

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, June 17, 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 item of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California, 93561.

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, JUNE 17, 2013 - 6:00 P.M. - PG. 2**

1. General public comments regarding matters not listed as an agenda item.
2. Presentation by Becky Napier of Kern Council of Governments regarding the Regional Transportation Plan - Sustainable Communities.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 26-13
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

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on June 3, 2013 - **APPROVE AND FILE**
- *5. Special Event Application for the Heritage League 40th Birthday Celebration on July 4, 2013 – **APPROVE THE HERITAGE LEAGUE 40TH BIRTHDAY CELEBRATION SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY THE CITY ATTORNEY**
- *6. Special Event Application and associated agreement for RV Peddler RV Show in Capital Hills – **APPROVE THE RV PEDDLER SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY THE CITY ATTORNEY AND AUTHORIZE THE MAYOR TO SIGN THE ASSOCIATED AGREEMENT**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for June 3, 2013 through June 12, 2013 – **AUTHORIZE PAYMENTS**
- *8. City of Tehachapi Treasurer's Report through May, 2013 – **RECEIVE REPORT**

UTILITY MANAGER REPORTS

9. Proposed amendment to Tehachapi Municipal Code to provide for responsibility for maintenance and repair of sewer laterals – **INTRODUCE ORDINANCE AMENDING ORDINANCE NO. 636 AND TEHACHAPI MUNICIPAL CODE SECTION 8.44.020 TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SEWER LATERALS**

POLICE CHIEF REPORTS

10. Proposed ordinance establishing restrictions on use of tobacco and alcoholic beverages in designated public places – **INTRODUCE ORDINANCE ESTABLISHING RESTRICTIONS ON USE OF TOBACCO AND ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC PLACES**

**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, JUNE 17, 2013 - 6:00 P.M. - PG. 3**

CITY ENGINEER REPORTS

- *11. Authorization to Proceed from the California Department of Transportation for the Regional Surface Transportation Program in connection with the rehabilitation of east-bound Tehachapi Boulevard from Antelope Run to Mill Street – **ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 90-5184R, PROJECT NO. STPL-5184(020)**

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. Discussion with chief of police and consideration of actions to prevent threats to public services or facilities per Government Code Section 54957.

ADJOURNMENT

MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, June 3, 2013 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers, Grimes and Nixon</p> <p>Absent: Councilmember Zamudio</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda.</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Ryan Rush, Kern County District 2, gave report on mobile animal clinics in community. b. Cherrill Gragg, Have A Heart Humane Society, spoke about success and importance of mobile animal clinics. c. Matt Young, District Manager of TVRPD, gave report on current and upcoming activities. d. Socorro Schmidt, city resident, asked a question about work on county roads. 	<p>Approved Consent Agenda Gr/Ni Motion Carried Ab: Za</p>
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2. Presentation by John Surface of Hall Ambulance regarding the Annual Response Briefing.

CITY CLERK REPORTS

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

All Ord. Read By Title Only
 Gr/Ni Motion Carried
 Ab: Za

*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on May 6, 2013- **APPROVED AND FILED.**

Approved & Filed
 Gr/Ni Motion Carried
 Ab: Za

*5. Special Event Application for the Main Street Chili Cook-off on June 15, 2013 – **APPROVED THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY THE CITY ATTORNEY.**

Approved The Chili Cook-Off Special Event Application & Associated Street Closures Subject To Approval Of Insurance By The City Attorney
 Gr/Ni Motion Carried
 Ab: Za

*6. 2013 Conflict of Interest Code amendment – **ADOPTED RESOLUTION NUMBER 21-13 APPROVING AN AMENDED CONFLICT OF INTEREST CODE.**

Adopted Res. No. 21-13 Approving An Amended Conflict Of Interest Code
 Gr/Ni Motion Carried
 Ab: Za

FINANCE DIRECTOR REPORTS

*7. Disbursements, bills, and claims for May 1, 2013 through May 30, 2013 - **AUTHORIZED PAYMENTS.**

Authorized Payments
 Gr/Ni Motion Carried
 Ab: Za

*8. City of Tehachapi Treasurer’s Report through April 2013– **RECEIVED REPORT.**

Received Report
 Gr/Ni Motion Carried
 Ab: Za

*9. Appropriation Limit for the fiscal year 2013/14 – **ADOPTED RESOLUTION NUMBER 22-13 ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2013/14.**

Adopted Res. No. 22-13 Establishing An Appropriation Limit For The Fiscal Year 2013/14
 Gr/Ni Motion Carried
 Ab: Za

UTILITY MANAGER REPORTS

10. 2012 Annual Water Quality Report – **PRESENTATION BY UTILITY MANAGER JON CURRY; MAYOR SMITH ASKED ABOUT EARTHQUAKES AND WATER LEVELS AND COMMENTED ON CITY WATER SERVICES.**

Received Report

ASSISTANT CITY MANAGER REPORTS

*11. An agreement with The Time Machine for entertainment at the July 4th Hotdog Festival – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TIME MACHINE.**

Approved The Agreement Between C.O.T. & The Time Machine
 Gr/Ni Motion Carried
 Ab: Za

CITY MANAGER REPORTS

12. **PUBLIC HEARING** - An action to order the levy of assessments within the Landscaping and Lighting District No. 1 – **OPENED HEARING AT 6:27 PM; NOTICE OF PUBLIC HEARING ON MAY 23, 2013 AND NO CORRESPONDENCE RECEIVED; NO PUBLIC COMMENT RECEIVED; CLOSED HEARING AT 6:27 PM; STAFF RECOMMENDATION AND REPORT BY CITY MANAGER GREG GARRETT; ADOPTED TWO (2) RESOLUTIONS: (1) RESOLUTION NUMBER 23-13 AMENDING AND/OR APPROVING THE FINAL ENGINEER'S REPORT; (2) RESOLUTION NUMBER 24-13 ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014**
13. **PUBLIC HEARING** - An action to order the levy of assessments within the Drainage Benefit Assessment District No. 1 for fiscal year 2013/2014- **OPENED HEARING AT 6:30 PM; NOTICE OF PUBLIC HEARING ON MAY 23, 2013 AND NO CORRESPONDENCE RECEIVED; RECEIVE PUBLIC COMMENT; CLOSED HEARING AT 6:30 PM; STAFF RECOMMENDATION AND REPORT BY CITY MANAGER GREG GARRETT; ADOPTED RESOLUTION NUMBER 25-13 AMENDING AND/OR APPROVING THE FINAL ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENT**
14. Report to Council regarding current activities and programs – **VERBAL REPORT.**

Adopted Two (2) Resolutions: (1) Res. No. 23-13 Amending &/Or Approving The Final Engineer's Report; (2) Res. No. 24-13 Ordering The Levy & Collection Of Assessments Within The Landscaping & Lighting Assessment District No. 1 For Fiscal Year 2013/2014
Wi/Ni Motion Carried
Ab: Za

Adopted Res. No. 25-13 Amending &/Or Approving The Final Engineer's Report & Ordering The Levy & Collection Of Assessment
Gr/Ni Motion Carried
Ab: Za

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Nixon reminded everyone that Friends of Tehachapi Airport meet the first Tuesday of every month at the Pilot's Lounge.
2. Councilmember Wiggins spoke about the Mojave Chamber of Commerce meeting her and Greg attended and thanked TVRDP for Memorial Day event.
3. Councilmember Grimes gave report on his trip to Sacramento.

