

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, May 6, 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, MAY 6, 2013 - 6:00 P.M. - PG. 2**

1. Council will consider the appointment of a new City Clerk to fill the remainder of the previous City Clerk's term, which ends November 2016. Two applications were received from the following individuals; Denise Jones and James Pack – **APPOINT CITY CLERK**
2. Mayor to present Certificate of Recognition to Debbie Williams.
3. Mayor to present Proclamation for National Police Week.
4. Swearing in of Officer Christopher Boston, Reserve Officer Zachery St. John & Reserve Officer Michael Adams.
5. Presentation by Charles White of the Tehachapi Heritage League updating the Council on recent happenings, scholarships and our partnership.
6. General public comments regarding matters not listed as an agenda item.

CITY CLERK REPORTS

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

- *7. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *8. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on April 15, 2013 - **APPROVE AND FILE**

FINANCE DIRECTOR REPORTS

- *9. Disbursements, bills, and claims for April 11, 2013 through April 30, 2013 – **AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

- *10. Agreement between the City of Tehachapi and the Sandy Family Living Trust, Trustee George T. Sandy and Trustee Lucia Sandy for the construction of Hangar 22E – **APPROVE THE AGREEMENT WITH THE SANDY FAMILY LIVING TRUST, TRUSTEE GEORGE T. SANDY AND TRUSTEE LUCIA SANDY AND AUTHORIZE THE MAYOR TO SIGN**

CITY ENGINEER REPORTS

- *11. Notice of Completion for the Tract 6507 Storm Water Pump Station Project – **APPROVE THE NOTICE OF COMPLETION FOR THE TRACT 6507 STORM WATER PUMP STATION 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, MAY 6, 2013 - 6:00 P.M. - PG. 3

- *12. Southern California Edison Grant of Easement to contain power service equipment to accommodate the new Metro PCS facilities – **AUTHORIZE THE MAYOR TO SIGN THE GRANT OF EASEMENT AND DIRECT STAFF TO RECORD SAME**

- 13. Tehachapi Boulevard Rehabilitation Project and HSIP Valley Shoulder Widening Project bids – **AWARD THE TEHACHAPI BOULEVARD REHABILITATION PROJECT AND HSIP VALLEY SHOULDER WIDENING PROJECT TO CENTRAL VALLEY ASPHALT IN THE AMOUNT OF \$276,376.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$13,818.80)**

- 14. Tract 6216 (Alta Estates) Landscaping Project bids – **AWARD THE TRACT 6216 LANDSCAPING PROJECT TO MARINA LANDSCAPING INC. IN THE AMOUNT OF \$343,000.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$17,150)**

ASSISTANT CITY MANAGER REPORTS

- *15. Resolution for the destruction of outdated or inoperable property – **ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**

- *16. Adoption of the Illness and Injury Prevention Program to serve as the backbone of the City's Workplace Safety Program – **ADOPT THE ILLNESS AND INJURY PREVENTION PROGRAM (IIPP)**

CITY ATTORNEY REPORTS

- *17. The City Attorney is requesting a rate increase from \$120.00 per hour to \$130.00 per hour. The rate increase averages approximately 1.2% per year – **APPROVE CITY ATTORNEY RATE INCREASE FROM \$120.00 PER HOUR TO \$130.00 PER HOUR COMMENCING JULY 1, 2013**

CITY MANAGER REPORTS

- *18. An action to initiate the process and declare the City's intention to levy assessments within the Landscaping and Lighting District No. 1 – **ADOPT THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2013/2014; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 3, 2013 AT 6:00 PM**

- *19. An action to initiate the process and declare the City's intention to levy assessments within the Drainage Benefit Assessment District No. 1 - **ADOPT THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2013/2014; (2) PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; (3) DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 3, 2013 AT 6:00 PM**

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

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Conference with legal counsel regarding possible litigation pursuant to Government Code Section 54956.9(c).

ADJOURNMENT



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

MEETING DATE: MAY 6, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MAY 2, 2013

SUBJECT: CITY CLERK APPOINTMENT

BACKGROUND

During the April 1, 2013 meeting the Council directed staff to advertise for the appointment of a new City Clerk to complete the term ending November, 2016 due to the resignation of Julie Drimakis.

Staff advertised in the Tehachapi News for three consecutive weeks and received two applications from the following candidates; Denise Jones and James Peck.

RECOMMENDATION

Appoint a City Clerk to complete the term ending November, 2016



RECEIVED
APR 11 2013
City of Tehachapi

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

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

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

Name Denise Jones

Address 519 Carroll Way

City Tehachapi State CA Zip Code 93561

Phone Number 822-3575 Fax Number _____

Email djones@tehachapicityhall.com

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

1. City Clerk
2. _____
3. _____
4. _____

Occupation Office Assistant

Business Name City of Tehachapi

Address 115 S Robinson St

City Tehachapi State CA Zip Code 93561

Phone Number 822-2200 Fax Number 822-8559

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

Don Antonio Lugo High School

Other special training or experience:

Certified Municipal Clerk

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

City Clerk, City of Tehachapi from 2008 until 2012
Office Assistant, City of Tehachapi from 2007 until present

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

I enjoyed being City Clerk and would like to continue serving the citizens and the city. Ensuring accurate and complete minutes is essential to any governing agency. I have the knowledge and experience to perform the duties of City Clerk.

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

Denise Jones

Date/Time Field

April 11, 2013

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



RECEIVED
APR 30 2013
City of Tehachapi

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 James Pack

Address 1340 Tanglewood Drive

City Tehachapi State Ca Zip Code 93561

Phone Number +1 (661) 825-2004 Fax Number N/A

Email packjamesd@gmail.com

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

1. City Clerk
2. _____
3. _____
4. _____

Occupation Maintenance Worker I (Water)

Business Name City of California City

Address 21000 Hacienda Blvd

City California City State Ca Zip Code 93505

Phone Number +1 (760) 373-8661 Fax Number +1 (760) 373-7511

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

M.S. Environmental Engineering Sciences – University of Florida, April 2011.
 •Specialization - Water, Wastewater, Stormwater Engineering.

B.S. Neuroscience, Brigham Young University, Provo, Utah, December 2002.
 • Office of Research and Creative Activities (ORCA) scholarship recipient

Other special training or experience:

I currently prepare the bulletin (agenda) for the local Tehachapi congregation of The Church of Jesus Christ of Latter-Day Saints. In the past I have been an assistant clerk at a local level for the same organization. I was an Enumerator that gave Census surveys to US residents in the 2010 US Census. I have been an Election Support Rover / Troubleshooter for the San Diego County Registrar of Voters for 8 of their elections.

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

I have been working as a Maintenance Worker on the distribution system for California City since November of last year. In 2011 as a Water Quality Project Manager for California Water Service Company I was responsible for drinking water public health, and regulatory compliance. I composed correspondence & reports for submittal to state regulatory agencies and was the company liaison with the California Department of Public Health (CDPH).

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

I would like to be the City Clerk for the City of Tehachapi because I want to assist the City Council in giving Tehachapi residents a high quality of life. I really enjoy living in Tehachapi and I am very excited with numerous things that the city has done to better its community. I do feel we can do better and I would like to assist in that process. I feel I am particularly qualified as I have a lot of experience working with elections, have a working knowledge of laws/regulations, and have been a part of organizing meetings and agendas for various organizations.

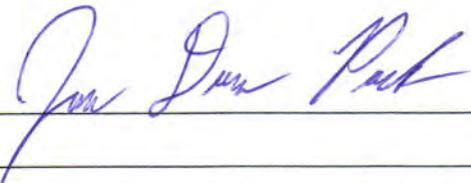
Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

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 May 1, 2013

8 AM

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

JAMES DAREN PACK

(661) 825-2004
1340 Tanglewood Dr
Tehachapi, Ca 93561
packjamesd@gmail.com

EDUCATION:

- M.S. Candidate, *Water, Wastewater, Stormwater Engineering*, University of Florida
- Specialization - Water, Wastewater, Stormwater Engineering.
- B.S. *Neuroscience*, Brigham Young University, Provo, Utah, December 2002.
- Office of Research and Creative Activities (ORCA) scholarship recipient

CIVIC WORK EXPERIENCE:

- Enumerator, United States Census Bureau, April 2010-July 2010.
Top producer in district and best at dealing with refusals.
Chosen for special red task assignment due to superior performance.
- Election Troubleshooter, San Diego County Registrar of Voters, 2004-2010.
Responsible to give support and assist for 6-8 precincts as part of election.

RECENT WORK EXPERIENCE:

- Maintenance Worker I (Water), California City, November 2012 – current.
Replacing meters, AMS valves, meter boxes.
Distribution system operation and maintenance.
- Water Quality Project Manager, California Water Service Co., 2011- 2012
Responsible for drinking water public health, and regulatory compliance.
Developed sampling plans for compliance monitoring.
Composed correspondence & reports for submittal to regulatory agencies
Company liaison with the California Department of Public Health (CDPH)
Permit drinking water systems (distribution system and treatment facilities)
Provide guidance to all operations management staff on water quality
Provided oversight of the cross connection control program.
Provided training to all applicable Company personnel on water quality
Presented Annual Tester meetings for local Backflow Testers.
Assisted in company roll-out of Cross Connection Control program.

COMMUNITY INTERACTION:

Water for People

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, April 15, 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 Deputy City Clerk Ashley Whitmore</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers, Nixon and Vachon</p> <p>Absent: Councilmember Grimes</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Susan Wiggins</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda subject to removal of item 10*</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. Mayor Smith presented Certificate of Recognition to the Tehachapi Community Orchestra. 2. Mayor Smith presented Proclamation for National Red Hat Day. 3. Presentation by Charles White of the Tehachapi Heritage League updating the Council on recent happenings, scholarships and our partnership. – NOT IN ATTENDANCE 	<p>Approved Consent Agenda Subject To Removal Of Item 10* Wi/Ni Ayes All</p>
--	--

ACTION TAKEN

4. General public comments regarding matters not listed as an agenda item were received from:
- a. Linda Carhart, Main Street Director, spoke in regards to the Earth Day Celebration.
 - b. Carl Gehricke, City resident, spoke in regards to issues with code enforcement.
 - c. Gayle Stewart, TVRPD Board of Directors Chair, spoke in regards to our partnership and introduced the new TVRPD manager, Matt Young.
 - d. Matt Young, TVRPD Manager, spoke in regards to the TVRPD Master Plan.
 - e. Doloras Barton, spoke in regards to the positive future for TVRPD and the City.

CITY CLERK REPORTS

- *5. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on April 1, 2012 - **APPROVED AND FILED.**

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

Approved & Filed
Wi/Ni Ayes All

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

7. Adoption of ordinance amending the Tehachapi Municipal Code relating to uses permitted in the low density single-family residential (R-1) district – **COMMUNITY DEVELOPMENT DIRECTOR DAVID JAMES GAVE REPORT; ADOPTED AN ORDINANCE BY TITLE ONLY AMENDING ORDINANCE NOS. 572 AND 613 AND SUBSECTION I OF THE TEHACHAPI MUNICIPAL CODE SECTION 18.18.020 RELATING TO GROUP HOMES SERVING SIX (6) OR FEWER PEOPLE AND AUTHORIZED THE MAYOR TO SIGN**

Adopted An Ord By Title Only
Amending Ord Nos. 572 And 613
And Subsection I Of The T.M.C.
Sec. 18.18.020 Relating To Group
Homes Serving Six(6) Or Fewer
People And Authorized The
Mayor To Sign
Ni/Wi Ayes All

FINANCE DIRECTOR REPORTS

- *8. Disbursements, bills, and claims for March 27, 2013 through April 10, 2013 – **AUTHORIZED PAYMENTS.**
9. Mid-year budget adjustments – **FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; APPROVED 2012/2013 MID-YEAR BUDGET ADJUSTMENTS**

Authorized Payments
Wi/Ni Ayes All

Approved 2012/2013 Mid-Year
Budget Adjustments
Ayes All

AIRPORT MANAGER REPORTS

- *10. Benbow Aviation North Inc. rental agreement – **AIRPORT MANAGER ROM GLASGOW GAVE REPORT; RECEIVED COMMENTS FROM JAMES ROBERTS, CITY RESIDENT, ON BEHALF OF LOUISE VANDENBERG, III AND PIERRE HARTMAN, MEMBER OF THE TEHACHAPI SOCIETY OF PILOTS; CITY MANAGER, GREG GARRETT, ADDRESSED THE MONTH-TO-MONTH LEASE; APPROVED THE NEW MONTH-TO-MONTH AGREEMENT WITH BENBOW AVIATION NORTH, INC. AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO APPROVAL BY CITY MANAGER AND CITY ATTORNEY**

Approved The New Month-To-
Month Agreement With Benbow
Aviation North, Inc. And
Authorized The Mayor To Sign
Subject To Approval By City
Manager And City Attorney
Ni/Wi Ayes All

ACTION TAKEN

CITY ENGINEER REPORTS

- *11. Program Supplement Agreement No. 0K87 Rev. 000 and resolution for the Curry & Pinon Intersection Improvement Project – **ADOPTED A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 0K87 REV. 000 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 004155, PROJECT NO. SR2SL-5184(019)**

Adopted A Res Authorizing The Mayor To Sign And Execute Program Supplement Agreement No. 0K87 Rev. 000 To Administering Agency-State Master Agreement No. 004155, Project No. SR2SL-5184(019)
Wi/Ni Ayes All

CITY MANAGER REPORTS

- *12. Transient Occupancy Tax Auditing Services – **APPROVED THE AGREEMENT WITH VAN LANT & FANKHANEL, LLP AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO CITY ATTORNEY APPROVAL**
13. Tehachapi Event Center and Rodeo Grounds Concept Plan – **CITY MANAGER, GREG GARRETT, GAVE REPORT; ASSISTANT CITY MANAGER, CHRIS KIRK, GAVE PRESENTATION; RECEIVED COMMENTS FROM DAL BUNN, TEHACHAPI MOUNTAIN RODEO ASSOCIATION PRESIDENT, CARL GEHRICKE, MOUNTAIN FESTIVAL**
14. Report to Council regarding current activities and programs – **VERBAL REPORT.**

Approved The Agreement With Van Lant & Fankhanel, LLP And Authorized The Mayor To Sign Subject To City Attorney Approval
Ni/Wi Ayes All

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Kim Nixon thanked those who attended the Friends of the Tehachapi Airport meeting and invited residents to Coffee with Kim at 200 West Tehachapi Blvd from 7-8 am/pm on the 4th Tuesday, monthly.

ADJOURNMENT

The City Council/Boards adjourned at 7:51 pm 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, May 6, 2013, at 6:00p.m.

ASHLEY WHITMORE
Deputy City Clerk
City of Tehachapi

Approved this 6th day
Of May, 2013.

