engine replacements and ultra low polluting vehicles and engines;

(d) GRANTEE has proposed a project that meets the eligibility criteria of the DISTRICT and the CMP, and has been recommended for funding by the DISTRICT; and

(e) GRANTEE represents that it is willing and able to perform the activities set forth herein;

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. **Project.** GRANTEE shall perform all activities necessary to complete the project described in Exhibit "A" which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees and other incidentals necessary to perform and complete, on schedule and in a professional manner, the activities described herein.

The purpose of this project is to reduce emissions from a heavy-duty diesel-fueled compression ignition engine through engine replacement. To achieve this purpose, GRANTEE agrees to replace an existing uncontrolled Tier 0 diesel-fueled compression ignition engine in a 1984 Caterpillar Loader with a 2011 or newer diesel-fueled EPA

compliant Tier 3 compression ignition engine and maintain it for the duration of the Agreement.

GRANTEE is prohibited from removing the new engine from that portion of Kern County under the jurisdiction of the DISTRICT during the term of this Agreement as specified in Section 7, Term, unless the engine becomes inoperable through failure of components or systems, and these failures cannot be repaired, and such failure is not caused by GRANTEE's negligence, misuse or malfeasance.

2. **Period of Performance/Timetable**. GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in Exhibit "A", unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. **Payments**.

a. The total obligation of the DISTRICT under this Agreement shall not exceed thirty nine thousand nine hundred forty dollars (\$39,940). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in Exhibit "A." Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in Exhibit "A," is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.

b. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Request for payment may be invoiced per vehicle or for multiple vehicles. Claims and all supporting documentation shall be submitted directly to DISTRICT.

c. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

d. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

e. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, sub-contractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.

f. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.

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a. Agree to extend the Agreement to increase the project life for at least one additional year, if the extended project life does not overlap or interfere with an applicable implementation requirement of an ARB Rule or DISTRICT Rule; or

b. GRANTEE shall return a prorated portion of the project funds to the DISTRICT equivalent to the percentage of emission reductions that were not achieved due to reduced operation; or

c. GRANTEE shall transfer the ownership of the vehicle, equipment, engine, or motor to an entity, in compliance with section 8 of this Agreement, that signs an agreement with the DISTRICT to fulfill the operational hours as specified in the Agreement.

6. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of DISTRICT's funding request to the state for Carl Moyer Program funds and receipt of said funds by DISTRICT. Should sufficient funds not be received and allocated, the services provided for herein may be modified or this Agreement terminated at any time by giving the GRANTEE thirty (30) days prior written notice.

7. **Term.** This Agreement shall be deemed in force as of the date first written above. The Agreement shall remain in effect until GRANTEE has operated the new Tier 3 engine the required hours of operation for five (5) consecutive years as stated in Section 5, Annual Usage Requirements, and has submitted annual reports verifying the required usage per Section 4, Reporting Requirements.

8. **Assignment.** GRANTEE shall not assign, sublet or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.

9. **Negation of Partnership.** In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

10. **Disclosure Statement.** The GRANTEE certifies that no other requests for grant or incentive funding for the project, described in Exhibit "A" of this Agreement, has been submitted or will be submitted to any other party, including but not limited to engine/equipment dealers, engine/equipment manufacturers, other air districts, the ARB (multi-district solicitation), or any other government agency. If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue at least one or more of the following actions:

- a. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; and
- b. The GRANTEE may be banned from submitting future applications to any and all CMP solicitations; and
- c. The DISTRICT may seek civil penalties against the GRANTEE for such conduct.

11. **Indemnification.** GRANTEE agrees to indemnify, defend and hold harmless DISTRICT and DISTRICT's agents, Board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.

12. **Insurance.** GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of GRANTEE actions in connection with the performance of GRANTEE obligations, as required in this Agreement, shall secure and maintain insurance as described below. GRANTEE shall not perform any work under this Agreement until GRANTEE has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. GRANTEE shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or DISTRICT as an additional insured.

a. During the performance of all work described in Exhibit "A", GRANTEE shall maintain, or require that all sub-contractors hired by GRANTEE to perform work on the project maintain, the following insurance coverages:

(1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by GRANTEE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, GRANTEE shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

GRANTEE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the GRANTEE's performance of work under this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(3) The Commercial General Liability Insurance required in this subparagraph a. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(4) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.