ADJOURNMENT

The City Council/Boards adjourned at 6:43 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 17, 2013, at 6:00p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 17th day
Of May, 2013.

PHILIP SMITH
Mayor, City of Tehachapi

COUNCIL REPORTS

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

MEETING DATE: JUNE 17, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 11, 2013

SUBJECT: SPECIAL EVENT APPLICATION – 40TH BIRTHDAY CELEBRATION FOR THE TEHACHAPI HERITAGE LEAGUE

APPLICANT AND ORGANIZATION

Charles White, Tehachapi Heritage League

EVENT DESCRIPTION

The event will be held on July 4, 2013 from 10 am – 4 pm on Green Street from E Street to the alley south of E Street. This event is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from E Street to the alley south of E Street from 8 am – 4:30 pm
- Street barricades from the Public Works Department

STAFF CONDITIONS

Administration: Applicant will be responsible for making sure city property is properly cleaned immediately following the event.

RECOMMENDATION

APPROVE THE HERITAGE LEAGUE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS AND APPROVAL OF INSURANCE BY CITY ATTORNEY

RECEIVED

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

MAY 9 8 2013

City of Tehachapi



TEHACHAPI
CALIFORNIA
Live Up.

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

SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Heritage League

Event Contact Charles White Phone Number 972-0958

Address 310 Green St.

City Tehachapi State CA Zip Code 93561

E-mail Address charleswhite@sbcglobal.net

Event Name 40th Birthday Celebration for Heritage League

Event Location Tehachapi Museum/Errea House - 310 Green St.

Event Date(s) July 4, 2013 Event Time(s) 10-4

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

Street closure from alley next to museum to E St.
Please close street at 8AM for setup activity.
Activities: Ice cream social, Birthday celebration

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

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

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

*emailed
6/1/13*

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07-31-2012

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

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

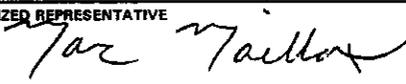
PRODUCER DOHRMANN INSURANCE AGENCY/PHS 129692 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS:													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Hartford Casualty Ins Co</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Ins Co		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED TEHACHAPI HERITAGE LEAGUE PO BOX 54 TEHACHAPI CA 93581														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		57 SBA AW4626	07/30/2012	07/30/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
A	AUTOMOBILE LIABILITY		57 SBA AW4626	07/30/2012	07/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Primary and Non-Contributory provisions.

CERTIFICATE HOLDER City Of Tehachapi, It's Council Members Officers, Employees, and Agents 115 S ROBINSON ST TEHACHAPI, CA 93561	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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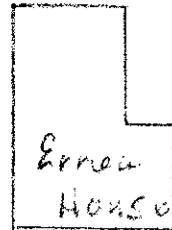
D Street

Green St.

Alley



Alley

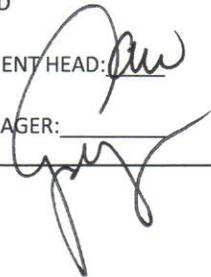


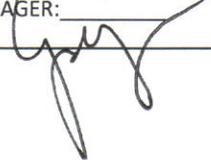
Street
closure

E Street

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

MEETING DATE: JUNE 17, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JUNE 11, 2013

SUBJECT: SPECIAL EVENT APPLICATION – RV PEDDLER

APPLICANT AND ORGANIZATION

Liz Epstein, RV Peddler

EVENT DESCRIPTION

RV show and sales event for 10 days between July 12, 2013 and July 21, 2013 from 8:00 am until dusk daily. This event is open to the public.

APPLICANT REQUESTS

- Closure of Challenger Drive from Capital Hills Pkwy to Vienna Street
- Closure of Capital Hills Pkwy from Magellan Drive to Challenger Drive.
- Street barricades from the Public Works Department

STAFF CONDITIONS

Administration: Applicant must obtain DMV permit prior to the event.
Applicant must obtain appropriate sellers permit for event.
Applicant must pay all fees prior to the event.
Applicant must identify the City of Tehachapi as the point of sale.

Business License: Applicant must renew their business license prior to the event.

Engineering: The intersection at Capital Hills Pkwy and Magellan Drive must remain open.

RECOMMENDATION

APPROVE THE RV PEDDLER SPECIAL EVENT APPLICATION, ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS AND APPROVAL OF INSURANCE BY CITY ATTORNEY AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT



RECEIVED

JAN 30 2013

City of Tehachapi

SPECIAL USE/EVENT APPLICATION

Organization RV PEDDLER INC

Event Contact LIZ EPSTEIN OR BYRON PAGE Phone Number +1 (661) 392-7400

Address 8730 GOLDEN STATE HWY

City BAKERSFIELD State CA Zip Code 93308

E-mail Address rvpeddlerhr@yahoo.com

Event Name RV PEDDLER SHOW AND SALE

Event Location CAPITAL HILLS DEVELOPMENT CITY STREET

Event Date(s) 07/12/2013 TO 07/21/2013 Event Time(s) M-SUNDAY 8:00 AM TO DARK

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

RV SHOW AND SALE

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

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

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

*mailed
4/3/13*

Event Name RV PEDDLER SHOW AND SALE

Event Date(s) 07/12/2013 TO 07/21/2013

Please Describe How The Following Will Be Accomplished:

Street Barricades WE SUPPLY THE BARRICADES

Traffic Control _____

Crowd Control _____

Utility Services: Water, Sewer, Electric WATER TRUCK

Lights _____

Dust Control _____

Site Clean-up & Maintenance OUR MAINTENANCE AND BINS ON SITE

Security WE PROVIDE SECURITY

Site Facilities _____

Health Dept. _____

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

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

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

Applicant Signature



Date 01/25/2013

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HD
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BL
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Notes _____

+JAY

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

LIABILITY INSURANCE REQUIREMENTS

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

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

- (1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;
- (2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;
- (3) "Cross liability" or "Severability of Interest" coverage for all named insureds;
- (4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;
- (5) That the insurer waives all rights of subrogation against the additional named insureds;
- (6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and
- (7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