PHILIP SMITH
Mayor, City of Tehachapi

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 4/30/2013 - 12:49 PM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0030	The Bakersfield Californian	
13122809		PD/sealed bids ad	508.03
13123032		TR6216/landscape	518.52
13123097		Strts/bids	594.15
			1,620.70
Check No:	0	Check Date:	
Vendor:	0041	Benz Propane Company, Inc.	
855736		PW/lp gas delivery	666.45
858127		PW/lp gas delivery	295.96
			962.41
Check No:	0	Check Date:	
Vendor:	0094	Angela C. Copus	
040413		Finance/mileage reimbursement/Disability intera	120.91
			120.91
Check No:	0	Check Date:	
Vendor:	0155	FedEx	
799279023737		CD/2day tube	16.93
799384592592		Strts/envelope 2day/Caltrans	16.98
799501099136		CD/2day tube/AECOM	23.07
865946636150		PD/overnight/envelope/ABC	23.37
			80.35
Check No:	0	Check Date:	
Vendor:	0216	Judicial Data Systems Corporation	
3740		Parking Citation Revenue/March 2013	100.00
			100.00
Check No:	0	Check Date:	
Vendor:	0218	Jim's Supply Company, Inc.	
563143		Strts/rect. tube 6'	20.53
563793		PW/h.r. flat 20'	27.67
			48.20
Check No:	0	Check Date:	
Vendor:	0223	Kern County Auditors Office	
033013		Parking Citation Revenue/March 2013	33.00
			33.00
Check No:	0	Check Date:	
Vendor:	0241	Kern Bros. Trucking, Inc.	
62947		Wtr/fill sand	466.63
63055		Strts/cold mix to yard	836.00

		Check Amount
		1,302.63
Check No:	0 Check Date:	
Vendor:	0248 Klein's Fire Protection & Extinguisher Service	
11427	Strts/#10 vehicle bat	32.20
		32.20
Check No:	0 Check Date:	
Vendor:	0260 Liebert Cassidy Whitmore	
163752	GG/legal services-extra ordinary	336.00
163753	PD/legal services	44.00
163754	PD/legal services	56.00
		436.00
Check No:	0 Check Date:	
Vendor:	0263 Lebeau, Thelen, LLP	
22 033113	GG/legal srvc/Walmart	14,421.00
52 033113	Legal srvc-extra ordinary/Tehachapi funding 89	437.00
6 033113	GG/legal srvc-extra ordinayr/Broome family tr	3,667.00
		18,525.00
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140143005	Swr/dust mop/mats	35.09
140153860	Swr/dust mop/mats	35.09
14015909	PW/mats/twl cntr disp/hndcl/cov twl post blue	87.42
		157.60
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	
2145870	Swr/storage container	85.00
2150926	PW/large truck	252.92
		337.92
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0261043	PW/diesel fuel	475.66
0261212	PW/diesel fuel	1,718.48
		2,194.14
Check No:	0 Check Date:	
Vendor:	0373 Thomas F. Schroeter, Attorney @ Law	
0429131	GG/legal srvc/March 25 through April 26 2013	3,090.00
0429132	A/legal srvc/March 25 through April 26 2013	1,902.00
0429133	Swr/legal srvc/March 25 through April 26 2013	204.00
0429134	Wtr/legal srvc/March 25 through April 26 2013	1,080.00
0430125	PERSM1 Empl contribution/April 2013	-122.85
		6,153.15
Check No:	0 Check Date:	
Vendor:	0399 Sparkletts	
040113	Swr/fresh drinking water/hot & cold cooler renta	105.00
		105.00
Check No:	0 Check Date:	
Vendor:	0404 State Controller's Office	
27343	Strts/annual street report 11/12	1,826.31

			1,826.31
Check No:	0	Check Date:	
Vendor:	0424	Greater Tehachapi Chamber of Commerce	
6891		GG/monthly Chamber luncheon 4 @ \$15.00	60.00
			60.00
Check No:	0	Check Date:	
Vendor:	0426	Tehachapi-Cummings County Water District	
10750500		Wtr/water usage/Benz Sanitation	42.90
19703600		Wtr/water usage/Landscaping	101.83
2324300 033113		Wtr/water usage/Henway	4.50
35062700		Wtr/water usage/Warrior Park	314.65
39905600		Wtr/water usage/Chemtool	349.47
578.086		Wtr/water usage/TUSD	212.56
932945		Wtr/water usage/Median	17.26
			1,043.17
Check No:	0	Check Date:	
Vendor:	0429	Tehachapi Valley Healthcare	
156611-0004-001		GG/physical exam/MVance	156.46
			156.46
Check No:	0	Check Date:	
Vendor:	0441	Vulcan Materials Company	
327548		Wtr/st 3/4" mm pg64-10	391.50
333886		Strts/st #4 cold mix	5,254.50
			5,646.00
Check No:	0	Check Date:	
Vendor:	0445	Tehachapi Senior Center, Inc.	
030113		Senior nutrition program/March 2013	100.00
040113		Senior nutrition program/April 2013	100.00
			200.00
Check No:	0	Check Date:	
Vendor:	0453	VFW Post 5948	
041613		GG/annual flag program	100.00
			100.00
Check No:	0	Check Date:	
Vendor:	0476	WITTS Everything for the Office	
126949-0		PD/pp towels/liners	116.62
126949-0 2		PD/hilighers/markers	17.72
126949-1		PD/hilighers	11.12
126967-0		GG/labels/batteries/note pk	79.09
126999-0		CD/global loover sychro tilter	213.93
127010-0		GG/binders	43.56
127014-0		GG/inkcart	17.59
127120-0		GG/easel pad/marker flip chart/easel/masking taj	282.28
127128-0		GG/padfolio	18.16
610432-0		PW/inkcart hp	51.56
610548-0		A/paper	34.39
			886.02
Check No:	0	Check Date:	
Vendor:	0543	BSE Rents	

558576	Wtr/ tra-wts 7 way rv to 6 & 4 flat	24.11
558745	City Parks/weld cap	12.89
		<hr/>
		37.00
Check No:	0 Check Date:	
Vendor:	0585 Terry J. Warsaw, M.D.	
041613	GG/physical exam/MVance	130.00
		<hr/>
		130.00
Check No:	0 Check Date:	
Vendor:	0832 ACWA/JPIA	
0520131	Medical	67,076.04
0520132	Dental	7,500.20
0520133	Vision	861.91
0520134	Life/AD&D	1,264.14
		<hr/>
		76,702.29
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	
4308	PD/business cards	63.43
		<hr/>
		63.43
Check No:	0 Check Date:	
Vendor:	1321 Culligan Water Conditioning	
04012013	PD/acd rental	29.00
		<hr/>
		29.00
Check No:	0 Check Date:	
Vendor:	1695 Applegate Garden Florist	
031856/1	GG/green plant/delivery charge	63.43
031957/1	GG/fresh arrangement/delivery charge/relay fee	70.95
032228/1	GG/blooming plant/delivery charge	45.10
		<hr/>
		179.48
Check No:	0 Check Date:	
Vendor:	1729 Alpha Landscape Maintenance	
11533 1	GG/City offices	45.38
11533 10	Strt/South Curry	207.93
11533 11	Lndsc/Heritage Oak	787.98
11533 12	Lndsc/KB tract/Dennison	3,293.96
11533 13	Lndsc/street trees	113.10
11533 14	Lndsc/Dennison street	658.10
11533 15	Lndsc/Clearview	294.12
11533 16	GG/Pioneer Park	506.04
11533 17	GG/Old Town planters	71.32
11533 18	Lndscp/Mill street cottages	22.49
11533 19	GG/Old fire house on Pinon	109.63
11533 2	GG/Market Place & Union Pacific	201.79
11533 20	GG/Robinson Park	461.02
11533 21	GG/Taco Sandwich & Wall	25.68
11533 22	GG/Senior center	95.95
11533 23	Depot/Railroad Depot	116.44
11533 24	GG/Robinson parking lot	22.85
11533 25	Lndscp/Red Barn	80.59
11533 3	Strts/Mill street islands	392.38
11533 4	Strts/Capitol Hills (South Island)	246.63
11533 5	Lndscp/Manzanita Park	693.93
11533 6	Lndscp/KB Tract- Highland LMD	468.03

11533 7	Lndscp/Alta Tract/Warrior Park	4,082.07
11533 8	Lndscp/Alta Parkway lawns	160.38
11533 9	Lndscp/All planters-Highline & tract perimeters	1,433.48
11535 1	GG/Market Place & Union Pacific	2.29
11535 10	Lndscp/Heritage Oaks	22.98
11535 11	Lndscp/KB/Dennison	64.33
11535 12	Lndscp/Dennison street	6.89
11535 13	Lndscp/Clear View	2.29
11535 14	GG/Pioneer Park	6.89
11535 15	GG/Old Town planter	2.30
11535 16	Lndscp/Mill Street cottages	1.15
11535 17	GG/Old fire house on Pinon	2.30
11535 18	GG/Robinson Park	2.30
11535 19	GG/Taco Sandwich	2.30
11535 2	Lndscp/Mill Street island	6.89
11535 20	GG/Senior Center	2.30
11535 21	Depot/Railroad Depot	4.60
11535 22	GG/Robinson Parking lot	1.15
11535 3	Lndscp/Capital Hills	4.60
11535 4	Lndscp/Manzanita Park	6.89
11535 5	Lndscp/KB tract-Highland	2.29
11535 6	Lndscp/Alta tract/Warrior Park	52.84
11535 7	Lndscp/Alta Parkway lawns	4.60
11535 8	Lndscp/Alta planters-Highline & tract	22.98
11535 9	Lndscp/South Curry	4.60
11541	Lndscp/West Orchard & Alder	8,849.57

23,670.60

Check No:	0	Check Date:	
Vendor:	1801	HD Supply Waterworks, LTD	
6354933		Swr/garden hose adpt/galv nipple/ball valve/dixc	352.07
6429268		Wtr/conc utility bos/lid	234.33

586.40

Check No:	0	Check Date:	
Vendor:	1843	The Bank of New York Mellon Trust Company, I	
041813 1		RDA 2005 6/13 Debt Service payment	149,707.00
041813 2		RDA 2005 6/13 Debt Service payment	37,426.75
041813 3		RDA 2007 6/13 Debt Service payment	171,487.00
041813 4		RDA 2007 6/13 Debt Service payment	42,871.75

401,492.50

Check No:	0	Check Date:	
Vendor:	1846	Haaker Equipment Company	
C94562		Strts/pressure hose	539.63

539.63

Check No:	0	Check Date:	
Vendor:	1866	Bear Valley CSD	
04-2013		PD/dispatch service	35,381.95
05-2013		PD/dispatch service	35,381.95

70,763.90

Check No:	0	Check Date:	
Vendor:	1947	Tehachapi Lawn and Garden	
9801		PW/Husky chop saw/tune up/fix starter rope	115.42

115.42

Check No:	0	Check Date:	
Vendor:	1982	SSD Systems	
916639		A/trip charge/srvc labor hours/radio battery	129.10
916640		A/srvc labor hours/panel battery	153.16
984790		A/security alarm monitoring/radio backup lease	186.00
989006		A/security alarm monitoring/radio backup lease	186.00
			<hr/>
			654.26
Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
774185		PW/brk fluid	36.53
774220		Wtr/2007 GMC trck Sierra/brk pads frnt/brk rotc	137.52
774220 2		Swtr/2007 GMC trck Sierra/brk pads frnt/brk rotc	137.52
774404		PW/chv weather floor mat	45.03
			<hr/>
			356.60
Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
176757		GG/coffee supplies	162.70
191241		GG/coffee supplies	118.26
191484		GG/coffee supplies	51.55
APR3614		GG/rental water cooler	26.95
			<hr/>
			359.46
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1304025		Wtr/chlor sol	611.97
			<hr/>
			611.97
Check No:	0	Check Date:	
Vendor:	2531	Bottle Your Brand	
BYB62577		GG/100-2 private label bottled water 12oz	1,383.64
			<hr/>
			1,383.64
Check No:	0	Check Date:	
Vendor:	2592	SWRCB Fees	
SW-0062884		Swtr/annual permit fee	1,359.00
			<hr/>
			1,359.00
Check No:	0	Check Date:	
Vendor:	2636	High Desert Wireless Broadband Communicatio	
20277		IT/install lights/sirens/console/controls & other s	1,718.74
20282		IT/labor/install lights/sirens/console/controls&ot	1,718.74
20283		IT/labor/install lights/sirens/console/controls&ot	1,396.25
20284		IT/Colorado pickup/lighthead/signal master/swit	2,731.76
20285		IT/Colorado pickup/lighthead/signal master/swit	2,731.76
20287		IT/Hp processor/DDR3 ram/hrd drv/raid array/1t	17,495.11
			<hr/>
			27,792.36
Check No:	0	Check Date:	
Vendor:	2676	USPS-Hasler	
040313		GG/postage	1,000.00
			<hr/>
			1,000.00
Check No:	0	Check Date:	
Vendor:	2752	Fastenal Company	
CATEH1404		Swr/tape	83.89

		Check Amount
		83.89
Check No:	0 Check Date:	
Vendor:	2874 Department of Justice, Accounting Office	
966031 1	PD/fingerprint apps	256.00
966031 2	PD/fingerprint FBI	85.00
966031 3	PD/FED lvl volteer billed	15.00
966031 4	PD/10/30 srchg dss billed	10.00
966031 5	PD/CCW initial standard	44.00
		410.00
Check No:	0 Check Date:	
Vendor:	2902 Sim Sanitation, Inc	
25029	A/monthly standard & handicap unit rental	82.00
		82.00
Check No:	0 Check Date:	
Vendor:	2973 Department of Motor Vehicles	
3306188	PD/VC books 17@ 10.00/shipping & handling	180.81
		180.81
Check No:	0 Check Date:	
Vendor:	2978 Andy Gump, Inc	
153605	TR6216/sump maintenance/fence & gate rent	34.97
		34.97
Check No:	0 Check Date:	
Vendor:	2981 Burke, Williams & Sorenson, LLP	
165446	Foreclosure expense/89-3	6.92
165447	A/R Foreclosure-various/89-2	828.96
		835.88
Check No:	0 Check Date:	
Vendor:	2989 My Fleet Center.com	
920299	PD/oil/filtersbrk fluid/change & full service	36.91
		36.91
Check No:	0 Check Date:	
Vendor:	3051 Tehachapi Transmissions, Inc.	
4316	PD/intake manifold/2007 CV Ford	329.23
		329.23
Check No:	0 Check Date:	
Vendor:	3066 AECOM Technical Services, Inc.	
37326134	GG/planning & design/Teh Rodeo Grounds	27,000.00
		27,000.00
Check No:	0 Check Date:	
Vendor:	3067 United Rotary Brush Corporation	
275062	Strts/4 sets model 600 pl base g/b material kits	547.48
		547.48
Check No:	0 Check Date:	
Vendor:	3093 Kern County Animal Control	
04242013	GG/Quarterly billing Jan 2013 through March 2013	8,750.00
		8,750.00

Check No:	0	Check Date:		
Vendor:	3217	Office Depot		359.91
650933154001		PD/solid ink phsr pks		77.66
650933176001		PD/paper		55.80
651573158001		PD/batteries		54.23
651573158001 2		PD/dusters/disinfectant wipes		
				<hr/>
				547.60
Check No:	0	Check Date:		
Vendor:	3221	Tehachapi High School Cheer		100.00
041713		GG/THS JV Cheer sponsorship		
				<hr/>
				100.00
Check No:	0	Check Date:		
Vendor:	3270	EcoTierra Consulting		2,946.00
003		CD/consulting labor/Walmart Supplemental EIR		
				<hr/>
				2,946.00
Check No:	0	Check Date:		
Vendor:	3281	Statewide Safety & Signs, Inc.		263.35
914		Strts/man 18" alum stop/slow paddle hip		
				<hr/>
				263.35
Check No:	0	Check Date:		
Vendor:	3299	Western Pacific Signal, LLC		413.13
17202		Strts/navigator hand-held wireless infrared confi;		
				<hr/>
				413.13
Check No:	0	Check Date:		
Vendor:	3317	HPS Mechanical, Inc.		8,833.90
122112		Wtr/C strt Waterline replacement prjct/retention :		
				<hr/>
				8,833.90
Check No:	0	Check Date:		
Vendor:	3355	Got Weeds?		1,300.00
369		PW/starthistle control/10 acres		
				<hr/>
				1,300.00
Check No:	0	Check Date:		
Vendor:	3370	Information Technology Services		70.00
3854 1		PD/CJIS access license fee/January 2013		70.00
3854 2		PD/CJIS access license fee/February 2013		70.00
3854 3		PD/CJIS access license fee/March 2013		
				<hr/>
				210.00
Check No:	0	Check Date:		
Vendor:	3491	Bakersfield Memorial Hospital		978.90
0230897901		PD/medical exam		
				<hr/>
				978.90
Check No:	0	Check Date:		
Vendor:	3553	D Bethany, Notary Public		40.00
042513		CD/3 substandard building/notary service		
				<hr/>
				40.00
Check No:	0	Check Date:		
Vendor:	3561	Lisa Wise Consulting Inc.		