b. Prior to GRANTEE commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the

DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

c. Cancellation of Insurance – All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be reduced, modified, or canceled without thirty (30) days prior written notice to DISTRICT. GRANTEE (and any sub-contractors hired by GRANTEE) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies listed in the current “Best’s Key Rating Guide” publication with a minimum of an “A-; VII” rating, or in special circumstances, be pre-approved by the DISTRICT.

e. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

f. All insurance afforded by GRANTEE, and any sub-contractors hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT. A waiver of right of recovery (waiver of subrogation) is only required when GRANTEE’s personnel deliver services or perform service for the DISTRICT while on DISTRICT property.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by GRANTEE or any sub-contractors hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. **Accident Report.** If a replacement vehicle is involved in an accident, the GRANTEE must report the accident to the DISTRICT within 14 days. GRANTEE must provide a police report of the accident, a letter from the insurance company regarding the accident, and any additional information requested by the DISTRICT. GRANTEE must repair the vehicle and return it to operation, if possible. Down time due to an accident will be credited toward the performance requirements as long as the information is reported as requested and the repairs are made as soon as possible.

14. **Termination.**

a. Breach of Agreement - The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT there is:

- (1) An illegal or improper use of funds;
- (2) A failure to comply with any term of this Agreement;
- (3) A substantially incorrect or incomplete report has been submitted to the DISTRICT; or
- (4) Services are improperly performed.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any breach of this Agreement or any default, which may then exist on the part of the GRANTEE. Neither shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the GRANTEE the repayment to the DISTRICT of any funds disbursed to the GRANTEE under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The GRANTEE shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

b. Without Cause - DISTRICT may terminate this Agreement at any time upon giving GRANTEE at least thirty (30) days advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to Section 3, be paid for all actual costs incurred up to the time of the termination. Upon such termination, all the work, product, if any, produced by GRANTEE shall be promptly delivered to the DISTRICT.

c. Early Termination – Provisions of this Agreement may be terminated prior to completion of the five (5) year term if engine or vehicle become inoperable through mechanical failure of components or systems directly related to use of the new engine and such failure is not caused by GRANTEE's negligence, misuse or malfeasance. GRANTEE shall submit written documentation supporting any basis for early termination for the approval of DISTRICT.

d. Reimbursement for Early Termination - GRANTEE is obligated to provide reports to DISTRICT regarding the acquisition and operation of the subject Tier 3 compression ignition engine for five (5) years. Should GRANTEE desire to terminate this Agreement prior to the end date for reasons other than those stated in subparagraph c. above, GRANTEE shall reimburse DISTRICT for a prorated share of the funds provided under this Agreement.

e. The prorated share for which GRANTEE shall be liable shall be 100% if the termination occurs within the first year of the five (5) year reporting period; 80% if termination

occurs between years one (1) and two (2); 60% if termination occurs between years two (2) and three (3); 40% if termination occurs between years three (3) and four (4); and 20% between years four (4) and five (5). The reimbursable amount shall be paid to DISTRICT within sixty (60) days of the termination date.

15. **Destruction Requirement.** Baseline (old) engine must be rendered permanently inoperable to ensure that emission reductions are real. Engine destruction shall include cutting or knocking or cutting a hole in the engine block (at least 3 inches in diameter). No reimbursement shall be made until GRANTEE provides proof to the DISTRICT that the old engine has been destroyed.

16. **Notices.** All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

Glen E. Stephens, P.E., APCO
Eastern Kern Air Pollution Control Dist.
2700 M Street, Suite 302
Bakersfield, CA 93301

To GRANTEE

Greg Garrett, City Manager
City Of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

17. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

18. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

19. **Authority to Bind DISTRICT.** It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.

20. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

21. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.

22. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

23. **Confidentiality.** GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

24. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

25. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally 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.

26. **Compliance with Law.** GRANTEE shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

27. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

28. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

29. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

30. **Nondiscrimination**. Neither GRANTEE, nor any officer, agent, employee, servant or subcontractor of GRANTEE shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

31. **Audit, Inspection and Retention of Records**. GRANTEE agrees to maintain and make available to DISTRICT accurate books and records relative to all its activities under this Agreement. GRANTEE shall permit DISTRICT to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. GRANTEE shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the date of termination of this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon DISTRICT herein.