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

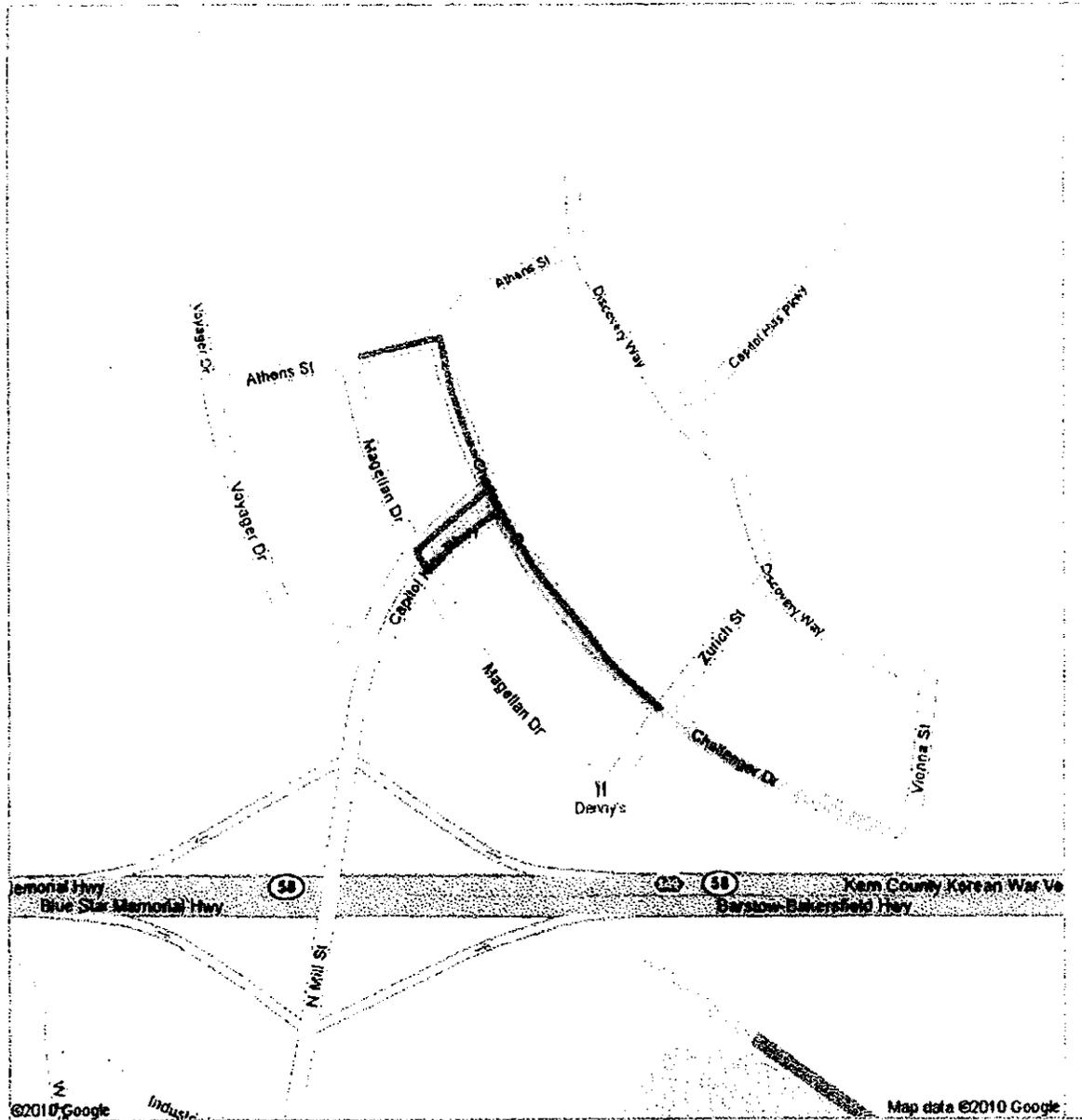
INDEMNIFICATION

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


Applicant Signature

Date

EXHIBIT A



b . d

RV Peddler RV Peddler RV Show

Trailers & Motorized

Starting from Athens St

- 1 Head east on Athens St toward Challenger Dr - go 10 ft
- 2 Take the 1st right onto Challenger Dr - go 0.3 mi
Destination will be on the right

Arriving at Challenger Dr

- 1 Challenger Dr. from Capital Hills Pkwy to Vienna St.
- 2 Capital Hills Pkwy from Magellan Dr to Challenger Dr.
- 3 Intersection at Capital Hills Pkwy and Magellan Dr. will remain open.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGENCY CUSTOMER ID: 013793100
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY Zurich, Account Service Center		NAMED INSURED RV PEDDLER RV PEDDLER, INC 6772 E HWY 80 YUMA, AZ 85364	
POLICY NUMBER 299975		EFFECTIVE DATE: 8/1/2012	
CARRIER Universal Underwriters Insurance Company	NAIC CODE 41181		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance
END:0089 UMBRELLA LIMITS INCLUSIVE

*Garage Liability with a Products Completed Operation Aggregate limit of \$900,000.

END:0533 ADDITIONAL INSURED
CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED

GENERAL RESALE CERTIFICATE

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: SR Y ARH 99-550987

2. I am engaged in the business of selling the following type of tangible personal property:
RV PARTS AND SERVICE

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:
WE PURCHASE PARTS FROM ABOVE VENDOR

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER <u>RV PEDDLER INC</u>	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE 	
PRINTED NAME OF PERSON SIGNING <u>EJ EPSTEIN</u>	TITLE <u>OFFICE MANAGER</u>
ADDRESS OF PURCHASER <u>8730 GOLDEN STATE HWY, BAKERSFIELD, CA 93308</u>	
TELEPHONE NUMBER <u>(661) 392-7400</u>	DATE <u>05/05/2012</u>

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION
CONSOLIDATED SELLER'S PERMIT



ISSUANCE/DISCONTINUANCE NUMBER
8/1/1994 SR Y ARH 99-550987

R. V. PEDDLER, INC.
8730 GOLDEN STATE HWY
BAKERSFIELD, CA 93308-9532

THIS PERMIT IS NON-TRANSFERABLE
ADDITIONAL TAX SALES \$

SELLERS MUST NOTIFY THE BOARD OF ANY CHANGES TO BILLS AND REGULATIONS OF THE BOARD
FOR THE CONSOLIDATED SELLER'S PERMIT AND USE TAX RETURN NUMBER IN THE ABOVE
CONTRACTS OR ACCOUNT NUMBERS

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELLED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR ARE NOT AN ACTIVE MEMBER, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
COLLECTED FOR THE OPERATION OF THE BUSINESS.

FOR GENERAL TAX QUESTIONS PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.

SEE PERMIT NO. 1010000

NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 4 day of June, 2013 by and between the CITY OF TEHACHAPI ("City") and R. V. PEDDLER, INC., a California Corporation ("Licensee"),

WITNESSETH:

WHEREAS, Licensee has requested the use of the following City streets described in Exhibit "A" hereto and by this reference made a part hereof (the "Premises") for the sole purpose of displaying and selling recreational vehicles (the "Approved Use"); and

WHEREAS, City is agreeable to Licensee's use of the Premises for the Approved Use under the terms and conditions described hereinafter and Licensee is agreeable to same.

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

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

2. City hereby grants to Licensee a revocable license to use the Premises for the Approved Use subject to the terms and conditions described hereinafter. The term of this Agreement shall be for ten (10) consecutive days commencing on July 12, 2013 and ending on July 21, 2013 (the "Term") and between the hours of 8:00 a.m. – 7:00 p.m. each day unless sooner terminated as hereinafter described. Prior to Licensee using the Premises for the Approved Use, Licensee shall pay City One Thousand Five Hundred Dollars (\$1,500) which shall represent a nonrefundable fee (the "Fee") for the use of the Premises. In the event City terminates this Agreement due to a breach by Licensee of its obligations hereunder, no part of the Fee shall be refundable. If City terminates this Agreement without cause, then City shall refund a prorated share of the Fee based on the number of days still remaining on the Term at the time of termination and based on an amount of One Hundred Fifty Dollars (\$150) per day.