		Check Amount
1666	Housing Element/consulting	2,025.00
1667	Zoning Code update/consulting	13,590.00
		<hr/> 15,615.00
Check No:	0 Check Date:	
Vendor:	3569 Belfor USA Group, Inc.	
1031030282-1	PW/cleanup 100 Commercial Way/water damage	37,043.22
10310-3-0282-2	PW/repair 100 Commercial Way/water damage	39,338.62
		<hr/> 76,381.84
Check No:	0 Check Date:	
Vendor:	3572 IAS - AWEA Ad Sales	
AWEA-2272	CD/2013 Windpower show directory/full page cl	4,750.00
		<hr/> 4,750.00
Check No:	0 Check Date:	
Vendor:	3573 AAA Quality Services Inc.	
00195767	Tract 6216 Sump/fence rental	63.58
00196520	Tract 6216 Sump/fence rental	89.01
		<hr/> 152.59
Check No:	0 Check Date:	
Vendor:	3574 Colombo Construction	
040913	PD/refund of deposit for TPD bid docs	175.00
		<hr/> 175.00
Check No:	0 Check Date:	
Vendor:	3575 Journey Air Conditioning Company	
13-004	Depot/supply & install Enervex fan exhaust syst	13,431.00
TM3.056	Depot/install additional relays & wiring for AC f	1,391.00
TM3.056-2	Depot/finish control wiring for exhaust system	920.00
		<hr/> 15,742.00
Check No:	0 Check Date:	
Vendor:	3576 Mallory Safety & Supply LLC	
3727250	PD/6005 PFL	116.28
		<hr/> 116.28
Date Totals:		<hr/> 816,810.87
Report Total:		<hr/> <hr/> 816,810.87

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 4/11/2013 - 10:55 AM



			Check Amount
Check No:	37812	Check Date: 04/11/2013	
Vendor:	3528	Grace Benedict	
040513		GG/kitchen supplies/reimbursement	26.13
			26.13
Check No:	37813	Check Date: 04/11/2013	
Vendor:	2893	Cardmember Service	
405		Finance/lodging/LCW training/CCopus	544.26
			544.26
Check No:	37814	Check Date: 04/11/2013	
Vendor:	2912	Aaron Gamble	
040213		Swr/meals/reimbursement/WW Op II test/Fresnc	37.90
			37.90
Check No:	37815	Check Date: 04/11/2013	
Vendor:	1822	Ed Grimes	
040413		Council/meals/Public Safety Policy Committee	22.62
040413 2		Council/mileage/Public Safety Policy Committee	129.95
			152.57
Check No:	37816	Check Date: 04/11/2013	
Vendor:	3570	Norman Hanson Firearms	
041013		PD/100 40 S&W 155 grain CMJ-50 rounds per t	1,350.00
			1,350.00
Check No:	37817	Check Date: 04/11/2013	
Vendor:	3562	PAS Associates	
25515		GG/Salary survey project	1,225.00
			1,225.00
Check No:	37818	Check Date: 04/11/2013	
Vendor:	0433	Tehachapi Recycling, Inc.	
3032013		Recycling Contract Service	14,444.71
			14,444.71
Check No:	37819	Check Date: 04/11/2013	
Vendor:	0434	Tehachapi Sanitation	
3012013		Kern County gate fees	14,475.96
3022013		Refuse Service Contract	66,847.68
			81,323.64
Check No:	37820	Check Date: 04/11/2013	
Vendor:	2940	U.S. Bank Corporate Payment System	
0005		GG/meals/Kern Co/City/ meeting	48.49
000559		PW/fuel	60.00
002239		GG/water/DC trip	6.98

00281	GG/meals/KCAC meeting	117.34
00539	GG/meals/ meeting	46.54
0084	GG/meals/DC trip	22.55
011335	GG/meals/DC trip	17.30
022513	PD/16' container w/door/750 Enterprise Way	207.88
022513	CD/membership renewal/DJames	100.00
022613	PD/badge/wallet	138.00
022713	GG/meals/PW institute travel	15.23
022713	GG/registration/Global Reatil Real Estate Conve	1,060.00
022713 2	GG/parking	6.00
022813	GG/meals/PW institure travel	23.25
030213	GG/real projector	1.99
030413	A/reservations/lodging/TGlasgow	62.39
030413 2	GG/wood collage frame broken/returned item	-41.09
030413 2	GG/reservations/lodging/GGarrett	62.38
03051	A/excess baggage chrg/TGlasgo	25.00
030513 3	GG/excess bags/DC	25.00
03052	A/excess baggage chrg/TGlasgow	25.00
03053	GG/excess baggage chrg/GGarrett	25.00
030713 3	GG/meals/DC	26.57
030913	GG/fuel	64.92
031213	PW/Dell computer	1,273.97
032013	PD/registration/Training course/MGoe	450.00
032613	GG/membership ICSC/EGrimes	50.00
036077	GG/meals/DC trip	15.27
040484	GG/metro transit/DC	40.00
041144	GG/meals/DC trip	59.89
042082	GG/notary/Notice of Completion	10.00
061971	GG/meals/DC trip	10.86
067911	GG/meals/DC trip	12.51
0749059	GG/Urban water supply handbook	63.79
076862	GG/meals/DC	57.19
084070	GG/parking @ LAX/DC trip	64.00
0858613	PW/fuel	85.52
0858622	PW/fuel	124.59
092153	GG/meals/PW institure travel	9.00
093132	PD/meals/Kern Chiefs conference	22.48
098456	GG/water & snacks/DC trip	8.79
1008244	GG/meals/DC trip	27.58
10121721	PD/3/4" hole NMO styl brass mt w/17' RG58U &	71.75
1170	PD/canine liability 360	190.00
132539181	A/car rental/DC	454.18
174140144	GG/HP monitor	154.49
19774400	PD/lodging	186.58
2022600	GG/prncpls of wtr rates,fees,&chrgs/pumping sta	415.15
2280501	PW/fuel	97.01
2510	A/lodging/DC	1,317.59
264241	PD/meals/LCW conference	35.65
2694943	GG/wood collage frame	41.52
306819	PD/tactical BDU pant/belt combo/shrt sleeve shi	160.99
362	GG/meals/DC trip	13.00
3622632	GG/Wastewater engineering textbook	66.60
3706	GG/meals/DC trip	19.19
40002	GG/League of California Citites	275.00
566440048315	A/travel charger iPad/adapter	63.04
5713	GG/internet photo	4.29
607738	GG/meals/DC trip	17.73
647372793-001	A/paper/pens	149.30
67236313	Council/lodging/ACCAP mtng	460.90

6849	A/fuel	12.00
6855443	GG/tripod portable	93.21
6855443 2	GG/bag for tirpod/keyboard cover/totating stand	139.67
748866	GG/blck toner cart	101.57
811692	CD/rug gripper/return	-35.44
811693	CD/rug gripper premium	25.74
8-476267	PW/20' rect/angle/channel/round cr	279.09
8-476790	PW/20' rect tube/flat hr/rect tube	395.08
8592320	CD/rug gripper	35.44
9157791	PD/registration/2013 LCW annual Pubic Sector]	500.00
919306	GG/mileage services/2013 Ford Explorer	86.34
9203	PW/linings/2013 Chev slvrd Trk	575.00
9205	PW/linings/2013 Chev slvrd Trk	425.00
9438	GG/meals/DC trip	29.98
9884	GG/airserver for pc 4	14.99
9937064	GG/Seagate expansion USB	85.99

11,489.78

Date Totals: 110,593.99

Report Total: 110,593.99

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 4/16/2013 - 2:13 PM



Check Amount

Check No:	37898	Check Date:	04/16/2013	
Vendor:	0372	Southern California Edison		
0327131		GG/1125 Capital Hills		23.37
03271312		St/209 1/2 E Teh blv		23.92
03271313		St/333 1/2 E Teh		156.65
0327132		GG/109 E Teh blv		83.33
0327133		GG/111 W I st		45.76
03281336		Traffic Signal/801 Mountain View av		50.89
03291310		St/101 Teh bl #B		187.70
03291311		St/110 S Mill st		133.87
03291344		Wtr/358 E D st		1,444.47
03291345		St/Curry/D st		16.33
03291347		Swr/800 Enterprise/WWTP		4,162.20
03291348		Swr/880 Enterprise		1,576.31
0329138		St/Teh bl W/O Green		16.33
0329139		St/103 Teh bl		86.83
04021344		St/Teh blv/Bailey av		79.61
0402136		St/303 E av D		15.72
0402137		St/326 E D st		20.35
04041314		St/Highway 202		58.92
04041320		St/Highway 202		32.51
04041346		Wtr/Curry		5,559.34
04051321		St/Curry st /Walnut		16.28
04051335		LLD/1347 Clasico Dr PED		40.31
04051336		LLD/1115 Alder av PED		24.35
04051337		1002 Applewood st		72.80
04051337		LLD/1415 Alder av PED		24.19
04061315		St/Teh blv/Dennison		12.68
04061316		St/800 S Curry st		32.51
04061317		St/Dennison/Brett av		43.75
04061318		St/Goodrick dr E/O Dennison		200.88
04061319		St/Valley bl W/O Dennison		401.77
04061322		St/Tucker/Valley		129.65
04061323		St/710 W Teh blv		164.55
04061324		St/Mill st S/O E st		11.40
04061325		St/F st E/O Mulberry		182.87
04061326		St/Highline & Curry		16.53
04061327		St/TR 45361 Mulberry Ap		56.86
04061328		St/Mill and J st		109.57
04061329		St/Tucker Rd/Hwy 202		173.97
04061330		St/Mill and J st		72.89
04061331		St/Curry st S/O Pinon st		16.26
04061331		LLD/180 Valley		24.38
04061332		St/100 W Teh blv #B		165.80
04061333		St/101 W F st		269.25
04061334		St/TR 2995 Oakwood/Val		252.96
04061334		LLD/115 Manzanita Ln		24.38
04061335		St/TR 2995 Oakwood/Val		179.52

04061336	St/TR 2995 Oakwood/Val	7,489.18
04061346	Lndscp/311 Sutter St	24.64
04061347	Lndscp/501 1/2 Pinon	24.38
04061350	Swr/000000 Teh blv	187.25
04061351	St/Teh/Tucker	49.61
04091332	LLD/Manzanite/Green	281.57
04091338	Wtr/Wht Oak Extnd E Curry	900.41
04091338	St/Dennison/Pinon st	1,250.40
04091339	Wtr/Pinon	1,758.10
04091339	St/1199 Cnayon Drive East	26.21
0409134	St/Mulberry/Brentwood	76.26
04091340	Wtr/129 Brentwood dr	1,999.44
04091340	St/1200 S Dennison	26.36
04091341	Wtr/1299 S Curry st	1,649.57
04091341	St/1202 S Dennison	27.33
04091342	St/1000 Canyon Dr W	25.65
04091343	St/Mill st/D st	76.95
04091345	Lndscp/409 Bailey Ct	162.33
04091349	Swr/755 Steuber Well	568.93
0409135	St/1300 Goodrick dr #Z	25.80
04101333	LLD/115 Manzanita st	24.64
04101334	LLD/209 E Highline rd PED	24.30
04101342	Wtr/NW Cor Anital/Dennison	2,011.67
04121343	Wtr/126 S Snyder av	683.61

35,869.36

Check No: 37899 Check Date: 04/16/2013
 Vendor: 1851 AT&T
 04012013 GG/white page account

11.83

Check No: 37900 Check Date: 04/16/2013
 Vendor: 3011 Verizon Wireless
 9701880326 Wtr/broadband mobile
 9701880326 2 Swr/broadband mobile

11.83

15.01

15.01

30.02

Check No: 37901 Check Date: 04/16/2013
 Vendor: 3274 Bright House Networks
 042113 GG/internet services

144.52

144.52

Date Totals: 36,055.73

Report Total: 36,055.73

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 4/18/2013 - 12:56 PM



			Check Amount
Check No:	37902	Check Date: 04/18/2013	
Vendor:	0395	The Gas Company	
0410131		GG/Non-residential/200 W Teh blv	20.60
0410132		GG/Non-residential heat/115 S Robinson st	70.96
0410133		PD/Non-residential/129 E F st	150.33
0410134		A/Non-residential/409 Bryan ct	38.63
0410135		PW/Non-residential/100 Commercial Way	124.20
			404.72
Check No:	37903	Check Date: 04/18/2013	
Vendor:	1739	Chevron & Texaco Business Card Services	
040613		PD/fleet vehicles/fuel	8,119.18
040613 2		GG/fleet vehicles/fuel	399.24
			8,518.42
Check No:	37904	Check Date: 04/18/2013	
Vendor:	2963	AT&T	
4238383		PW/fax	45.87
4240055		Swr/telemetry sys	15.96
4250131		GG/City Hall	447.69
4250132		Swr/WWTP officel	102.30
4250133		Swr/swr lift station	15.96
4250134		GG/City Hall fax	59.82
4250135		A/awos	15.65
4250136		PW/fax	30.80
4250137		Swr/fuel sys	15.96
4250140		Swr/scada	85.95
4250654		GG/108 Pinon	15.65
4250931		PD/breathalyzer machine	15.96
4250997		Depot	47.01
4261304		PD/T1 line	306.35
			1,220.93
Check No:	37905	Check Date: 04/18/2013	
Vendor:	3011	Verizon Wireless	
9702495123		PD/mobile broadband	368.38
			368.38
Check No:	37906	Check Date: 04/18/2013	
Vendor:	3571	Division of State Architect	
041813		Disability Access & Education fee	27.90
			27.90
Date Totals:			10,540.35

Check Amount

Report Total:

10,540.35

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 4/22/2013 - 2:15 PM



Check Amount

Check No:	37907	Check Date:	04/22/2013	
Vendor:	2695	Home Depot Credit Services		
0010013		Swr/sawhorse		26.84
0010019		PD/bo bits/nutset/nut driver/lxt single pck batter		611.73
0010102		PD/frame nails		48.26
0012083		Wtr/clorox bleach		8.54
0012091		Swr/energizer max d 8/8oz thrd sealant w-pife		24.11
0012222				89.10
0020092		PW/fct sup line/bath fauc		63.68
0136147		PW/72" t mould		20.94
0564210		PW/5pc plumb repair tool kit/key wrench		25.00
0564238		PW/dewalt 1/2" 20v hammer drill kit		321.43
1010991		PW/plywood blade		9.64
1011023		Swr/13g kitchen trash bags 150ct		11.68
1011023 2		GG/13g kitchen trash bags 150ct		23.70
1013221		A/shelf support clips/48" wht e5 upright		15.97
1024166		A/lumber fee/1x6 ft birch lumber/wood filler		90.56
13358		Cnstrc/hitch ball		35.41
1564970		Lndscp/Dewalt adjstbl wrench set/wrench		34.70
1565010		PW/eye bolts		1.25
1565014		Wtr/7" circular valve bos w/cover		21.03
1592687		Tr6216/straight blade		9.65
1592705		Wtr/dwv pipe/pvc coupling/adapter/elbow		14.10
2010792		Lndscp/12" square blk drain grate		22.97
2010796		Wtr/dig multimet		21.49
2013067		LLD Alta/pvc tee		1.89
2013098		A/rubber mats		42.94
2013127		A/hardwood plywood/finnails/wood glue		264.24
2024126		Strts/3.25" starter ball & drop bar kit		26.32
2581775		PD/wood screws/32w light bulds 10pk		50.91
2594140		A/paint/prmd mdf board/screen mould/terry twls		113.58
3010627		PD/torch blade		23.95
3010665		Lndscp/sakrete concrete		7.71
3010693		PD/torch blade/ recip sawblade 5pk		253.32
3011872		PW/3' hand pump w-6' hose		32.20
3564759		PD/frame nails		96.51
3592582		Strt/eye bolts/eye bolt w/nut		5.46
4011816		PW/sz 8 blk pvc boots		19.30
4020799		Wtr/primer/pvc solvent/pvc bushings/pvc ball/ad		28.29
4570132		Wtr/ez ancor stud solver		8.56
4593199		Strts/33g gl trash bags		32.15
5011666		LLD Alta/pife thrd seal tape 5pk		8.32
5302883		Swr/lumber/insul/tji's/rim joist/drywall		3,627.59
5302883 2		Wtr/lumber/insul/tji's/rim joist/drywall		3,627.60
6011567		LLD Alta/2" pvc el 90d		6.41
6021879		Centennial Plaza/diablo cut off wheel/gloves		64.18
6043516		PD/120v elctrc bllst		19.32
6565498		Wtr/gal bushings		6.36