GRANTEE shall be subject to an audit by DISTRICT or its authorized representative to determine if the revenues received by GRANTEE were spent for the reduction of pollution as provided in the CMP and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, DISTRICT makes a determination that funds provided GRANTEE pursuant to this Agreement were not spent in conformance with this Agreement, the CMP or any other applicable provisions of law, GRANTEE agrees to immediately reimburse DISTRICT all funds determined to have been expended not in conformance with said provisions.

32. **Non-Collusion Covenant**. GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

33. **Political Activity and Lobbying Prohibited**. None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

34. **No Third Party Rights**. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

35. **Compliance with IRCA**. GRANTEE acknowledges that GRANTEE, and all sub-contractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any sub-contractors hired by GRANTEE to perform services under this Agreement are in compliance with the IRCA. In addition, GRANTEE agrees to indemnify, defend and hold harmless DISTRICT, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any sub-contractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its sub-

contractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's sub-contractor(s).

36. **Signature Authority.** Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

EASTERN KERN AIR POLLUTION CONTROL DISTRICT

CITY OF TEHACHAPI

By _____
Chairman, District Board
"DISTRICT"

By _____
Greg Garrett, City Manager
"GRANTEE"

Date _____

Date _____

APPROVED AS TO CONTENT:
Air Pollution Control District

APPROVED AS TO FORM FOR GRANTEE:

By 
Glen E. Stephens, P.E., APCO

By _____
City Attorney

Date 2/27/2013

Date _____

APPROVED AS TO FORM FOR DISTRICT:
Office of the County Counsel

By _____
Kendra Graham, Deputy

Date _____

EXHIBIT "A"

AGREEMENT No. 03-005-2013

Project Location: Equipment primarily stationed at 800 Enterprise Way, Tehachapi.

Description of Project: Replacement of a model year (MY) 1984 Caterpillar (S/N 45V39045) 65-bhp, diesel-fueled, Uncontrolled Tier 0 compression ignition engine, model 3204, in a MY 1984 Caterpillar Loader, model 910, VIN # 40Y05526, ARB EIN LG3F33, with a MY 2011 or newer Perkins 1104D-44T, 83-bhp, EPA Certified Tier 3, family name BPKXL04.4NL1, diesel-fueled, compression ignition engine.

Project Implementation Schedule: The project shall be completed and operational by March 14, 2014.

Allowable Expenditure: DISTRICT will pay 63.6% of the actual repower cost up to a maximum of \$39,940 of the total project cost of \$62,785 associated with repowering the 1984 Caterpillar Loader, VIN # 40Y05526, ARB EIN LG3F33.

GRANTEE is responsible for 36.4% of the repower project costs and any project costs exceeding the maximum DISTRICT costs specified above.

Equipment and Reporting Requirements:

1. New engine shall be equipped with a non-resettable cumulative hour meter.
2. Notification of DISTRICT upon installation of new engine.
3. Inspection to verify operation of new engine and destruction of old engine.
4. No reimbursement shall be made until old vehicle has been destroyed.
5. Annual reporting to DISTRICT of hours of operation for entire term of the Agreement.
6. Emissions are based on the estimated use of 1,000 hours annually.
7. Annual hours of operation shall not be less than 700 hours per year averaged over five (5) years.
8. Right of passage to DISTRICT personnel for periodic (minimum annually) inspections.



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

A handwritten signature in black ink is written over the signature lines of the approval box.

MEETING DATE: April 1, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MARCH 27, 2013

SUBJECT: OPTIONS REGARDING THE OPEN CITY CLERK POSITION DUE TO RESIGNATION

BACKGROUND

Due to the resignation of City Clerk Julie Drimakis effective March 31, 2013, the Tehachapi City Council will need to consider their options for filling the vacancy and complete the term that expires November, 2016.

Per government code section 36512 (b), the Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to be held on the next regularly established election date not less than 114 days from the call of the special election.

OPTIONS

Option one, to appoint, would allow the Council to advertise and fill the vacancy within the next 30 to 60 days depending upon how long we allow for advertisement.

Option two, a special election, would force the Council to wait until the next regularly scheduled election in November, 2013.

FISCAL IMPACT

An appointment will incur advertising fees at approximately \$166.00 per week in the Tehachapi News.

A special election, according to a conversation with the Kern County Elections Office, will incur a cost ranging anywhere from \$20,000 to \$40,000.

RECOMMENDATION

The recommendation is to appoint a City Clerk to fulfill the term that expires November, 2016 and direct staff to advertise.