3. Licensee acknowledges that it has investigated the Premises and fully understands that the Premises are not maintained for the Approved Use, that they may be dangerous to use, and that there are significant hazards on the Premises which make injury or damage to persons and property likely to occur. Licensee agrees to assume the full and complete risk of the use of the Premises. Licensee agrees to accept the Premises "AS IS".

4. Licensee may use the Premises only for the Approved Use. With regard to same, Licensee's use shall be limited to displaying no more than 150 vehicles on any given

21. Licensee may not assign, sublet, license, encumber, or otherwise transfer, either voluntarily or involuntarily, its rights, interests, or obligations, or any part thereof, hereunder without the prior written consent of City which consent may be given or denied at the sole and exclusive discretion of City.

22. City does not represent or warrant the condition of the Premises nor its usability for the purposes for which Licensee is authorized to use it.

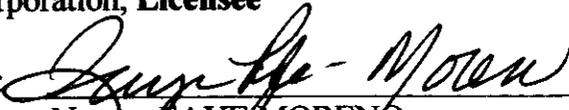
23. Upon termination of this Agreement, Licensee shall return the Premises to City in the same condition as Licensee received it or better, reasonable wear and tear accepted. Licensee shall be liable for any and all damages caused to the Premises and for the cleanup of any hazardous material or hazardous waste left on the Premises as of Licensee's use thereof.

24. This Agreement may be executed in counterparts each of which shall be deemed an original but all of which when taken together shall constitute but one and the same agreement.

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

Phil Smith, Mayor of the City of Tehachapi,
California

R. V. PEDDLER, INC., a California
Corporation, **Licensee**

By: 

Name: FAYE MORENO
Its: PRESIDENT

Accounts Payable

Checks by Date - Detail By Vendor Number

User: annamarie
 Printed: 6/12/2013 - 2:51 PM



Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	173159	GG\toner freight charges	8.00
		Check Total:	8.00
		Vendor Total:	8.00
0030	The Bakersfield Californian		
Check No:	0	Check Date:	
	13177591	GG\Teh City Council full ad	105.58
	13177607	GG\Teh City Council full ad	105.58
		Check Total:	211.16
		Vendor Total:	211.16
0035	BC Laboratories, Inc.		
Check No:	0	Check Date:	
	B145277	Wtr samples Curry resv	15.00
	B146124	Wtr samples Curry resv	15.00
	B146481	Wtr samples Mojave & Dennison wells	30.00
	B146723	Wtr samples Mojave & Dennison wells	30.00
		Check Total:	90.00
		Vendor Total:	90.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0066788	CD\Four Seasons Mall	1,976.75
		Check Total:	1,976.75
		Vendor Total:	1,976.75
0182	P&J Electric		
Check No:	0	Check Date:	
	4498	Wtr\lights in centennial park fountain	250.00
		Check Total:	250.00
		Vendor Total:	250.00
0263	Lebeau, Thelen, LLP		
Check No:	0	Check Date:	
	24	GG\Walmart CEQA litigation legal svcs	9,405.00
	54	GG\Teh Funding v City of Teh legal svcs	361.00
	8	GG\legal svcs	247.00
	8-1	GG\Broome v City legal svcs	2,559.68

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	12,572.68
		Vendor Total:	12,572.68
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140168911	PW\linen maintenance	92.22
		Check Total:	92.22
		Vendor Total:	92.22
0399	Sparkletts		
Check No:	0	Check Date:	
	060113	Swr\Water cooler rental	123.95
		Check Total:	123.95
		Vendor Total:	123.95
0424	Greater Tehachapi Chamber of Comm		
Check No:	0	Check Date:	
	6946	GG\2013-14 business refer guide ad	2,500.00
		Check Total:	2,500.00
		Vendor Total:	2,500.00
0426	Tehachapi-Cummings County Water E		
Check No:	0	Check Date:	
	101837R	LLD\Median	176.20
	11003700	Wtr\Benz Sanitation	193.96
	20144800	LLD\Landscaping	378.94
	2434500	Wtr\Henway	141.35
	36835900	LLD\Warrior Park	1,515.97
	40501900	Wtr\Chemtool	456.74
	613.283	Wtr\TUSD	9,539.92
		Check Total:	12,403.08
		Vendor Total:	12,403.08
0428	Tehachapi Flower Shop		
Check No:	0	Check Date:	
	9798	KCAC Dinner centerpieces	215.00
	9800	GG\flowers TMarsh	56.98
		Check Total:	271.98
		Vendor Total:	271.98
0429	Tehachapi Valley Healthcare		
Check No:	0	Check Date:	
	121874	Wtr\physical exam\MCuriel	156.46
	148712	Landscape\physical exam\LAllen	156.46
	160244	Constr\physical exam\DGatewood	156.46
	166460	PW\physical exam\DRedelsperger	156.46
	184998	Constr\physical exam\JHughes	156.46
	191818	Wtr\physical exam\BAboltin	156.46
	309335	PW\physical exam\DLara	156.46
	309336	PW\physical exam\JBallard	156.46