6565498	Lndscp/9" & 8" schulpting hedge shears	53.69
7011299	Wtr/fir studs/6 dubl 1lb/grade stakes	13.80
7012576	Strts/duracell aa 10pck	17.16
7012623	PW/2" xclose gal nipple	3.93
7012632	PW/scotch extreme mounting tape/picture hange	17.82
7021818	Centennial Plaza/elec flat soap stone holder	4.05
7113039	Wtr/100 whps	49.45
7565409	Centennial Plaza/diablo metal cutoff	7.27
7571359	Centennial Plaza/rust gloss	8.30
7593057	PW/loctite power grab clr prss pk 6oz	8.42
8010276	PD/9" axblade 5pk/floor scraper/12"x5/8 ax blad	81.24
8012392	Cnstrc/blck oxide bits/furniture dolly	109.27
8012406	Cnstrc/blck oxide bits	46.83
8020297	Wtr/bushings	11.52
8020337	PD/angle framing anchor	10.01
8566262	PW/3/4" sillcock fpt	5.76
8593675	Cnstrc/diablo cut off wheel	9.29
9010123	PD/4 24" sawhorses	71.49
9010177	Wtr/5pk steel demon 6"/3/4 gal plugs	22.26
9010187	Lndscp/mason line	6.42
9010206	Swr/hvy duty scour pad/sponges 3pk	15.17
9012314	PW/mounting tape/picture hanging strips	10.91
9022889	Centennial Plaza/weld wire 10lb	66.70
9022909	Centennial Plaza/5gal buckets/lids	12.70
9022971	PW/thread seal	11.01
9100028	PW/fct sup line/bath fauc/refund	-63.68
9302837	PD/s/o simpson	1,301.50
		<hr/>
		11,831.18
		<hr/>
	Date Totals:	11,831.18
		<hr/>
		<hr/>
	Report Total:	11,831.18
		<hr/>
		<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 4/24/2013 - 2:46 PM



			Check Amount
Check No:	37908	Check Date: 04/24/2013	
Vendor:	3516	Kern Pacific Construction Company	
04082013		Teh Blvd Imp Phase IV Pay #6	2,660.00
04182013		Teh Blvd Imp Phase IV Pay #7	29,487.44
			<hr/>
			32,147.44
			<hr/>
Date Totals:			32,147.44
			<hr/>
Report Total:			32,147.44
			<hr/> <hr/>



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	JCS
CITY MANAGER:	

MEETING DATE: MAY 6, 2013 AGENDA SECTION: AIRPORT MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: APRIL 29, 2013

SUBJECT: COMMERCIAL HANGAR GROUND LEASE SUITE 22E

BACKGROUND

GEORGE T. SANDY, TRUSTEE OF THE SANDY FAMILY LIVING TRUST, APPROACHED CITY STAFF WITH INTENT TO CONSTRUCT A NEW HANGAR AT THE TEHACHAPI MUNICIPAL AIRPORT. THE SITE THAT HAS BEEN SELECTED IS FUTURE HANGAR LOCATION 22E, LOCATED IMMEDIATELY EAST OF AVIATOR PARK ON THE EASTERN SIDE OF THE AIRPORT. MR. SANDY IS REQUESTING A NEW COMMERCIAL HANGAR GROUND LEASE FOR THE SITE TO CONSTRUCT HIS NEW HANGAR 22E.

RECOMMENDATION

APPROVE THE NEW COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE SANDY FAMILY LIVING TRUST, TRUSTEE GEORGE T. SANDY AND TRUSTEE LUCIA SANDY FOR THE CONSTRUCTION OF HANGAR 22E.

COMMERCIAL HANGAR GROUND LEASE AGREEMENT
(Tehachapi Airport) Suite 22E (15,000sq.ft. LOT)

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 6th day of **May 2013**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Sandy Family Living Trust, Trustees George T. Sandy, and Lucia Sandy**, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

(a) Except as otherwise described herein, the term of this Lease shall be for 240 months, commencing on the Commencement Date hereinafter described, and terminating on the last day of the 240th month thereafter (the "Initial Term"). LESSEE is hereby granted options to renew the LEASE (the "Options") for two successive terms of 60 months each (the "Lease Extensions"), provided LESSEE gives LESSOR written notice of LESSEE'S exercise of an Option no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or of the first Lease Extension, as the case may be. A Lease Extension shall be on the same terms and conditions as described in this Lease. except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new commercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new commercial hangar ground leases.

(b) As used in Paragraph (a) of this Section 2, the term "Commencement Date" shall refer to the date when the LESSEE receives a certificate of occupancy from the City of Tehachapi (the "City") for the Hanger hereinafter described (the "C of O") but no later than the last day of the CO Term hereinafter described. Lessee shall have six (6) months from the date of this Lease in

which to obtain a building permit from the City to construct the Hangar (the "Permit Term") and twelve (12) months after receipt of a building permit to receive a C of O (the "CO Term"). In the event the Permit Term expires prior to Lessee obtaining a building permit or the CO Term expires prior to LESSEE obtaining a C of O, Lessee shall be deemed in material default of this Lease and LESSOR shall have all remedies available hereunder or at law or in equity, including, without limitation, the right to terminate this Lease.

3. **HOLDING OVER:**

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

4. **RENTAL, INTEREST:**

(a) As and for rental from and after the Commencement Date, LESSEE agrees to pay to LESSOR, rental calculated as follows:

(i) The rental for the Hangar shall be determined by City's calculation of the square footage of the Hangar and an area around the Hanger determined by City, in its sole discretion, as typically used by commercial hangar owners in their use of hangars (the "Hangar Area"). The Hangar Area shall be charged at the standard rate per square foot then in effect at the City for commercial hangar ground leases.

(ii) The rental for the remainder of the premises shall be determined by City's calculation of the square footage of the remaining area (the "Remainder Area"). The Remainder Area shall be charged at the rate of \$0.0133 per square foot as adjusted annually by the Consumer Price Index (hereinafter described).

(b) From the date hereof to the Commencement Date, Lessee agrees to pay LESSOR the sum of **\$199.50** (15,000sq.ft.) per month payable in advance on the first day of each month commencing on the date hereof.

(c) On February 1 of each calendar year following the Commencement Date, the monthly rental shall increase or decrease for each calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-

1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of the rental adjustment prior to February 1 or as soon thereafter as LESSOR is reasonably able to do so. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

(d) If the rental payments required in this Section 4 are not paid within fifteen (15) days after they become due, then LESSEE shall also pay interest on the delinquent rental at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

5. CONSTRUCTION OF IMPROVEMENTS:

LESSEE shall have to and through the CO Term in which to complete construction of a hangar (the "Hangar") and a parking area on the premises (collectively, the "Improvements"). Prior to obtaining a building permit, LESSEE shall provide LESSOR with plans and specifications for the Improvements and all other documentary information required by LESSOR to process the plans and specifications, including, without limitation, all fees for same. LESSEE not obtain a building permit for the Improvements until LESSOR has approved the plans and specifications. LESSEE shall address all comments from LESSOR with regard to the foregoing and correct them as required by LESSOR. LESSOR shall also have the right to require the use of such materials, a certain quality of construction, landscaping, and such other conditions as LESSOR, in its sole discretion, shall deem appropriate for a hangar and parking area on the premises. Construction shall be at LESSEE'S sole cost and expense. LESSEE shall not allow any liens or encumbrances to be placed on the premises due to LESSEE'S activities on the premises and shall fully remove such liens within five (5) days of notice from the City of the existence of same. LESSEE shall have to and through the CO Term in which to obtain a C of O on the Hangar.

6. PURPOSE; NUISANCE:

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, modification, display, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such

aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease. Notwithstanding the foregoing, LESSEE may utilize the demised premises for one or more of the following Commercial aviation purposes: maintenance, repair, restoration, and construction of all types of aircraft, airframe, engine, appliance, avionics, and pilot supplies (collectively, the "Commercial Activities"). Provided, however, that the Commercial Activities authorized herein shall not be assigned nor shall the right to same be subleased and any such attempted assignment or sublease shall be absolutely void and constitute a breach of this Agreement. Upon the sale or transfer of the lease herein, the right to conduct the Commercial Activities shall automatically terminate and be of no further force or effect.

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any action necessary to abate or cure such condition at LESSEE'S sole cost and expense, without further written notice and LESSOR shall have no liability to LESSEE therefore nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR will use its reasonable best efforts to limit the physical damage incurred to hangar or property to cure such condition.

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

7. **CONDITION OF PREMISES:**

LESSEE has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, as is, subject to and including all defects, latent and/or patent. LESSEE acknowledges that the Airport and the premises are subject to a variety of weather conditions including, without limitation, snow accumulation. LESSEE acknowledges that LESSOR does not have snow removal equipment nor personnel to remove the snow and that LESSOR will have no responsibility or liability for doing so.

8. **SAFETY:**

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto. LESSOR shall maintain undeveloped grounds adjacent to demised property in a condition consistent with current city and county fire code.

9. **ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained.

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

water, sewer, telephone, and trash and refuse disposal service.

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within thirty (30) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE. If such repair is determined by the LESSEE to be economically unfeasible, either party shall have the option of terminating the agreement with LESSEE, and at LESSEES'S cost, returning the demised property to its original pre-agreement condition.

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

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

receipt of the Lessee Notice in which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to close of business (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within thirty (30) days. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next thirty (30) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within thirty (30) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and

conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

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

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR will promptly notify LESSEE if LESSEE is not present, of any and all instances where LESSOR was required to enter leased premises. The name of entrant, the purpose of entry, the date, time and confirmation of securing same shall be included in the notification to LESSEE. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

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

during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over, unless it has been determined in a court of law that gross negligence and willful misconduct has occurred on behalf of the LESSOR.

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of LESSEE'S use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

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

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

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

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

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or

thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

21. **TAXES AND ASSESSMENTS:**

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

22. **LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:**

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

23. **AERONAUTICAL RESTRICTIONS:**

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

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

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

the abatement of such interference at the expense of LESSEE.

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

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

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

24. **SUBLETTING:**

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

(i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;

(ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and

(iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease,

assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR to any assignment or sublease, shall not be deemed or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

25. **RIGHT OF INGRESS AND EGRESS:**

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

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by 30 day written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

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

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

29. **NEGATION OF PARTNERSHIP:**

LESSOR shall not become or be deemed a partner or joint venture with LESSEE or

in any other relationship with LESSEE other than that of landlord and tenant by reason of the provisions of this Lease nor shall LESSEE for any purpose be considered an agent, officer, or employee of LESSOR.

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

performed to the satisfaction of the City Manager.

37. **NOTICES:**

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

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

TO LESSEE: **Sandy Family Living Trust**
Trustee: George T. Sandy
Trustee: Lucia Sandy
718 Silver Oak Drive
Tehachapi, CA 93561

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

In the event any action or proceeding is instituted arising out of or relating to this Lease or for the purpose of enforcing this Lease, the prevailing party shall be entitled to its

reasonable documented attorney's fees and actual costs.

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

LESSEE:

CITY OF TEHACHAPI

By: _____
Phil Smith

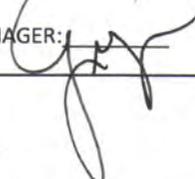
Mayor of the City of Tehachapi, California

By: _____
Sandy Family Living Trust
Trustee: George T. Sandy

EXHIBIT - A





APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: MAY 6, 2013

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: APRIL 30, 2013

SUBJECT: TRACT 6507 STORM WATER PUMP STATION PROJECT – NOTICE OF COMPLETION

BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with Kern Pacific Construction for the Tract 6507 Storm Water Pump Station 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 TRACT 6507 STORM WATER PUMP STATION PROJECT AND DIRECT STAFF TO RECORD SAME.

RECORDING REQUESTED BY AND
FOR THE BENEFIT OF AND
WHEN RECORDED MAIL TO:

City Clerk's Office
CITY OF TEHACHAPI
115 South Robinson Street
Tehachapi, CA 93561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 18th day of June 2012, by and between the City of Tehachapi, the Owner, and Kern Pacific Construction, the Contractor, for all work necessary to complete the Tract 6507 Storm Water Pump Station, located at 1002 Applewood Drive, Tehachapi, CA 93561, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 25th day of April 2013, on behalf of the Owner.

By _____
Greg Garrett, City Manager

Greg Garrett, being duly sworn, says: That he is the City Manager and Authorized Agent of the City of Tehachapi, the City that executed the foregoing Notice as the Owner of the Property herein described; that he makes this verification on behalf of the City; and that he has read said Notice and knows the contents thereof, and that the facts there instated are true.

State of California
County of Kern

Subscribed and sworn to (or affirmed)
before me on this ____ day of
_____, 2013, by

(1) _____,
proved to me on the basis of satisfactory
evidence to be the person who
appeared before me.

Signature _____

Place Notary Seal Above



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

COUNCIL REPORTS

MEETING DATE: May 6, 2013

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: APRIL 30, 2013

SUBJECT: SOUTHERN CALIFORNIA EDISON GRANT OF EASEMENT

BACKGROUND

The City of Tehachapi has issued a ground lease to SBA Tower Company providing space atop the 'rock pile' located on the Tehachapi Municipal Airport. This ground lease accommodates a mobile phone tower for Nextel/Sprint. Recently, the Council authorized an amendment and addendum to this lease to allow Metro PCS to co-locate mobile phone service equipment in this area. As a component of this lease, the City has agreed to authorize easements in favor of associated utility companies as are reasonably necessary to allow SBA Tower Company to operate.

Metro PCS requires separate metered power service to accommodate their new facilities. In order to provide this service, Southern California Edison is requesting a 11 foot by 20 foot easement immediately northwest of the rodeo grounds be granted to them to contain their power service equipment.

RECOMMENDATION

City Staff, with the aid of the City Attorney, has reviewed the attached easement document.

AUTHORIZE THE MAYOR TO SIGN THE GRANT OF EASEMENT AND DIRECT STAFF TO RECORD SAME.

RECORDING REQUESTED BY



SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

Real Properties
2131 Walnut Grove Avenue, 2nd Floor
Rosemead, CA 91770

Attn: Distribution/TRES

COPY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE (VALUE AND CONSIDERATION LESS THAN \$100.00)	DISTRICT	WORK ORDER	IDENTITY	MAP SIZE
	Tehachapi	TD# 615599		
SCE Company	FIM 596-1869-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME	APN 415-012-07	Real Properties	SLS/BT	4/29/13

CITY OF TEHACHAPI, a municipal corporation organized and existing under the laws and constitution of the State of California (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including aboveground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Kern, State of California, described as follows:

THE SOUTHERLY 11.00 FEET OF THE NORTHERLY 305.00 FEET OF THE WESTERLY 20.00 FEET OF THE EASTERLY 43.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 33 EAST, MOUNT DIABLO BASE AND MERIDIAN.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantor agrees for himself, his heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the hereinbefore described easement area. The Grantee, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor, the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

The Grantee, by the acceptance of this instrument, agrees that in the event the electric service for which said systems are constructed is ordered discontinued, and the Grantee is not required by any law, rule or regulation of any governmental authority to furnish electric service or electric energy from said systems, Grantee will, at its election, remove and/or abandon in place, in whole or in part, said systems within 120 days after the receipt from the Grantor of a notice in writing of the discontinuance of service and requesting removal and/or abandonment of said systems, and subsequent to such removal and/or abandonment shall quitclaim to Grantor all rights acquired under this Grant of Easement.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the active negligence or willful misconduct of Grantor, its employees', agents' and contractors'.

EXECUTED this ____ day of _____, 20__.

GRANTOR

CITY OF TEHACHAPI, a municipal corporation organized and existing under the laws and constitution of the State of California

Signature _____

Print Name _____

Title _____

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation

By: _____

Dino J. LaBanca
Real Properties Department

Date: _____

State of California

County of _____

On _____ before me, _____, notary public,
(insert name)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

State of California

County of _____

On _____ before me, _____, notary public,
(insert name)

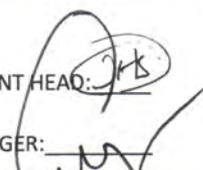
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct

WITNESS my hand and official seal.

Signature _____

(This area for notary stamp)

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: MAY 6, 2013

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: APRIL 30, 2013

SUBJECT: TEHACHAPI BOULEVARD REHABILITATION PROJECT AND HSIP VALLEY SHOULDER WIDENING PROJECT

BACKGROUND:

This project is composed of two federally funded transportation projects:

The Tehachapi Boulevard Rehabilitation Project seeks to reconstruction the west-bound travel lane on Tehachapi Boulevard from Mill Street west to Antelope Run.