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,251.68
		Vendor Total:	1,251.68
0445	Tehachapi Senior Center, Inc.		
Check No:	0	Check Date:	
	05152013	Senior Nutrition Program June 2013	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	127037-0	Air\scan to file	3.23
	127608-0	PD\liners & towels	131.13
	127610-0	GG\cards & paper	78.35
	127696-0	GG\inkjet postcards	22.40
	127759-0	GG\soap labels paper envelopes steno book	135.24
	127782-0	CD\30x42 copies	9.44
	127782-01	GG\16GB USB	16.49
	127782-02	GG\scan blueprint copies	85.40
	C 127345-0	GG\protector\return	-12.29
	C 127437-0	GG\file jkt ltr exp\return	-4.28
		Check Total:	465.11
		Vendor Total:	465.11
0490	Crenshaw Traffic Engineering		
Check No:	0	Check Date:	
	05072013	Gen Plan Update\Review & Comment	875.00
		Check Total:	875.00
		Vendor Total:	875.00
0540	Glimm & Giordano P.T., Inc.		
Check No:	0	Check Date:	
	06032013	PW\Pre-employ exam DRedelsperger	75.00
	06032013-1	Wtr\Pre-employ exam BAboltin	75.00
	06032013-2	Wtr\Pre-employ exam MCuriel	37.50
	06032013-3	Swr\Pre-employ exam MCuriel	37.50
	06032013-4	PW\Pre-employ exam DLara	75.00
	06032013-5	Constr\Pre-employ exam DGatewood	75.00
	06032013-6	Constr\Pre-employ exam JHughes	75.00
	06032013-7	PW\Pre-employ exam JBallard	75.00
	06032013-8	Landscape\Pre-employ exam LAllen	75.00
		Check Total:	600.00
		Vendor Total:	600.00
0543	BSE Rents		
Check No:	0	Check Date:	
	559686	Wtr\hammer	63.27
		Check Total:	63.27
		Vendor Total:	63.27
0585	Terry J. Warsaw, M.D.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	32226	PW\Physical exam\DRedelsperger	150.00
	36669	Wtr\Physical exam\MCuriel	195.00
	36913	Constr\Physical exam\DGatewood	195.00
	36915	Constr\Physical exam\JHughes	195.00
	36916	PW\Physical exam\JBallard	195.00
	36917	PW\Physical exam\DLara	195.00
	36918	Wtr\Physical exam\BAboltin	195.00
	36919	Landscape\Physical exam\LAllen	195.00
	36925	GG\Physical exam\CThompson	150.00
		Check Total:	1,665.00
		Vendor Total:	1,665.00
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	46245	PW\Arctostaphylos	42.99
	46331	Landscape\2 hula hoe weeders	38.68
		Check Total:	81.67
		Vendor Total:	81.67
0832	ACWA/JPIA		
Check No:	0	Check Date:	
	07012013-1	Medical	65,611.19
	07012013-2	Dental	7,959.84
	07012013-3	Vision	897.09
	07012013-4	Life/AD&D	1,333.08
		Check Total:	75,801.20
		Vendor Total:	75,801.20
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4326	PD\Business cards MGoe	56.98
	4327	GG\new logo window envelopes	65.04
	4329	GG\canvas prints museum mounted	409.58
	4332	GG\2-color window envelopes	130.08
		Check Total:	661.68
		Vendor Total:	661.68
1075	Prime Signs		
Check No:	0	Check Date:	
	N-3214	Landscape\Rider Signs	109.65
		Check Total:	109.65
		Vendor Total:	109.65
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	27932	GG\council members name tags	58.86
	28238	PD\shirt tailoring	26.61
	28457	GG\name plates & name tags w\engraving	43.34
	28523	GG\hats with embroidery	64.51
	28524	GG\Otto adj hats/embro/Military hat/logo	1,105.01
	28615	Public Benches bronze plaque	233.60

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,531.93
		Vendor Total:	1,531.93
1321	Culligan Water Conditioning		
Check No:	0	Check Date:	
	06012013	PD\ACD Rental	29.00
		Check Total:	29.00
		Vendor Total:	29.00
1413	Kern Turf Supply, Inc.		
Check No:	0	Check Date:	
	836635	Air\sprinkler repair	89.66
		Check Total:	89.66
		Vendor Total:	89.66
1444	Tehachapi Police Explorers		
Check No:	0	Check Date:	
	06102013	Hotdog Festival Assistance @ Central Pk & Coy	250.00
		Check Total:	250.00
		Vendor Total:	250.00
1480	Railroad Management Company		
Check No:	0	Check Date:	
	297691	Swr line rent 9/26/13 to 9/25/14	436.62
		Check Total:	436.62
		Vendor Total:	436.62
1506	San Joaquin Safety Shoes		
Check No:	0	Check Date:	
	60085	Swr\safety shoes WMisura	171.99
	60831	Wtr\safety shoes DARTzer	193.49
		Check Total:	365.48
		Vendor Total:	365.48
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	032730/1	GG\Flowers - P Smith	47.30
	032905/1	GG\Flowers - RMontgomery	59.13
		Check Total:	106.43
		Vendor Total:	106.43
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	11610	GG\City Offices	45.38
	11610-1	GG\Market Place-Union Pac	201.79
	11610-10	LLD\Heritage Oak	787.98
	11610-11	LLD\KB Tract - Dennison	3,293.96
	11610-12	Strts\Trees	113.10
	11610-13	Strts\Dennison	658.10
	11610-14	LLD\Clearview	294.12

Vendor	Invoice No	Line Description	Check Amount
	11610-15	GG\Pioneer Park	506.04
	11610-16	GG\Old Town Planters	71.32
	11610-17	LLD\Mill St Cottages	22.49
	11610-18	GG\Pinon House	109.63
	11610-19	GG\Robinson Park	461.02
	11610-2	Strts\Mill St Islands	392.38
	11610-20	GG\Taco Samich & Wall	25.68
	11610-21	GG\Sr Ctr	95.95
	11610-22	Railroad Depot	116.44
	11610-23	GG\Robinson Parking Lot	22.85
	11610-24	LLD\Red Barn	80.59
	11610-25	LLD\Phase IV Downtown Planters	31.74
	11610-26	LLD\Red Barn Phase 2	6.55
	11610-3	Strts\Capitol Hills (So Island)	246.63
	11610-4	LLD\Manzanita Park	693.93
	11610-5	LLD\KB Tract-Highland	468.03
	11610-6	LLD\Alta Tract-Warrior Park	4,082.07
	11610-7	LLD\Alta Parkway Lawns	160.38
	11610-8	LLD\All Planters - Highline & Tract	1,433.48
	11610-9	Strts\So Curry	207.93
	11611	GG\Market Place-Union Pac	2.02
	11611-1	Strts\Mill St island	6.07
	11611-10	LLD\KB-Dennison	56.65
	11611-11	Strts\Dennison	6.07
	11611-12	LLD\Clearview	2.02
	11611-13	LLD\Pioneer Park	6.07
	11611-14	LLD\Old Town Planter	2.02
	11611-15	LLD\Mill St Cottages	1.01
	11611-16	GG\Pinon house	2.02
	11611-17	GG\Robinson Park	2.02
	11611-18	GG\Taco Samich	2.02
	11611-19	GG\Sr Ctr	2.02
	11611-2	Strts\Cap Hills	4.05
	11611-20	Railroad Depot	4.05
	11611-21	GG\Robinson Parking Lot	1.03
	11611-3	LLD\Manzanita Park	6.07
	11611-4	LLD\KB Tract - Highland	2.02
	11611-5	LLD\Alta Tract - Warrior Park	46.53
	11611-6	LLD\Alta Parkway lawns	4.05
	11611-7	LLD\Alta Planters - Highline & Tract	20.23
	11611-8	Strts\So Curry	4.05
	11611-9	LLD\Heritage Oaks	20.23
	11614	PW\Curry & F5 - 5 gal shrubs	122.50
	11614-1	LLD\KB Manzanita\1 - 5 gal tree rose	52.00
	11614-1-2	LLD\Heritage Oaks\6 - 1 gal shrubs	147.00
	11614-1-3	LLD\Heritage Oaks\30-05 gal roses	73.50
		Check Total:	15,226.88
		Vendor Total:	15,226.88
1739	Chevron & Texaco Business Card Ser		
Check No:	0	Check Date:	
	38237306	PD\Fleet Vehicles\Fuel	6,786.42
	38237306-1	GG\Fleet Vehicles\Fuel	265.03
		Check Total:	7,051.45
		Vendor Total:	7,051.45

Vendor	Invoice No	Line Description	Check Amount
1801	HD Supply Waterworks, LTD		
Check No:	0	Check Date:	
	9770570	Wtr\rubber washers	21.50
	9773054	Wtr\cast pipe cap	633.77
	9797836	Wtr\brass st 90 ell	136.38
	B000876	Wtr\ball valve and corp	508.58
		Check Total:	1,300.23
		Vendor Total:	1,300.23
1849	Government Finance Officers Associa		
Check No:	0	Check Date:	
	0168715S	Finance/SPI Treasury Management newsletter sup	55.00
		Check Total:	55.00
		Vendor Total:	55.00
2053	Burtch Construction, Inc.		
Check No:	0	Check Date:	
	04302013	Tr 6216 Imp Project\Progress Pay #5	183,619.76
		Check Total:	183,619.76
		Vendor Total:	183,619.76
2147	Coffee Break Service, Inc.		
Check No:	0	Check Date:	
	JUN3517	GG\Monthly water cooler rental	26.95
		Check Total:	26.95
		Vendor Total:	26.95
2190	ACCAP		
Check No:	0	Check Date:	
	06062013	ACCAPS 2013 Realignment Summit-EGrimes	150.00
		Check Total:	150.00
		Vendor Total:	150.00
2459	CSG Systems, Inc.		
Check No:	0	Check Date:	
	742316	Refuse\Printing	108.65
	742316-1	Wtr\Printing	271.64
	742316-2	Swr\Printing	162.98
	742316-3	Refuse\Postage	202.84
	742316-4	Wtr\Postage	507.11
	742316-5	Swr\Postage	304.27
		Check Total:	1,557.49
		Vendor Total:	1,557.49
2636	High Desert Wireless Broadband Com		
Check No:	0	Check Date:	
	30012	IT/May monthly consulting fee/billable hours	3,664.30
		Check Total:	3,664.30
		Vendor Total:	3,664.30

Vendor	Invoice No	Line Description	Check Amount
2676	USPS-Hasler		
Check No:	0	Check Date:	
	05302013	GG\postage	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
2707	MailFinance		
Check No:	0	Check Date:	
	H4002956	GG\Lease Mar 28 to June 27 2013	454.50
		Check Total:	454.50
		Vendor Total:	454.50
2892	Mountain Maintenance Group, Inc.		
Check No:	0	Check Date:	
	4552	GG\cleaning 5/27 - 30	240.00
	4552-1	PD\cleaning 5/26 - 30	300.00
	4552-2	Depot\cleaning 5/30 & 31 6/1 - 3	250.00
	4552-3	Air\cleaning 5/31	85.00
	4552-4	WWTP\cleaning 5/27 & 31	170.00
		Check Total:	1,045.00
		Vendor Total:	1,045.00
2902	Sim Sanitation, Inc		
Check No:	0	Check Date:	
	25233	Air\monthly std & handicap rental	82.00
		Check Total:	82.00
		Vendor Total:	82.00
2994	Richards Watson & Gershon		
Check No:	0	Check Date:	
	189975	GG\AB X1 26 advice	254.54
		Check Total:	254.54
		Vendor Total:	254.54
3051	Tehachapi Transmissions, Inc.		
Check No:	0	Check Date:	
	004533	PD\wire harness repair TE-08	93.32
	009227	PD>window regulator TE-01	280.20
	009241	PD\brake pads TE-01	200.82
		Check Total:	574.34
		Vendor Total:	574.34
3066	AECOM Technical Services, Inc.		
Check No:	0	Check Date:	
	37337418	Air\Airport Drainage Study Upate	2,874.50
	37337418-1	Wtr\Snyder Well Intertie project	1,384.00
	37337418-2	GG\status updates and project reviews	808.50
	37337418-3	Wtr\C St record drawings & rodeo grnds exhibit	692.00
	37337418-4	WWTP and Teh Blvd Phase IV	719.19
	37337418-5	Teh Blvd and HSIP finalize plans & estimates	370.00
	37337418-6	WWTP Annual Report	288.37

Vendor	Invoice No	Line Description	Check Amount
	37337418-7	WWTP Future Sludge Drying Project	277.50
	37337418-8	CD\Four Seasons Mall constr observer	1,000.00
	37345679	Teh Police Dept Bidding & Constr admin	4,523.39
		Check Total:	12,937.45
		Vendor Total:	12,937.45
3104	Hilltop Publishers Home of the Loop 1		
Check No:	0	Check Date:	
	13436	GG\Adopt-a-Flag ad	190.00
	13436-1	GG\Weed Abatement ad 5/25/13	190.00
	13469	GG\Weed Abatement ad 6/8/13	190.00
		Check Total:	570.00
		Vendor Total:	570.00
3199	Slick Fish Marketing Co.		
Check No:	0	Check Date:	
	1425	GG/monthly 2p newsletter layout	125.00
		Check Total:	125.00
		Vendor Total:	125.00
3217	Office Depot		
Check No:	0	Check Date:	
	659045044001	PD/toner	245.08
	659045078001	PD/tt paper	65.12
		Check Total:	310.20
		Vendor Total:	310.20
3234	L.S.T. Services		
Check No:	0	Check Date:	
	791124	Air\re-keyed electrical vault 4 keys	130.00
		Check Total:	130.00
		Vendor Total:	130.00
3272	Tehachapi Window Tinting		
Check No:	0	Check Date:	
	873114	Airport office window tint	441.00
	873138	Airport new office window tint	108.00
		Check Total:	549.00
		Vendor Total:	549.00
3274	Bright House Networks		
Check No:	0	Check Date:	
	06112013	GG\Internet Services	144.52
		Check Total:	144.52
		Vendor Total:	144.52
3281	Statewide Safety & Signs, Inc.		
Check No:	0	Check Date:	
	3854	Strts\paint & supplies	4,557.50
	941	Strts\signs stands clamps & flags	1,217.42

Vendor	Invoice No	Line Description	Check Amount
	957	Strts\spray tip stripe & guard	157.44
		Check Total:	5,932.36
		Vendor Total:	5,932.36
3437	Tehachapi Lifestyle Magazine		
Check No:	0	Check Date:	
	2086	GG/inside frnt cover 1/3 page display ad	1,550.00
		Check Total:	1,550.00
		Vendor Total:	1,550.00
3524	Cornerstone Engineering		
Check No:	0	Check Date:	
	25745	TR 6216 Street Monuments survey	2,689.62
		Check Total:	2,689.62
		Vendor Total:	2,689.62
3576	Mallory Safety & Supply LLC		
Check No:	0	Check Date:	
	3740866	PD\radio batteries	449.94
	3742709	PD\handi lift/test a nik	77.59
		Check Total:	527.53
		Vendor Total:	527.53
3579	TLO LLC		
Check No:	0	Check Date:	
	060113	PD\tele/research	0.75
		Check Total:	0.75
		Vendor Total:	0.75
3591	Fresno Oxygen - Barnes Welding Supj		
Check No:	0	Check Date:	
	11921015-00	Wtr\New Bobcat 250 welding cable kit hood	4,516.58
		Check Total:	4,516.58
		Vendor Total:	4,516.58
3593	A.V. Counters & Cabinets		
Check No:	0	Check Date:	
	060613	Refund double payment/Business License	8.50
		Check Total:	8.50
		Vendor Total:	8.50
3594	Dirt-T-Boys, Inc.		
Check No:	0	Check Date:	
	293	Air\AT&T Phone Line Repairs	4,875.00
		Check Total:	4,875.00
		Vendor Total:	4,875.00
3595	The Tehachapi Community Orchestra		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	05292013	Hotdog Festival Entertainment @ Coy Burnett	500.00
		Check Total:	500.00
		Vendor Total:	500.00
		Report Total:	366,412.15