The HSIP Valley Shoulder Widening Project, as the Council will recall, has been bid twice before as a stand-alone project but without success. The project seeks to eliminate the roadway width constriction present on Valley Boulevard near Griffith Street. At the recommendation from Caltrans Local Assistance, we combined to the two projects in order to improve the bidding climate and bring both projects in within budget.

On March 29, 2013, advertising began for the combined project. Staff opened bids for this project on April 30, 2013. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Central Valley Asphalt	\$276,376.00
Griffith Company	\$329,785.00
Granite Construction	\$456,635.00

FISCAL IMPACT:

As noted above, these projects are federally funded through two sources as follows:

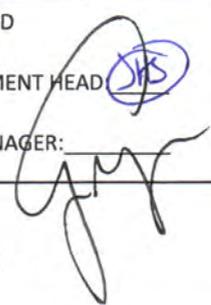
1. The Tehachapi Boulevard Rehabilitation Project is funded through the Regional Surface Transportation Program. Our total funding is \$227,700, of which \$201,582 is reimbursable and the remainder is the responsibility of the City. This funding currently includes \$29,700 for construction administration expenses.
2. The HSIP Valley Shoulder Widening Project is funded through the Highway Safety Improvement Program. Our total funding is \$84,000, of which \$76,050 is reimbursable and the remainder is the responsibility of the City.

This funding includes \$6,400 already expended for design expenses and \$6,400 for construction administration expenses.

RECOMMENDATION:

City staff has reviewed the bids as received and has deemed the proposal from Central Valley Asphalt to be responsive.

AWARD THE TEHACHAPI BOULEVARD REHABILITATION PROJECT AND HSIP VALLEY SHOULDER WIDENING PROJECT TO CENTRAL VALLEY ASPHALT IN THE AMOUNT OF \$276,376.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$13,818.80).

APPROVED	
DEPARTMENT HEAD 	
CITY MANAGER: _____	

COUNCIL REPORTS

MEETING DATE: MAY 6, 2013

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: MAY 1, 2013

SUBJECT: TRACT 6216 (ALTA ESTATES) LANDSCAPING PROJECT

BACKGROUND:

As the Council is aware, Tract 6216 (also known as Alta Estates) located west of Curry Street and north of Highline Road went defunct a number of years ago. The City pursued funds from the bonding company representing the developer and succeeded in procuring funds to make a number of capital improvements in the Tract. The Tract 6216 Landscaping Project is the third project in a series of projects designed to expend these funds by improving the landscaping in several public spaces within the Tract. The project generally includes grading, soil amendment, irrigation, and planting improvements.

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

Staff opened bids for this second rebid project on April 30, 2013. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Marina Landscape Inc.	\$343,000.00
Nish-Ko, Inc.	\$560,130.00

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

FISCAL IMPACT:

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

RECOMMENDATION:

City staff has reviewed the bids as received and has deemed the proposal from Marina Landscaping Inc. to be responsive.

AWARD THE TRACT 6216 LANDSCAPING PROJECT TO MARINA LANDSCAPING INC. IN THE AMOUNT OF \$343,000.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$17,150).

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

MEETING DATE: May 6, 2013 **AGENDA SECTION:** ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: May 1, 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 or donated can be found below.

1. 5 metal filing cabinets currently in storage
2. 4 lamp posts removed from alleyway
3. 25 tree metal grates
4. 2 steel vault lids
5. Miscellaneous water fittings
6. Old chain link fencing
7. Martin Yale Paper folding machine
8. LCD Projector
9. 1997 RCA Camcorder
10. 1997 Sharp TV/VCR Combination
11. Map rack

12. Wooden desk chair
13. Ribbon printer stand
14. Wooden lateral filing cabinet
15. Wooden desk
16. Wooden credenza
17. Conference table

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 6th day of MAY, 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

EXHIBIT "A"

Page 1 of 1

1. 5 metal filing cabinets currently in storage
2. 4 lamp posts removed from alleyway
3. 25 tree metal grates
4. 2 steel vault lids
5. Miscellaneous water fittings
6. Old chain link fencing
7. Martin Yale Paper folding machine
8. LCD Projector
9. 1997 RCA Camcorder
10. 1997 Sharp TV/VCR Combination
11. Map rack
12. Wooden desk chair
13. Ribbon printer stand
14. Wooden lateral filing cabinet
15. Wooden desk
16. Wooden credenza
17. Conference table

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: May 6th, 2013 AGENDA SECTION: Assistant City Manager

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: MAY 1, 2013

SUBJECT: ADOPTION OF THE ILLNESS AND INJURY PREVENTION PROGRAM

BACKGROUND

In an effort to promote and maintain a safe work environment for City employees, staff has developed an Illness and Injury Prevention Program (IIPP). By OSHA definition "an injury and illness prevention program is a proactive process to help employers find and fix workplace hazards before workers are hurt." This IIPP will serve as the backbone of the City's Workplace Safety Program and covers the required areas of:

- Hazard Communication
- Safety Compliance
- Inspection and Evaluation
- Accident Investigation
- Hazard Correction
- Safety and Health Training
- Recordkeeping and Documentation

The IIPP will outline the commitment of management, the responsibility of the employees and establish the basis for a safe, healthy and productive workplace.

RECOMMENDATION

Adopt the Illness and Injury Prevention Program (IIPP)

City of Tehachapi
Injury and Illness Prevention Program (IIPP)

Policy

We have established this written Injury and Illness Prevention Program (IIPP) in accordance with Title 8, California Code of Regulations, Section 3203, of the General Industry Safety Orders. All employees are required to comply with our safety and health policies and practices. This includes employees at every level and in all positions.

This IIPP includes the following elements:

- Responsibility and Authority
- Compliance
- Communication
- Hazard Assessment
- Accident Investigation
- Hazard Correction
- Training and Instruction
- Record Keeping

Responsibility and Authority

The Utility Manager is the designated IIPP Administrator and has the authority and responsibility for implementing and maintaining this IIPP.

Managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering employee questions about the IIPP. Employees are responsible for understanding and following the requirements of the IIPP and for asking questions when direction is unclear.

The department IIPP supplements provide department-specific information and additional direction. A copy of our IIPP is available from each manager and supervisor.

Compliance

All employees, including managers and supervisors, are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment.

The system to ensure all employees comply with these practices includes the following:

- Informing employees of the requirements within our IIPP in a readily understandable language
- Training all employees on general safety policies, rules, and work practices

- Recognizing employees who perform safe and healthful work practices
- Providing additional training to employees whose safety performance is deficient
- Disciplining employees for failure to comply with safe and healthful work practices

The department IIPP supplements outline department-specific compliance requirements.

Communication

All managers and supervisors are responsible for communicating with all employees about occupational safety and health in a form readily understandable by all employees. Our communication system encourages all employees to inform their managers and supervisors about workplace hazards without fear of reprisal. Employees can report workplace hazards anonymously by completing a Hazard Report Form and placing the form in the report drop box located in each the employee's primary work area.

Our communication system includes:

- New employee orientation including a discussion of safety and health policies and procedures
- Review of our IIPP
- Safety training programs
- Regularly scheduled safety meetings
- Posted or distributed safety information

Additional details are outlined in the department IIPP supplements.

Hazard Assessment

Periodic inspections will be conducted to evaluate physical hazards, use of hazardous materials, and safe work practices. The periodic inspection schedule and the responsibility for conducting the inspections are included in the department IIPP supplements.

In addition to the department periodic inspection schedule, inspections will be conducted as required in the following situations:

- When we initially established our IIPP;
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into our workplace;
- When new, previously unidentified hazards are recognized;
- When occupational injuries and illnesses occur; and
- Whenever workplace conditions warrant an inspection

Hazard Correction

When unsafe or unhealthy work conditions, practices, or procedures are observed or discovered, they will be corrected in a timely manner based on the severity of the hazards. When an imminent hazard exists that cannot be immediately corrected, the exposed employees will be removed from the immediate hazard except those needed to correct the condition and to address security issues. Employees who are required to correct the hazardous condition will be provided with the necessary protection.

Accident/Incident Investigations

Procedures for investigating workplace accidents and hazardous substance exposures include:

- Interviewing injured employees and witnesses;
- Examining the workplace for factors associated with the accident/exposure;
- Determining the cause of the accident/exposure;
- Taking corrective action to prevent the accident/exposure from reoccurring; and
- Recording the findings and actions taken.

Department-specific investigation and reporting procedures are located in the department IIPP supplements.

Training and Instruction

All employees will participate in safety training on general and job-specific hazards and safe work practices. Each supervisor and manager will be trained on all health and safety hazards to which employees under their immediate direction and control are exposed.

In addition to hazard-specific safety training, training will be provided when:

- The IIPP is first established
- New employees are hired
- Employees are reassigned to a new area or task with no prior training
- New substances, operations, or equipment are introduced

Department-specific training procedures are located in the department IIPP supplements.

Record Keeping

All the following IIPP documentation is maintained for three years:

- Safety training for each employee, including the employee's name, training dates, type of training, and training providers
- Inspections, including the person(s) conducting the inspection; the unsafe conditions and work practices identified; corrective action, and follow up

- Accidents, illnesses, and near-miss inspections that identify the root cause and corrective action taken
- Annual program reviews



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

MEETING DATE: MAY 6, 2013

AGENDA SECTION: CITY ATTORNEY

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM SCHROETER, CITY ATTORNEY

DATE: MAY 2, 2013

SUBJECT: LEGAL SERVICES HOURLY RATE

BACKGROUND

My hourly rate for legal services has been \$120.00 per hour since June, 2003. In June, 2006, you authorized my enrollment into the PERS Retirement System which was in lieu of an increase. I continue to charge \$120.00 per hour today.

Since that time, my office expenses have increased by approximately 20%. In order to keep pace as much as possible with the increase cost, I would request a \$10.00 per hour rate increase from \$120.00 per hour to \$130.00 per hour effective July 1, 2013. This is an 8% increase or approximately 1.2% per year. I am requesting \$10.00 per hour increases in my rates with my other two cities.

Thank you for your consideration of this request.

RECOMMENDATION

Approve the City Attorney rate increase from \$120.00 per hour to \$130.00 per hour commencing July 1, 2013



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: May 6, 2013

AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: MAY 2, 2013

SUBJECT: LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the Landscaping and Lighting District No. 1. This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$253,662.41. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

It is recommended that the City Council adopt three resolutions: (1) Initiating procedures for levy and collection of assessments for the Fiscal Year 2013/2014; (2) Preliminary approval of the Engineer's Report, and (3) Declaring the City's intention to levy and collect assessments, which sets the time and place of the public hearing for Monday, June 3, 2013 at 6:00 P.M.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1, FISCAL YEAR 2013/2014, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, The City Council by previous Resolutions formed and levied annual assessments for the Landscaping and Lighting District No. 1 (hereafter referred to as the "District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act"); and,

WHEREAS, the Act provides the City Council the authority to annually levy and collect assessment for the District on the Kern County tax roll on behalf of the City of Tehachapi to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the Annual Levy of the District, to prepare and file an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") with the City Clerk in accordance with the Act.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby orders Willdan Financial Services to prepare and file with the City Clerk the Engineer's Report concerning the levy of assessments for the District for the fiscal year commencing July 1, 2013, and ending June 30, 2014, in accordance with Chapter 3, Section 22622 of the Act.

Section 3: The proposed improvements within the District include: landscaping and park improvements, including but not limited to maintenance, ground cover, shrubs, trees, plants, drainage systems, irrigation systems, ornamental lighting systems, masonry walls or other fencing and associated appurtenances with said improvements. Lighting improvements may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenances with said improvements. The Engineer's Report describes the improvements and any substantial changes in existing improvements.

Section 4: Assessments: The City Council hereby determines that to provide the improvements generally described in Section 3 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2013/2014 and said assessments shall be outlined and described in the Engineer's Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of May, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Phil 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 May 6, 2013.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA FOR PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING DISTRICT NO. 1, FISCAL YEAR 2013/2014

WHEREAS, this City Council pursuant to provisions of the Landscaping and Lighting Act of 1972 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (hereafter referred to as the "Act") did by previous Resolution, order the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") for the District known and designated as the Landscaping and Lighting District No. 1 (hereafter referred to as the "District") for fiscal year 2013/2014; and,

WHEREAS, The City Council pursuant to provisions of the Act proposes to levy and collect assessments against lots and parcels of land within the various Tracts of the District for the fiscal year 2013/2014, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, there has now been presented to this City Council the Engineer's Report as required by Chapter 3, Section 22623 of said Act; and,

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented. This City Council is preliminarily satisfied with the budget items and documents as set forth therein and is satisfied that the levy amounts have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: That the above recitals are true and correct.

Section 2: That the "Engineer's Report" as presented, consists of the following:

- a) A Description of Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance).
- c) A diagram of the District that identifies the parcels within the District.
- d) The District Roll containing the proposed levy of assessments for each Assessor Parcel within the District for fiscal year 2012/2013.

Section 3: The "Engineer's Report" as presented or as amended is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of May, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Phil 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 May 6, 2013.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014

WHEREAS, The City Council has by previous Resolution initiated proceedings for fiscal year 2013/2014 regarding the levy and collection of assessments for the Landscaping and Lighting District No. 1 (hereafter referred to as the "District"). Pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with section 22500) (hereafter referred to as the "Act"), assessments for the District shall be levied and collected by the County of Kern for the City of Tehachapi to pay the maintenance and services of the improvements and facilities related thereto; and,

WHEREAS, the proposed District assessments for fiscal year 2013/2014 are less than or equal to the maximum assessments previously approved in accordance with the requirements of the California Constitution, Article XIID; and,

WHEREAS, there has now been presented to this City Council an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report"), and said Engineer's Report has been filed with the City Clerk in accordance with the Act; and,

WHEREAS, the City Council has examined and reviewed the Engineer's Report as presented and is satisfied with the District, the budget items and documents as set forth therein and is satisfied that the proposed assessments contained therein, have been spread in accordance with the benefits received from the improvements,

operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO CHAPTER 3, SECTION 22624 OF THE ACT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the Act, over and including the lands, lots and parcels within the District boundary. The City Council further declares its intention to levy and collect assessments on such land to pay the annual costs and expenses of the improvements and services described in Section 4 of this Resolution, for fiscal year 2013/2014.

Section 3: The boundaries of the District are described in the Engineer's Report and are consistent with the boundary established and described in the original formation documents, on file with the City Clerk, and incorporated herein by reference. The District is within the boundaries of the City of Tehachapi, within the County of Kern, State of California and includes the territory known as the Landscaping and Lighting District No.1.

Section 4: The improvements within the District include: ground cover, shrubs, trees, drainage systems, irrigation systems, masonry walls or other fencing, monuments, lighting, and associated appurtenances to improvements within the District. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities;

providing for the satisfactory working condition, life, growth, health and beauty of the improvements, including cultivation, irrigation, trimming, spraying, fertilization and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of water and electricity for the irrigation and control of the landscaping or appurtenant facilities.

Section 5: Assessments: The City Council hereby determines that to provide the improvements generally described in Section 4 of this resolution and to be detailed in the Engineer's Report, it is necessary to levy and collect assessments against lots and parcels within the District for fiscal year 2013/2014 and said assessments shall be outlined and described in the Engineer's Report and imposed pursuant to the provisions of the Act and the California Constitution Article XIID.

Section 6: The proposed assessments for fiscal year 2013/2014, as outlined in the Engineer's Report, do not exceed the maximum assessment approved by the property owners through a property owner balloting proceeding conducted in 2004. As such, the proposed assessments do not constitute an increased assessment and do not require additional property owner approval in accordance with the requirements of the California Constitution, Article XIID.

Section 7: The City Council hereby declares its intention to conduct a Public Hearing concerning the District and the levy of assessments in accordance with Chapter 3, Section 22626 of the Act.

Section 8: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 3, 2013, at 6:00 p.m., or as soon thereafter as feasible in the City Council Chambers, located at 115 So. Robinson Street, Tehachapi.

Section 9: The City Council hereby authorizes and directs the City Clerk to give notice of the time and place of the Public Hearing to the property owners within the District pursuant to Sections 22626, 22552 and 22553 of the Act and 6061 of the Government Code. The City Clerk shall give notice to the property owners by: causing notice of the public hearing to be published in the local newspaper one time at least 10 days prior to the Public Hearing; and, posting a copy of this resolution on the official bulletin board (s) customarily used for posting such notices.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of May, 2013.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Phil 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 May 6, 2013.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California



TEHACHAPI

CALIFORNIA

Live Up.

City of Tehachapi

Tehachapi Landscaping and Lighting District No. 1

2013/2014 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 6, 2013

Public Hearing: June 3, 2013

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

TEHACHAPI LANDSCAPING & LIGHTING DISTRICT NO. 1

This Report describes the District and the relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2013/2014 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2013.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____
Josephine Perez-Moses, Senior Project Manager
District Administration Services

By: _____
Richard Kopecky
R.C.E. # 16742

TABLE OF CONTENTS

I.	OVERVIEW.....	1
A.	Introduction.....	1
B.	Historical Background	1
C.	General Description of the District.....	2
D.	Improvements Authorized by the 1972 Act	3
E.	District Boundaries	4
F.	Description of District Improvements and Services	5
II.	METHOD OF APPORTIONMENT	9
A.	Methodology	9
B.	Benefit Analysis.....	10
C.	Assessment Methodology	12
D.	Assessment Range Formula	15
III.	DISTRICT BUDGET	18
	APPENDIX A — DISTRICT ASSESSMENT DIAGRAM	20
	APPENDIX B — ASSESSMENT ROLL.....	19

I. OVERVIEW

A. Introduction

The City of Tehachapi (“City”) annually levies and collects special assessments in order to provide annual maintenance for parks, landscaping and lighting improvements within the Landscaping and Lighting District No. 1 (“District”), pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code* (“Act”) and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* (“Constitution”). The District was formed in 2004, and provides funding for services required to maintain landscaping and lighting improvements and associated appurtenances located within the District boundaries.

This Engineer’s Annual Levy Report (“Report”) describes the District, any changes to the District and the proposed assessments for Fiscal Year 2013/2014. The proposed assessments are based on the estimated cost to maintain the improvements that provide a special benefit to properties within the District. The District budget identifies the estimated expenditures, deficits, surpluses, revenues and fund balances used to calculate the annual assessment for properties within the District. Each parcel within the District is assessed proportionately for those improvements provided by the District from which the parcel receives special benefit.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Kern County Assessor’s Office. The Kern County Auditor/Controller uses APN’s and specific Fund Numbers to identify, on the tax roll, properties assessed for special district benefit assessments.

Following consideration of public comments and written protests at a public hearing, the City Council (“Council”) will review the Engineer’s Annual Levy Report and may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, and confirmation of the assessments, the Council may order the levy and collection of assessments for Fiscal Year 2013/2014 pursuant to the Act and as outlined in the approved Report. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in Fiscal Year 2013/2014.

B. Historical Background

The District was originally formed in Fiscal Year 2003/2004 after the City initiated and conducted property owner protest ballot proceedings for the District in compliance with the substantive and procedural requirements of the Constitution.

At the conclusion of the Public Hearing on December 15, 2003, the property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners approved the maximum assessment rate and the assessment range formula. The District originally consisted of the lots, parcels and tracts of land located in the subdivision area known as Heritage Oaks, which contains the single-family residential tract, Tract 6062 "Original District".

In subsequent years, the City initiated and conducted property owner protest ballot proceedings for the annexation of additional subdivisions to the District in compliance with the substantive and procedural requirements of the Constitution. In 2004, Tracts 6212, 6215, 6216 and 6248, respectively were annexed as Zones 1 through 4. In 2006, Tracts 5812 and 4927, respectively, were annexed to the District as Zones 5 and 6. Tract Numbers 6360, 6507, 6723-A and 6497 were annexed in 2007, as Zones 7, 8, 9, and 11, respectively and Parcel Map 11353 was annexed in 2008, as Zone 14C.

At the conclusion of each of the annexation public hearings, the property owner ballots returned were tabulated. The tabulation of the ballots indicated that the property owners of each of the eleven subdivisions approved the special benefit maximum assessment rate ("Maximum Assessment") for maintaining the improvements within the zones of the District. Although the actual assessment amount approved by each property owner varied with their proportionate benefits, the Maximum Assessments approved by the property owners established an initial maximum assessment rate for each zone and included the Assessment Range Formula, as further described in this Report, currently applied to each zone in the District. The Maximum Assessments are subject to the application of an assessment range formula that includes an annual inflationary adjustment of three percent (3%) for the Original District and an annual inflationary adjustment based upon the Consumer Price Index, for all Urban Consumers, for the Los Angeles-Orange-Riverside County Area as determined by the United States Bureau of Labor Statistics, or its successor ("CPI") for Zones 1 – 9, 11 and 14C.

C. General Description of the District

The District consists of the lots, parcels and subdivisions of land located within the single-family residential subdivisions known as Tract 6062, 6212, 6215, 6216, 6248, 5812, 4927, 6360, 6507, 6723-A and 6497, and commercial property known as Parcel Map 11353 (individually referred to as "Tract" and collectively as "Tracts"). Each Tract represents a zone of benefit within the District. The properties within the District include single-family residential parcels, non-residential parcels, a proposed church site, landscape easements and an open space area to be used as a proposed drainage sump.

The purpose of the District is to ensure the ongoing maintenance, operation and servicing of a proposed drainage sump, local perimeter landscaping and street

lighting improvements installed in connection with development of properties within the District. Park improvements located adjacent to the District are also included within the list of proposed improvements. This District will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded.

The District structure, proposed improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including the estimated direct expenditures, incidental expenses and reserves associated with the maintenance and servicing of the improvements.

D. Improvements Authorized by the 1972 Act

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.

- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

E. District Boundaries

The District consists of non-contiguous areas located within the boundaries of the City of Tehachapi, including Tracts 6062, 6212, 6215, 6216, 6248, 5812, 4927, 6360, 6507, 6723-A and 6497 as well as Parcel Map 11353 and their respective boundaries.

Original District – Tract 6062 is generally situated south of Pinon Street, north of Sutter Street and east of Ponderosa Drive.

Zone 1 – Tract 6212 is generally situated south and contiguous to the Valley Boulevard extension, north of Pinon Road, east of Curry Street and west of Dennison Road.

Zone 2 – Tract 6215 is generally situated north of Highline Road and south of Pinon Street and east of Ponderosa Drive.

Zone 3 – Tract 6216 is generally situated on the west side of Curry Street between Highline Road and Pinon Street.

Zone 4 – Tract 6248 is generally situated on the northeast corner of South Robinson Street and Holly Drive.

Zone 5 – Tract 5812 is generally situated on the southeast corner of Georgia Street and south of Dennison Road.

Zone 6 – Tract 4927 is generally situated on Mulberry Street, south of Valley Boulevard.

Zone 7 – Tract 6360 is generally situated north of “D” Street, and east of Mill Street.

Zone 8 – Tract 6507 is generally situated North of Pinon Street and West of Applewood Drive.

Zone 9 – Tract 6723-A is generally situated south of Cummings Valley Boulevard, north of Pinon Street.

Zone 11 – Tract 6497 is generally situated north of Highline Road, west of Dennison Road.

Zone 14C – Parcel Map 11353 is generally situated on Tehachapi Boulevard east of Dennison Road.

F. Description of District Improvements and Services

The District provides the ongoing maintenance, operation and servicing of proposed drainage sumps, local perimeter landscaping and street lighting improvements installed in connection with development of properties within the District boundaries. These improvements may include, but are not limited to, materials, equipment, utilities, labor and appurtenant facilities related to those improvements. These improvements include the necessary service, operation, administration, and maintenance required to keep the improvements in satisfactory condition. The improvements generally include the following:

Landscape and Public Street Lighting Improvements:

The landscaping improvements may include, but are not limited to, the landscaping material and facilities within the District. These improvements include ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing, entryway monuments and associated appurtenant facilities located within the individual zones. The street lighting improvements may include, but are not limited to, electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities located within the individual zones.

Original District

- Landscape maintenance for entry medians located at Wyman Road and Brandon Lane.
- Perimeter landscape maintenance along Ponderosa Drive, Pinon Street and Sutter Street, immediately adjacent to the District, totaling approximately 61,740 square feet.
- The street lighting (twenty-seven 9,500 lumen lights) on the residential streets within the Original District.

- Public street lighting and other public lighting facilities (five, 16,000 lumen lights) on the streets surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Original District.

Zone 1

- Perimeter landscape maintenance totaling approximately 10,000 square feet along Valley Boulevard and landscaping located adjacent to the proposed drainage sump including periodic weed removal.
- Proposed drainage sump totaling approximately 19,350 square feet.
- The street lighting (seventeen, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (five, 16,000 lumen lights) on Valley Boulevard surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 2

- Perimeter landscape maintenance totaling approximately 48,696 square feet along Highline Road, Sutter Street and Manzanita Lane.
- The street lighting (nineteen, 9,500 lumen lights) on residential streets within the Zone.

Zone 3

- Landscaping totaling approximately 11,572 adjacent to the rear of lots 1, 2 and 3. Also landscaping located adjacent to the proposed drainage sump on Pinon Street and drainage swale on the western side of the development including periodic weed removal.
- Perimeter landscaping totaling approximately 52,000 square feet along Highline Road, Curry Street, Pinon Street and adjacent to the rear of lots 1, 2, and 3.
- Entrance landscaping at Stetson Shadow Drive and East Orchard Parkway totaling approximately 23,000 square feet.
- Landscaping on Alder and South Alder Avenues totaling approximately 24,000 square feet.
- Landscaping of proposed drainage sump totaling approximately 3,000 square feet.
- The street lighting (sixty-seven, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (nine, 16,000 lumen lights) on Curry Street and Pinon street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 4

- Perimeter landscape maintenance along “D” and South Robinson Streets and a drainage basin on the southeastern corner of “D” Street and South Robinson Street including periodic weed removal, totaling approximately 14,000 square feet.
- Proposed drainage sump totaling approximately 7,400 square feet.
- The street lighting (three, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (three, 16,000 lumen lights) on South Robinson Street adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 5

- Perimeter landscaping along Georgia Street, S. Dennison Road, and Pinon Street totaling approximately 64,000 square feet.
- Proposed drainage retention basin totaling approximately 55,000 square feet.
- The street lighting (seventy-two, 9,500 lumen lights) on residential streets within the Zone.
- Public street lighting and other public lighting facilities (twenty-three, 16,000 lumen lights) on Georgia Street, S. Dennison Road, and Pinon Street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 6

- The street lighting on residential streets within the Zone.
- Public street lighting and other public lighting facilities (six, 9,500 lumen lights) on Mulberry Street surrounding or adjacent to the development and other public areas associated or necessary for development of properties within the Zone.

Zone 7

- Streetscape located adjacent to the north side of “D” Street, as well as adjacent to the east side of Mill Street, totaling 1,705 square feet.
- Street lighting on residential streets located on the east side of Mill Street (two, 9,500 lumen lights on decorative poles) and on the north side of “D” Street (two, 9,500 lumen lights on decorative poles) within the Zone.

Zone 8

- Streetscape located and improvements located adjacent to the west side of Applewood Drive and to the north side of Pinon Street totaling approximately 16,665 square feet.

- The street lighting (seven, 16,000 lumens (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) on residential streets within the Zone.

Zone 9

- Landscape Maintenance for park site generally beginning at the north property line of Lot No.1, southerly, adjacent to the west tract boundary, to the south property line of Lot No. 74, approximately 11,121 square feet.
- Landscape Maintenance for park site beginning at the north property line of Lot No.1, northerly, adjacent to the west tract boundary, to Cummings Valley Boulevard approximately 8,023 square feet.
- The street lighting (Nine, 9,500 lumen lights (100 watt) High Pressure Sodium Vapor Lamps on concrete poles); (Six, 16,000 lumen lights (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) on residential streets within the Zone.

Zone 11

- Streetscape located adjacent to west side of Dennison Road, and adjacent to the north side of the Grand Teton Lane totaling approximately 12,457 square feet.
- Streetscape located adjacent to the southwest corner of Conagree Drive and Bryce Court (Lot No. 59 and 60), located adjacent to the north side of Bryce Court (Lot No. 50), located adjacent to the southwest corner of Conagree Drive and Yellowstone Lane, (Lot No. 48), located adjacent to the east side of Biscayne Drive (Lot No.27), located adjacent to the north side of Sutter Street (Lot No. 26), totaling approximately 5,048.5 square feet.
- Streetscape located between Conagree Drive and Dennison Road (Parcel A) approximately 3,080 square feet.
- Median Landscaping located at Grand Teton Lane 1,785 square feet.
- Landscaping multi-purpose path through center of project site connecting with Morris Park (between Lot Nos. 13 and 14; 43 and 44; 33 and 54; 32 and 55 totaling 8,522 square feet.
- The street lighting (Nine, 9,500 lumen lights (100 watt) High Pressure Sodium Vapor on concrete poles), adjacent to Biscayne Drive, Yellowstone Lane, & Katmai Court. As well as the street lighting (Four, 16,000 lumen lights (150 watt) High Pressure Sodium Vapor Lamps on concrete poles) adjacent to Dennison Road.

Zone 14C

- Streetscape located adjacent to Tehachapi Boulevard totaling approximately 2,600 square feet.
- The street lighting (Seven - 5,800 lumen High Pressure Sodium Vapor on concrete poles) located throughout the development.

Park Improvements:

The park improvements may include, but are not limited to, the maintenance of the park landscaping including, but not limited to, ground cover, shrubs, trees, plants, irrigation and drainage systems, ornamental lighting structures, masonry walls or other fencing and associated appurtenant facilities located with the:

Zones 1, 2 4, 7, 8, 9, and 11

- Neighborhood Park adjacent to the District boundaries totaling approximately 4.1 acres or 178,596 square feet.

Zone 3

- Paseo Park totaling approximately 2.7 acres or 121,000 square feet.
- Proposed linear and pocket parks totaling approximately 82,000 square feet.

The parcels within the District are assessed proportionately for the costs associated with the improvements and services provided through the District that provides a special benefit to each parcel assessed, utilizing the method of apportionment described in Section II of this Report.

II. METHOD OF APPORTIONMENT

A. Methodology

The Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

Furthermore, Article XIID Section 4 of the Constitution states that:

“The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of the public improvement, the maintenance and operation expenses of the public improvement, or the cost of the property related service being provided.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the District to fairly apportion the costs based on estimated special benefit to each parcel.

B. Benefit Analysis

Each of the improvements, the associated costs and assessments of the District have been reviewed, identified and allocated based on special benefit pursuant to the provisions of the Act and the Constitution. The improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans. As such, these improvements would be necessary and required of individual property owners for the development of such properties, and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of special benefit to the properties in the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives special benefit from the improvements within the Zone where the parcel is located as well as from adjacent landscaping, park and public street lighting improvements. The desirability and security of properties is enhanced by the presence of street lighting, well maintained landscaping and open space areas in close proximity to those properties.

The special benefits of landscaping, park improvements and open space improvements within the District are specifically:

1. Enhanced desirability of properties through association with the improvements;
2. Improved aesthetic appeal of properties providing a positive representation of the area;
3. Enhanced adaptation of the urban environment within the natural environment from adequate green space, open space areas and landscaping;
4. Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention;
5. Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
6. Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti; and,

7. Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

1. Enhanced deterrence of crime and the aid to police protection;
2. Increased nighttime safety on roads and streets;
3. Improved ability of pedestrians and motorists to see;
4. Improved ingress and egress to property;
5. Reduced vandalism and other criminal act and damage to improvements or property;
6. Improved traffic circulation and reduced nighttime accidents and personal property loss; and,
7. Increased promotion of business during nighttime hours in the case of commercial properties.

The preceding special benefits contribute to a special enhancement and desirability of each of the assessed parcels within the District. Although the improvements may include landscaping and lighting improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of properties within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

Park Improvement Benefit

For the 4.1-acre neighborhood park improvements, the special benefit to the District is determined based on the potential use each Zone within the District will receive from park improvements. The neighborhood park is proposed to be a public park with special benefit to Zones 1, 2, 4, 7, 8, 9, and 11 based on the ratio of the parcels within those Zones to the proposed parcels located in the adjacent Zones as follows:

- Zone 1, 19%
- Zone 2, 8%
- Zone 4, 5%
- Zone 7, 1%
- Zone 8, 1%
- Zone 9, 1%
- Zone 11, 1%

Each Tract's percentages represent the portion of the park maintenance that is considered special benefit and will be assessed to the parcels within the respective tracts.