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 6/3/2013 - 3:46 PM



			Check Amount
Check No:	38108	Check Date: 06/03/2013	
Vendor:	0020	American Water Works Association	
7000657649		Wtr\Curry Mem Dues 8/1/13-7/31/14	98.00
			98.00
Check No:	38109	Check Date: 06/03/2013	
Vendor:	1851	AT&T	
05102013		Cherry Ln wtr break claim\B VanWey phone	130.01
			130.01
Check No:	38110	Check Date: 06/03/2013	
Vendor:	2963	AT&T	
4344895		PD\T1 line	306.42
4355203		PD\Subscriber access line	179.34
			485.76
Check No:	38111	Check Date: 06/03/2013	
Vendor:	0395	The Gas Company	
05172013		GG\Pinon St	34.38
			34.38
Check No:	38112	Check Date: 06/03/2013	
Vendor:	3032	Peter Graff	
05302013		PD\K9 training-meals	75.00
			75.00
Check No:	38113	Check Date: 06/03/2013	
Vendor:	0661	David A. James	
050513		CD/meals allowance/AWEA	105.54
050513 2		CD/transport service/AWEA	64.00
050513 3		CD/air travel baggage/AWEA	50.00
			219.54
Check No:	38114	Check Date: 06/03/2013	
Vendor:	2778	Kevin Paille	
04152013		PD\K9 training-meals	75.00
			75.00
Check No:	38115	Check Date: 06/03/2013	
Vendor:	0372	Southern California Edison	
05162013		Strts\800 S Curry St #A	42.29
05182013		PW\800 Enterprise	101.72
05182013-1		PW\800 Enterprise Shop	101.85
05182013-10		Air\316 S Mojave St	32.70
05182013-11		Air\314 N Hayes St PAPI	65.64
05182013-12		Air\314 N Hayes St PAPI	74.86
05182013-13		Air\409 Bryan Ct	239.72

05182013-14	Air\409 Bryan Ct	350.57
05182013-15	Air\West End Teh Airport	37.02
05182013-16	Air\West End Teh Airport	32.51
05182013-17	Air\314 N Hayes St #B	186.71
05182013-18	Air\314 N Hayes St #B	202.87
05182013-19	Air\NE Cor Teh Airport	10.01
05182013-2	PW\800 Enterprise Shop	143.23
05182013-20	Air\NE Cor Teh Airport	24.60
05182013-21	Air\314 N Hayes St #G3	28.78
05182013-22	Air\314 N Hayes St #G3	32.51
05182013-23	Air\Dennison s/o Hwy 58	48.54
05182013-24	Air\Dennison s/o Hwy 58	121.57
05182013-25	Air\314 N Hayes St	143.01
05182013-26	Air\314 N Hayes St	153.72
05182013-27	GG\115 S Robinson St	695.05
05182013-28	GG\115 S Robinson St	799.39
05182013-29	PD\129 E F St	736.05
05182013-3	Swr\800 Enterprise	374.44
05182013-30	PD\129 E F St	929.27
05182013-31	GG\303 E D St	34.88
05182013-32	GG\303 E D St	37.41
05182013-33	GG\108 Pinon St	26.14
05182013-34	GG\108 Pinon St	44.09
05182013-35	PW\100 Commercial Way	131.69
05182013-36	PW\100 Commercial Way	128.46
05182013-37	PW\101 Commercial Way	97.45
05182013-38	PW\101 Commercial Way	102.17
05182013-4	Swr\800 Enterprise	558.84
05182013-5	Air\314 N Hayes St	148.76
05182013-6	Air\314 N Hayes St	156.99
05182013-7	Air\9999 1/2 Hayes St	28.94
05182013-8	Air\9999 1/2 Hayes St	68.46
05182013-9	Air\316 S Mojave St	32.19
05222013	City Parks\114 S Green	116.44
05222013-1	Strts\113 S Mojave St	119.27
05222013-2	GG\311 E D St	80.76
05222013-3	LLD Clearview\318 E E St	82.21
05232013	PD\220 W C St	25.92
05232013-1	GG\200 W Teh Blvd	26.83
05232013-2	LLD\Mill St Ctgs\329 1/2 D St	86.47
05232013-3	Strts\213 S Curry St A	18.32
05242013	GG\109 E Teh Blvd	77.76
05242013-1	GG\Pioneer Park\111 W I St	40.86
05242013-2	Strts\209 1/2 E Teh Blvd	25.05
05242013-3	Strts\333 1/2 E Teh Blvd	129.11
05242013-4	GG\1125 Capital Hills	24.51
05252013	Swr\880 Enterprise	898.57
05252013-1	1002 Applewood St	31.64
05252013-2	Traffic Signal\801 Mountain View Ave	52.02
		<hr/>
		9,140.84
Check No:	38116	Check Date: 06/03/2013
Vendor:	3011	Verizon Wireless
9704866273-1	GG\mobile broadband	38.01
9704866273-2	CD\mobile broadband	29.65
9704866273-3	Wtr\mobile broadband	15.01
9704866273-4	Swr\mobile broadband	15.01
9705074897-1	GG\mobile broadband	38.01

Check Amount

9705074897-2	Air\mobile broadband	38.01
9705074897-3	GG\mobile broadband	38.01
9705074897-4	Air\mobile broadband	29.65
9705074897-5	PW\mobile broadband	29.65
9705074897-6	GG\mobile broadband	29.65
9705074897-7	CD\mobile broadband	29.65
9705074897-8	Wtr\mobile broadband	15.01
9705074897-9	Swr\mobile broadband	15.01
9705204093 1	Wtr\mobile broadband	15.01
9705204093 2	Swr\mobile broadband	15.01

390.35

Date Totals: 10,648.88

Report Total: 10,648.88

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 6/6/2013 - 12:54 PM



			Check Amount
Check No:	38194	Check Date: 06/06/2013	
Vendor:	2802	Keven Wyatt Empey	
05302013		PD/meals IALEP-Law Enf Planner's course	250.00
			<hr/> 250.00
Check No:	38195	Check Date: 06/06/2013	
Vendor:	3592	IALEP	
060613		PD/Law enforcement planner's course/WEmpcy	510.00
			<hr/> 510.00
Check No:	38196	Check Date: 06/06/2013	
Vendor:	0372	Southern California Edison	
05292013		Strts\Teh Bl w/o Green	20.92
05292013-1		Strts\Teh Bl w/o Green	13.65
05292013-10		Wtr\358 E D St	2,293.56
05292013-2		Strts\103 Teh Bl	87.82
05292013-3		Strts\103 Teh Bl	58.82
05292013-4		Strts\101 E Teh Bl #B	199.58
05292013-5		Strts\101 E Teh Bl #B	132.97
05292013-6		Strts\110 S Mill St	143.66
05292013-7		Strts\110 S Mill St	96.69
05292013-8		Strts\Curry & D	20.92
05292013-9		Strts\Curry & D	13.65
05312013		Swr\800 Enterprise	5,691.49
			<hr/> 8,773.73
Date Totals:			<hr/> 9,533.73
			<hr/> <hr/> 9,533.73
Report Total:			<hr/> <hr/> 9,533.73