Due to the size and location of the 2.7-acre Paseo Park improvement located in Zone 3, it is estimated that there will be some use of the park by neighboring property owners not in the District. Therefore, the special benefit to the parcels in Zone 3 for the Paseo Park improvements is limited to 75% with the remaining 25% as general benefit.

For Zones 5 and 6, the special benefit from park improvements is determined based on the potential use the property owners within the Tracts will receive from the park improvements. Based on a Park and Recreation Study prepared in 2005, the City of Tehachapi and the local community have a standard of approximately 3 acres per 1,000 residents. Using this projection, the total number of acres and future population, 1% and 9% of the maintenance costs of new and future park improvements will be considered special benefit to Zones 5 and 6, respectively.

C. Assessment Methodology

The method of apportionment for each Zone within the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development, and is reliant upon the special benefit received from the improvements planned for each Zone within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within each Zone of the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel within each Zone. Additionally, in compliance with the Constitution, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within each Zone of the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Benefit Units

To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit (EBU) method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of property, as compared to a single-family home site.

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential – This land use is defined as fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential – This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

Developed Commercial – This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-Family property due to typically larger lot size in relation to residential properties. With typical Single-Family Residential lot sizes at .25 acre, Developed Commercial land use type is assessed at 4.0 EBU per gross acre.

Parcels less than .25 acre are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

Non-Profit Parcels – This land use is defined as property developed for non-profit activities, such as Churches or Lodges. This type of property does receive benefit from the District improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.0 gross acre area assigned a minimum of 0.25 EBU.

Vacant Residential – This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Non-Residential – This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less than 1.0 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

Exempt Parcels – This land use identified properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited, to lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space area and right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; park properties and other publicly owned properties that are part of the District improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit	
		Units	Multiplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi-Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Gross Acre
Non-Profit Parcel	NP	.25	Gross Acre
Vacant Residential	RV	.50	Lot/Parcel
Vacant Non-Residential	NRV	1.00	Gross Acre
Exempt Parcel	XMT	0.00	Parcel

The benefit formula applied to parcels within each Zone of the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel’s EBU correlates the parcel’s special benefit received as compared to the other parcels benefiting from the improvements of the Zone.

The following formula is used to calculate each parcel’s EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

For each Zone, the total number of Equivalent Benefit Units (“EBU”s) is the sum of the individual EBUs applied to the parcels that receive a special benefit from the improvements. An assessment amount per EBU (“Rate”) is established by taking the total cost of the improvements (including administration costs) and dividing that amount by the total number of EBUs of the parcels benefiting from the improvements. This Rate is then applied back to each parcel’s individual EBU to determine the parcel’s proportionate benefit and assessment obligation.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Rate per EBU}$$

$$\text{Rate per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

D. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These

conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and annual inflationary adjustment to the Assessments without requiring costly noticing and mailing procedures, which could add to the District costs and Assessments. For the Original District, the approved annual adjustment to the Assessment per EBU is three percent (3%). For Zones 1 – 9 and 11, the approved annual adjustment to the Assessment per EBU is proposed to increase each year based upon the CPI. The Engineer shall compute the percentage difference between the CPI for January of each year and the CPI for the previous January. For Zone 14C, the Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February and shall then adjust the existing Assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living. The CPI increase for January is 1.96% which is based on January 2012 and January 2013 indices. The CPI increase for February is 2.22% which is based on February 2012 and February 2013 Indices.

The Assessment Range Formula shall be applied to the future Assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment Rate for each Zone is equal to the initial Assessment (approved by property owners within each Zone of the District) adjusted annually by the approved inflation index.

Each fiscal year the Maximum Assessment will be recalculated and a new Maximum Assessment established for each Zone in the District.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual Rate per EBU that is less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual applied assessment rate per EBU may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on annual assessment increases. The Maximum Assessment calculated each year does not require or

facilitate an increase to the annual assessment and neither does it restrict assessments to the Maximum Assessment. For each Zone, if the budget and applied assessment rate calculated for any fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment rate may be applied without additional property owner balloting. If the budget and assessment rate calculated require an increase greater than the current Maximum Assessment, then the assessment is considered an increased assessment and would be subject to property owner protest balloting in compliance with the Constitution

III. DISTRICT BUDGET

Levy Components	City of Tehachapi L&L DISTRICT #1					
	Total Budget	Original District	Zone 1	Zone 2	Zone 3	Zone 4
		Tract 6062	Tract 6212	Tract 6215	Tract 6216	Tract 6248
DIRECT COSTS						
Landscape Maintenance Contract	\$ 121,591.28	\$ 14,256.95	\$ 5,950.00	\$ 13,424.15	\$ 48,780.18	\$ -
Landscape Utilities	64,058.64	11,216.57	1,661.37	9,654.19	13,791.70	-
Sprinkler Repair & Replacement	9,938.95	838.64	350.00	1,032.63	4,434.56	-
Tree and Plant Replacement	15,902.32	1,341.83	560.00	1,652.20	7,095.30	-
Miscellaneous Parts, Equipment and Replacements	3,975.58	335.46	140.00	413.05	1,773.82	-
Park Maintenance (Neighborhood Park and Paseo Park)	47,370.89	-	-	4,130.51	26,607.37	-
Drainage Sump Maintenance	17,357.00	1,500.00	2,642.00	2,642.00	5,289.00	-
Street Lights	25,008.94	2,121.80	3,059.64	3,450.50	-	-
Total Direct Costs	\$ 306,203.60	\$ 31,611.25	\$ 14,383.01	\$ 36,399.23	\$ 107,771.93	\$ -
ADMINISTRATION COSTS						
Levy Administration and Professional Services	\$ 6,180.20	\$ 747.80	\$ 679.82	\$ 828.15	\$ 2,317.58	\$ -
County Collection Fee	220.00	26.62	24.20	29.48	82.50	-
City Overhead and Administration	22,256.01	2,305.15	1,047.38	2,654.30	7,858.93	-
Total Administration Costs	\$ 28,666.21	\$ 3,079.57	\$ 1,751.40	\$ 3,511.93	\$ 10,269.01	\$ -
COLLECTIONS/(CREDITS) APPLIED TO LEVY						
TOTAL DIRECT AND ADMIN COSTS	\$ 333,869.81	\$ 34,690.82	\$ 16,114.41	\$ 39,911.16	\$ 118,030.94	\$ -
Reserve Collection/(Transfer)	(72,587.91)	(9,992.20)	-	(11,721.58)	(19,780.19)	-
Capital Improvement Fund Collection/(Transfer)	-	-	-	-	-	-
General Fund Loans Repayment/(Advances)	-	-	-	-	-	-
Other Revenues/General Fund (Contributions)	(7,609.50)	-	-	-	(7,609.50)	-
Total Collections/(Credits)	\$ (80,197.41)	\$ (9,992.20)	\$ -	\$ (11,721.58)	\$ (27,389.69)	\$ -
Balance to Levy (Budgeted)	\$ 253,662.40	\$ 24,698.63	\$ 16,114.41	\$ 28,189.58	\$ 90,641.25	\$ -
Applied to Levy (Rounded)	\$ 253,662.41	\$ 24,698.64	\$ 16,114.41	\$ 28,189.58	\$ 90,641.25	\$ -
DISTRICT STATISTICS						
Total Parcels	1,030	124	110	136	388	1
Total Parcels Levied	1,007	121	110	134	375	1
Total Equivalent Benefit Units	1,337.65	121.25	110.00	134.00	375.00	29.00
Applied Levy per Benefit Unit	\$ 203.700	\$ 146.495	\$ 210.370	\$ 210.370	\$ 241.710	\$ -
Prior Year Levy per Benefit Unit	\$ 197.76	\$ 241.00	\$ 206.32	\$ 206.32	\$ 237.06	\$ -
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$ 197.77	\$ 268.56	\$ 206.33	\$ 206.33	\$ 237.07	\$ 441.76
Maximum Levy per Benefit Unit (Current Fiscal Year)	\$ 203.700	\$ 273.818	\$ 210.371	\$ 210.371	\$ 241.714	\$ 450.414
Inflationary Factor Applied to Maximum Rate	3.00%	1.96%	1.96%	1.96%	1.96%	1.96%
	\$ (0.000)	\$ (0.000)	\$ (127.323)	\$ (0.001)	\$ (0.004)	\$ (450.414)
FUND BALANCE INFORMATION						
Estimated Beginning Reserve Fund Balance	\$ 108,809.00	\$ (5,463.00)	\$ 122,833.00	\$ (62,158.00)	\$ 43,893.00	\$ 35,947.00
Reserve Fund Adjustments	(72,587.91)	(9,992.20)	-	(11,721.58)	(19,780.19)	-
Estimated Ending Reserve Balance	\$ 36,221.09	\$ (15,455.20)	\$ 122,833.00	\$ (73,879.58)	\$ 24,112.81	\$ 35,947.00

City of Tehachapi L&L DISTRICT #1							
Levy Components	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 11	Zone 14C
	Tract 5812	Tract 4927	Tract 6360	Tract 6507	Tract 6723-A	Tract 6497	Parcel Map 11353
DIRECT COSTS							
Landscape Maintenance Contract	\$ 30,493.85	\$ 374.00	\$ 6,386.05	\$ -	\$ -	\$ -	\$ 1,926.10
Landscape Utilities	23,399.54	-	1,245.27	-	-	-	3,090.00
Sprinkler Repair & Replacement	2,772.17	22.00	375.65	-	-	-	113.30
Tree and Plant Replacement	4,435.47	35.20	601.04	-	-	-	181.28
Miscellaneous Parts, Equipment and Replacements	1,108.87	8.80	150.26	-	-	-	45.32
Park Maintenance (Neighborhood Park and Paseo Park)	16,633.01	-	-	-	-	-	-
Drainage Sump Maintenance	2,642.00	2,642.00	-	-	-	-	-
Street Lights	13,802.00	-	1,545.00	-	-	-	1,030.00
Total Direct Costs	\$ 95,286.91	\$ 3,082.00	\$ 10,303.27	\$ -	\$ -	\$ -	\$ 6,386.00
ADMINISTRATION COSTS							
Levy Administration and Professional Services	\$ 1,279.30	\$ 173.05	\$ 67.98	\$ -	\$ -	\$ -	\$ 86.52
County Collection Fee	45.54	6.16	2.42	-	-	-	3.08
City Overhead and Administration	6,948.49	224.75	751.33	-	-	-	465.68
Total Administration Costs	\$ 8,273.33	\$ 403.96	\$ 821.73	\$ -	\$ -	\$ -	\$ 555.28
COLLECTIONS/(CREDITS)/APPLIED TO LEVY							
TOTAL DIRECT AND ADMIN COSTS	\$ 103,560.24	\$ 3,485.96	\$ 11,125.00	\$ -	\$ -	\$ -	\$ 6,941.28
Reserve Collection/(Transfer)	(21,395.73)	111.20	(6,486.52)	-	-	-	(3,322.90)
Capital Improvement Fund Collection/(Transfer)	-	-	-	-	-	-	-
General Fund Loans Repayment/(Advances)	-	-	-	-	-	-	-
Other Revenues/General Fund (Contributions)	-	-	-	-	-	-	-
Total Collections/(Credits)	<u>\$ (21,395.73)</u>	<u>111.20</u>	<u>(6,486.52)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(3,322.90)</u>
Balance to Levy (Budgeted)	\$ 82,164.51	\$ 3,597.16	\$ 4,638.48	\$ -	\$ -	\$ -	\$ 3,618.38
Applied to Levy (Rounded)	\$ 82,164.51	\$ 3,597.16	\$ 4,638.48	\$ -	\$ -	\$ -	\$ 3,618.38
DISTRICT STATISTICS							
Total Parcels	210	28	12	1	4	1	15
Total Parcels Levied	207	28	11	1	4	1	14
Total Equivalent Benefit Units	207.00	28.00	11.00	96.00	74.00	60.00	92.40
Applied Levy per Benefit Unit	\$ 396.930	\$ 128.470	\$ 421.680	\$ -	\$ -	\$ -	\$ 39.160
Prior Year Levy per Benefit Unit	\$ 389.30	\$ 126.00	\$ 413.58	\$ -	\$ -	\$ -	\$ 26.55
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$ 389.3031	\$ 126.01	\$ 413.58	\$ 270.84	\$ 308.72	\$ 455.36	\$ 38.31
Maximum Levy per Benefit Unit (Current Fiscal Year)	\$ 396.931	\$ 128.475	\$ 421.684	\$ 276.147	\$ 314.765	\$ 464.279	\$ 39.160
Inflationary Factor Applied to Maximum Rate	1.96%	1.96%	1.96%	1.96%	1.96%	1.96%	2.22%
	\$ (0.001)	\$ (0.005)	\$ (0.004)	\$ (276.147)	\$ (314.765)	\$ (464.279)	\$ (0.000)
FUND BALANCE INFORMATION							
Estimated Beginning Reserve Fund Balance	\$ (1,219.00)	\$ (344.00)	\$ (27,481.00)	\$ (11,274.00)	\$ 24,594.00	\$ (11,523.00)	\$ 1,004.00
Reserve Fund Adjustments	(21,395.73)	111.20	(6,486.52)	-	-	-	(3,322.90)
Estimated Ending Reserve Balance	\$ (22,614.73)	\$ (232.80)	\$ (33,967.52)	\$ (11,274.00)	\$ 24,594.00	\$ (11,523.00)	\$ (2,318.90)

Appendix A — DISTRICT ASSESSMENT DIAGRAM

Boundary Diagrams are on file with the City and by reference are made part of this Report. The details of the lots or parcels within the District shall be defined by the Kern County Assessor's Maps established by the County for Fiscal Year 2013/2014. These maps, in connection with the Assessment Roll in Appendix B, constitute the District Assessment Diagram for Fiscal Year 2013/2014.

APPENDIX B -ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

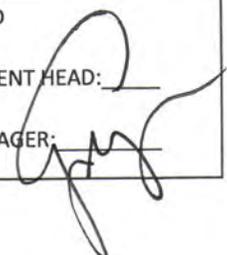
Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

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

COUNCIL REPORTS

MEETING DATE: May 6, 2013

AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: MAY 2, 2013

SUBJECT: DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1

BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the City of Tehachapi Drainage Benefit Assessment District No. 1. This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$10,316.83. Annual District costs are funded through the assessments placed on the property tax bills.

OPTIONS

There are no alternate options for this item.

RECOMMENDATION

It is recommended that the City Council adopt three resolutions: (1) Initiating procedures for levy and collection of assessments for the Fiscal Year 2013/2014; (2) Preliminary approval of the Engineer's Report, and (3) Declaring the City's intention to levy and collect assessments, which sets the time and place of the public hearing for Monday, June 3, 2013 at 6:00 P.M.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA, INITIATING PROCEEDINGS FOR
THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS
FOR CITY OF TEHACHAPI DRAINAGE BENEFIT
ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014.**

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") formed an assessment district to be designated as City of Tehachapi Drainage Benefit Assessment District No. 1 (hereafter referred to as the "District"), for the purpose of funding the ongoing operation, maintenance and servicing of drainage improvements installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto. The 1982 Act provides for the formation of such an assessment district pursuant to *Article 3 Section 54710*, and provides for the levy and collection of assessments by the County on behalf of the City pursuant to *Article 4 Section 54718*; and,

WHEREAS, the City Council has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the administration of the District, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with the 1982 Act; and in accordance with the requirements of the *California Constitution, Articles XIII C and XIII D*;

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

SECTION 1. The City Council hereby orders the Engineer to prepare and file an Engineer's Annual Levy Report concerning the levy of assessments for properties within the District.

SECTION 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

SECTION 3. The territory within Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of May, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Phil 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 May 6, 2013.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA, ACCEPTING AND
PRELIMINARILY APPROVING THE ENGINEER'S
ANNUAL LEVY REPORT REGARDING THE CITY OF
TEHACHAPI DRAINAGE BENEFIT ASSESSMENT
DISTRICT NO. 1**

WHEREAS, the City Council has, by previous Resolution, ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the assessment district to be designated as the "City of Tehachapi Drainage Benefit Assessment District No. 1 "; (hereafter referred to as the "District"), and the levy and collection of assessments related thereto, pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act"); and,

WHEREAS, there has now been presented to this City Council the Report and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the District and the budget items and documents as set forth therein, and is satisfied that the proposed assessments have been spread in accordance with the special benefits received from the improvements, operation, administration, maintenance and services to be performed within the District, as set forth in said Report.

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

SECTION 1. The preceding recitals are true and correct.

SECTION 2. That the Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Boundary Diagram of the District.
- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The proposed Budget (Costs and Expenses) and the duration and collection of assessments.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District for fiscal year 2013/2014.

SECTION 3. The Report is hereby approved on a preliminary basis, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 4. The Maximum Assessment described in the Report is hereby approved on a preliminary basis.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation of the Report.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of May, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Phil 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 May 6, 2013.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS WITHIN CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1 IN FISCAL YEAR 2013/2014, AND TO APPOINT A TIME AND PLACE FOR THE PUBLIC HEARING ON THESE MATTERS.

WHEREAS, the City Council pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of the California Government Code, beginning with Section 54703* (hereafter referred to as the "1982 Act") did by previous Resolution approve the levy and collection of annual assessments to pay for the the ongoing operation, maintenance and servicing of drainage improvemnets installed in conjunction with the development of properties within the District; and to levy and collect annual assessments related thereto for the assessment district designated as "City of Tehachapi Drainage Benefit Assessment District No. 1 " (hereafter referred to as the "District"); and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk a Report in connection with the proposed District, and the levy of assessments for Fiscal Year 2013/2014 (July 1, 2013 and ending June 30, 2014), and the City Council did by previous Resolution preliminarily approve such Report.

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

SECTION 1. The City Council hereby declares its intention to seek the annual levy of the District pursuant to the 1982 Act, over and including the land within the District boundary, and to levy and collect special benefit assessments on parcels of land within the District to pay for the costs and expenses associated with the operation, maintenance, repair and servicing of the drainage basin and appurtenant facilities related thereto.

SECTION 2. The District improvements include the ongoing operation, administration, maintenance and servicing of the drainage basin systems and appurtenant facilities authorized pursuant to the 1982 Act that were installed as part of property development and associated within the District. Said improvements may include, but are not limited to all materials, equipment, utilities, labor and appurtenant facilities related to those improvements, and dedicated to the City of Tehachapi for such maintenance.

SECTION 3. The proposed territory within City of Tehachapi Drainage Benefit Assessment District No. 1 consists of lots, parcels and subdivisions of land located in the development known as Parcel Map 11353.

SECTION 4. The proposed assessments for the District are outlined in the Engineer's Report. The Report details the proposed assessments necessary to provide for the annual operation, administration, services and maintenance of the improvements described in Section 2 of this Resolution.

SECTION 5. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on Monday, June 3, 2013 at 6:00 p.m. or as soon thereafter as feasible in the regular meeting chambers of the City Council located at 115 El South Robinson Street, Tehachapi, California, in accordance with *Government Code, Section*

53753 and California Constitution, Article XIID, Section 4(e). The City shall give notice of the time and place of the Public Hearing by posting a copy of this resolution on the official bulletin board customarily used by the Council for the posting of notices and by publishing this resolution in a local newspaper pursuant to Government Code Section 6066 as outlined in the 1982 Act. At the Public Hearing, interested persons shall be permitted to present written and/or oral testimony.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of May, 2013.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Phil 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 May 6, 2013.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California



TEHACHAPI

CALIFORNIA

Live Up.

City of Tehachapi

Tehachapi Drainage Benefit Assessment District No. 1

2013/2014 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 6, 2013

Public Hearing: June 3, 2013

27368 Via Industria
Suite 110
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com/financial



Affidavit for the Engineer's Report
CITY OF TEHACHAPI
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1,
(PARCEL MAP 11353)

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for fiscal year 2013/2014, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2013.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Tehachapi

By: _____
Josephine Perez-Moses, Senior Project Manager
District Administration Services

By: _____
Richard Kopecky
R. C. E. # 16742

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	DESCRIPTION OF THE DISTRICT	2
	A. General Description of the District	2
	B. Improvements and Services within the District	2
III.	METHOD OF APPORTIONMENT	3
	A. Methodology	3
	B. Benefit Analysis	3
	C. Assessment Methodology	4
	D. Assessment Range Formula.....	7
IV.	DISTRICT BUDGET	9
	APPENDIX A - DISTRICT DIAGRAM.....	10
	APPENDIX B - ASSESSMENT ROLL.....	12

I. INTRODUCTION

The special assessment district described in this report contains parcels of land within a non-residential development (Parcel Map 11353) (hereinafter referred to as the "Development"). The City of Tehachapi ("City") has established the City of Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 11353), (hereinafter referred to as the "District") in order to provide annual maintenance for drainage improvements in the development.

The City annually levies and collects special assessments to continue the maintenance of the improvements within the District. The assessments levied annually on the territory in the District are pursuant to the provisions of the *Benefit Assessment Act of 1982 being Chapter 6.4 of Part 1 of division 2, commencing with Section 54703, of the Government Code of the State of California (hereinafter referred to as the "Act")*, and as provided by Proposition 218, "The Right to Vote on Taxes Act", Article XIII D, Section 4, of the 1982 California Constitution.

This Engineer's Report (hereinafter referred to as the "Report") describes the District and the proposed assessments for fiscal year 2013/2014. The annual budget for the maintenance and operation of the improvements is based on estimated expenses for the upcoming fiscal year. Parcels within the District are assessed proportionately for only those improvements and services that are a direct and special benefit to each property in the District.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessment Parcel Number by the Kern County ("County") Assessor's Office. The Kern County Auditor/Controller uses Assessment Parcel Numbers and specific Fund Numbers to identify on the tax roll properties assessed for special district benefit assessments.

Pursuant to the 1982 Act, the City Council conducted the required public hearings necessary to accept property owner protests, public comments and testimony regarding the formation of the District and the proposed annual levy of assessments. In conjunction with the required 1982 Act formation proceedings (public hearing), the City conducted property owner protest ballot proceedings for the annual assessments and assessment range formula described in the Original Report in compliance with the substantive and procedural requirements of the California Constitution Article XIID. The proposed formations and annual assessments for each District were approved and established at the public hearing for the District, and pursuant to the 1982 Act.

The City Council may annually determine the cost of the services that are financed by the assessments and by ordinance or resolution order the levy of the annual assessments. However in accordance with the provisions of the California Constitution Article XIID, no annual assessment shall exceed the maximum assessment amount

established in the Original Report without additional approval of the affected property owners. The assessment information approved would be submitted to the County Auditor/Controller and included on the property tax roll for each benefiting parcel.

II. DESCRIPTION OF THE DISTRICT

A. General Description of the District

The District consists of a subdivision for non-residential purposes known as Parcel Map 11353.

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with development of properties within the District. This District provides the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements are funded.

The District structure, improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements.

The District is located within the boundaries of the City of Tehachapi, generally situated north of the Southern Pacific Railroad, and easterly of Dennison Road.

B. Improvements and Services within the District

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with the development of parcels within the District. These improvements may include, but are not limited to, all materials, equipment, utilities, labor and appurtenant facilities related to those improvements. The improvements installed as part of the development will be maintained and partially or entirely funded through the District assessments.

For Parcel Map 11353, the drainage improvements and services as permitted pursuant to the 1982 Act are as follows:

- Basin Maintenance (Parcel 8 or Parcel Map 11353)
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.
- Maintenance and operations of drainage facilities.

The estimated annual cost to provide and maintain the improvements within the District shall be allocated to each property in proportion to the special benefits received. The Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices and has been established pursuant to the 1982 Act and the provisions of Proposition 218.

III. METHOD OF APPORTIONMENT

A. Methodology

The 1982 Act permits the establishment of a maintenance assessment district by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public drainage improvements and appurtenant facilities. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments reflects the composition of the parcels and the improvements and services provided within the District to fairly apportion the costs based on estimated benefit to each parcel.

B. Benefit Analysis

Each of the improvements, the associated costs and assessments within the District have been reviewed, identified and allocated based on special benefit pursuant to the provisions of the California Constitution and 1982 Act. All improvements associated with this District have been identified as necessary, required and/or desired for the orderly development of the property within the District to its full potential, consistent with the development plans. As such, these improvements would be necessary and required of any property owner for the development of such property, and the ongoing operation, servicing, and maintenance of these improvements would be the financial obligation of those properties. Therefore, the improvements and the annual costs of maintenance and operation of the improvements are of direct and special benefit to the property.

The method of apportionment (method of assessment) is based on the premise that the assessed parcel within the District receives benefit from the improvements. The desirability and security of properties is enhanced by the presence of drainage facilities to handle storm water runoff.

The special benefits associated with the drainage improvements are specifically:

- Enhanced desirability of the property through association with the improvements;
- Environmental enhancement through improved erosion resistance, dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Enhanced environmental quality of the parcels by eliminating standing water.

For the drainage improvements the special benefits contribute to a specific enhancement and desirability of the assessed parcel within the District. Although the improvements may include drainage improvements and other amenities available or visible to the public at large, the construction and installation of these improvements are only necessary for the development of the property within the District and are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of the improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.

C. Assessment Methodology

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of the parcel based on the parcel's actual land use or proposed planned development, and is reliant upon the special benefit received from the improvements planned within the District.

To identify and determine the special benefit to be received by each parcel, it is necessary to consider the entire scope of the District improvements as well as individual property development within the District. The costs associated with the improvements shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with Article XIII D Section 4 of the California Constitution, the parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the land use of each property as compared to other parcels that benefit from those specific improvements.

Equivalent Benefit Units

To assess benefits equitably, it is necessary to relate the different type of parcel improvements to each other. The Equivalent Benefit Unit (EBU) method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1982 Act, as the benefit to each parcel from the improvements are apportioned as a function of land use type, size and development.

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that all other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-family property due to typically larger lot sizes in relation to residential properties. With typical SFR lot sizes at .25 acres, Developed Commercial land use type is assessed at 4.0 EBU per gross acre. Parcels less than .25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

Non-Profit Parcels — This land use is defined as property developed for non-profit activities such as Churches or Lodges. This type of property does receive benefit from the District improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.00 gross acres are assigned a minimum of 0.25 EBU.

Vacant Residential — This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

Vacant Non-Residential — This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less

than 1 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited to, lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; publicly owned properties that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel’s individual EBU.

Land Use Codes and Equivalent Benefit Units

Property Type	Land Use Code	Equivalent Benefit Units	Multiplier
Single Family Residential	SFR	1.00	Lot/Parcel
Multi Family Residential	MFR	1.00	Unit
Developed Commercial	COM	4.00	Gross Acre
Non-Profit Parcel	NP	0.25	Gross Acre
Vacant Residential	RV	0.50	Lot/Parcel
Vacant Non-Residential	NRV	1.00	Gross Acre
Exempt Parcel	XMT	0.00	Parcel

The benefit formula applied to parcels within the District is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel’s EBU correlates the parcel’s special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel’s EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An

assessment amount per EBU (Rate) for each improvement is established by taking the total cost of the improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the improvement. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

D. Assessment Range Formula

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. Commencing with fiscal year 2013/2014, the amount of the assessment for the District is proposed to increase each year, based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area ("CPI"), as determined by the United States Department of Labor, Bureau of Labor Statistics, or its successor. The Engineer shall compute the percentage difference between the CPI for February of each year and the CPI for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Assessment Range Formula shall be applied to all future assessments within the District. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the District) adjusted annually by the CPI.

The Maximum Assessment is adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not

considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

IV. DISTRICT BUDGET

City of Tehachapi	
2013/2014 Budget Worksheet	
DRAINAGE BENEFIT ASSESSMENT DISTRICT No. 1 (PARCEL MAP 11353)	
Fund Number 20634	
Levy Components	Budget
DIRECT COSTS (Basin Maintenance)	
Basin prep for rainy season	\$290.50
Weekly maintenance during rainy season	944.00
Weekly maintenance during non-rainy season	472.00
Pump station service visits (2/year)	981.00
Misc. equipment fees	395.00
Total Maintenance Costs	\$3,082.50
DIRECT COSTS (Power Costs)	
Power Consumption	\$1,600.00
Pumps	0.00
Total Power Costs	\$1,600.00
DIRECT COSTS (Pump Replacement)	
Pump and Motors (\$30,000 every 15 years)	\$1,000.00
Electrical Equipment (\$10,000 every 30 years)	500.00
Total Replacement Cost per year	\$1,500.00
ADMINISTRATION COSTS	
Levy Administration and Professional Services	\$2,564.20
Printing and Publishing	55.17
Mailing and Postage	55.17
County Collection Fee	15.91
City Overhead and Administration	1,443.88
Total Administration Costs	4,134.33
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$10,316.83
Balance to Levy (Budgeted)	<u>\$10,316.83</u>
DISTRICT STATISTICS	
Total Parcels	15
Total Parcels Levied	14
Total EBU's	92.40
Proposed Levy per Benefit Unit	\$111.65
Applied Levy per Benefit Unit	\$111.65
Maximum Levy per Benefit Unit (Prior Fiscal Year)	\$189.78
Maximum Levy per Benefit Unit (FY 2013/2014)	\$194.00

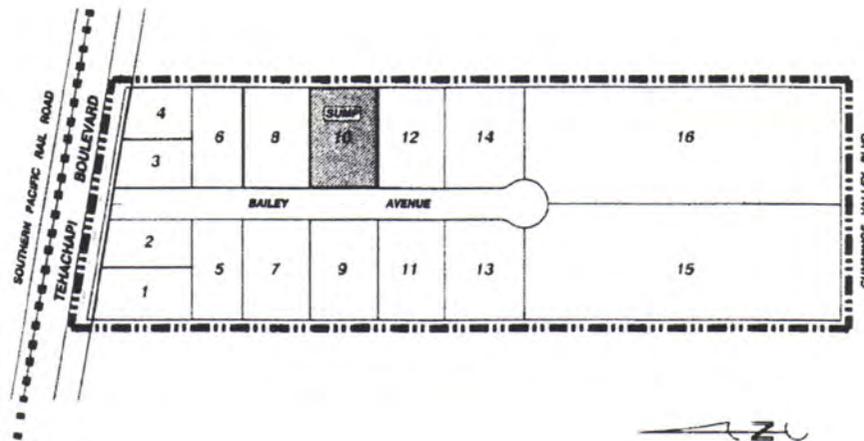
APPENDIX A – DISTRICT DIAGRAM

The parcels within the City of Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 11353), consist of all lots, parcels and subdivisions of land located in Parcel Map 11353. The District includes Kern County Assessor's Parcel Map Book 223, Page 190, Parcel 15. This County Assessor's Parcel Map, the Assessment Roll, and Exhibit 1 constitute the District Assessment Diagram. A copy of the County Assessor's Parcel Map is shown on the following page.



Respecting Our Past Planning Our Future

Tehachapi Drainage Benefit Assessment District No. 1
(Parcel Map 11353)



APN 223-190-15
PROPOSED NO. OF ASSESSABLE PARCELS 15
ASSESSABLE ACREAGE 23.95

LEGEND

- DISTRICT BOUNDARY
- SUMP

NOTE: The quantities identified on this map are subject to change. For details, refer to the approved Developer plans on file in the Office of the City Engineer. For parcel detail, please refer to the latest Kern County Assessor Map.

DATE: DECEMBER 1, 2008

APPENDIX B - ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared.

Non-assessable lots or parcels may include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment. Properties outside the District boundary receive no direct or special benefits from the improvements provided by the District and are not assessed.

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Kern County Assessor's map for the year in which this Report is prepared. The land use classification for each parcel is based on the Kern County Assessor's Roll. A listing of parcels assessed within this District, along with the proposed assessment amounts, shall be submitted to the City Clerk, under a separate cover, and by reference is made part of this Report.

Approval of this Report (as submitted or as modified) confirms the method of apportionment and the maximum assessment rate to be levied against each eligible parcel and thereby constitutes the approved levy and collection of assessments for the fiscal year. The parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for the fiscal year.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.