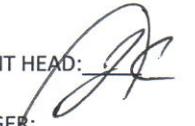
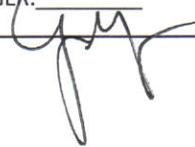
CITY OF TEHACHAPI
 TREASURER'S REPORT
 FY 2012-13

MONTH END BANK STATEMENT BALANCE

			12/31/2012	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013
BANK ACCOUNTS								
General Checking	Bank of the Sierra	21002-06457	1,415,275.63	4,509,675.50	1,582,612.28	636,859.09	2,204,336.12	1,850,785.65
Water Deposit Trust	Bank of the Sierra	21002-08503	97,400.00	99,573.85	120,485.83	103,155.85	106,795.85	110,920.85
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,579.49	87,585.33	87,591.17	87,597.01	87,602.85	87,606.01
AD 89-3	Bank of the Sierra	21002-81054	828.82	828.82	828.82	828.82	828.82	828.82
RDA Checking	Bank of the Sierra	21002-18650	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41
Payroll	Bank of the West	709-031215	47,915.71	47,724.26	47,550.60	47,375.96	47,190.09	47,036.17
AFLAC Flex Spending	Bank of the West	709-039747	14,331.51	13,307.73	12,486.94	13,155.23	12,447.80	12,724.25
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	67,906.08	68,908.84	91,584.68	20,741.14	52,043.49	82,894.31
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	0.00	0.00	0.00	55,853.13	0.00
CFD 90-1	Union Bank	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00
RDA 2007	Bank of New York	870951/52/53/54	615,401.65	615,401.65	615,401.65	615,401.65	615,401.65	829,760.40
RDA 2005	Bank of New York	870711-16	577,854.28	577,854.28	577,854.28	577,854.28	577,854.28	764,988.03
LAIF	State of California	98-15-914	9,417,862.68	9,425,502.71	13,225,502.71	13,625,502.71	12,233,788.81	12,233,788.81
Total Funds in Banks			12,471,869.87	15,575,876.99	16,491,412.98	15,857,985.76	16,123,656.91	16,150,847.32
INVESTMENTS								
CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	186,594.83	1.64	341.15	647.81	73,229.68	73,459.63
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	384,005.10	384,005.10	384,005.10	384,005.10	315,005.10	315,005.10
Federal Him Ln Bank/Fannie Mae	BNY-Custodian (3)	8870586	1,053,125.00	0.00	0.00	0.00	0.00	0.00
* Loaned to Wtr/Swr to pay-off COP2000			843,626.42	843,626.42	843,626.42	843,626.42	843,626.42	708,203.09
Total Investments			4,467,351.35	3,227,633.16	3,227,972.67	3,228,279.33	3,231,861.20	3,096,667.82
TOTAL PORTFOLIO			16,939,221.22	18,803,510.15	19,719,385.65	19,086,265.09	19,355,518.11	19,247,515.14



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE 17, 2013 AGENDA SECTION: UTILITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JON CURRY, UTILITY MANAGER

DATE: JUNE 11, 2013

SUBJECT: INTRODUCTION OF ORDINANCE AMENDING ORDINANCE NO. 636 TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SEWER LATERALS

BACKGROUND

In February, 1998 the Tehachapi City Council adopted Ordinance No. 98-02-636 and Municipal Code Section 8.44.020, mandating connection to the City's sewer system.

Attached is an amendment to this ordinance to provide for responsibility for maintenance and repair of sewer laterals. The ordinance will now state that the property owner is responsible for the maintenance, repair, and replacement of the sewer lateral and the property owner must maintain, repair, and replace same at its sole cost and expense. The "lateral" is defined as the piping from the building it services to a sewer main line. No maintenance, repair or replacement can take place within the City's right-of-way without applying for a City encroachment permit.

RECOMMENDATION

Staff is introducing an ordinance which would amend Ordinance No. 98-02-636 and Municipal Code Section 8.44.020 to provide for responsibility for maintenance and repair of sewer laterals.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AMENDING ORDINANCE NO. 636 AND TEHACHAPI MUNICIPAL CODE SECTION 8.44.020 TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SEWER LATERALS

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

Section 1. AMENDMENT.

Ordinance No. 636 and Tehachapi Municipal Code Section 8.44.020 is hereby replaced with the following:

"8.44.020 Mandatory Connection to Sewer System and Maintenance and Repair of Sewer Laterals.

"A. All commercial, residential and industrial buildings within the boundaries of the City of Tehachapi and any and all outbuildings, dwellings, garages, and all such other edifices containing a plumbing fixture or fixtures shall be connected to the sewer system.

"B. Notwithstanding Paragraph A of this Section 8.44.020, if the distance from the nearest property line of a parcel upon which any building is located is more than 200 feet from an existing sewer line, then such building

shall be exempted from this requirement until such time as a sewer line is constructed to within 200 feet of the property line. Provided, however, that all parcels consisting of an area of one acre or more and zoned for residential development shall be exempted from this requirement provided the parcel is improved with an on-site septic system approved by the City Council and as required by the Kern County Department of Health Services.

"C. As used herein, a "lateral" shall mean the piping from the exterior wall of any building which extends to its connection to a sewer main line by which the wastewater from the building is discharged into the City's sewer system. The maintenance, repair, and replacement of a lateral shall be the sole responsibility of the property owner and the property owner shall keep the lateral in good working order and repair at the property owner's sole cost and expense. No maintenance, repair, or replacement of a lateral which will have any impact whatsoever on a City's main line shall be performed without first notifying the City in writing of same and receiving written permission from the City to proceed. In that event, the City may impose such conditions on the maintenance, repair, or replacement as the City deems, in its sole discretion, to be necessary for maintaining the integrity of the City's sewer system. The City shall have the right to enter onto private property for the purpose of inspection and evaluation of laterals to assure safe and sanitary conditions.

"D. It is unlawful and a violation of this Section to discharge any industrial wastewater as more particularly described in Section 8.36.020.B of this title or wastewater as described in Section 8.40.020 of the Tehachapi Municipal Code on the ground, to any private system not inspected and improved by the City or in any manner which endangers life, health, or sanitation."

Section 2. **SEVERABILITY.**

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

Section 3. **EFFECTIVE DATE.**

This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published in the manner authorized by law in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi, California on the ____ day of _____, 2013.

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

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

PHILIP A. SMITH, Mayor of the City
of Tehachapi, California

ATTEST:

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

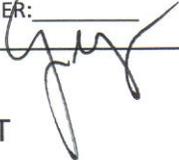
I hereby certify that the foregoing Ordinance was duly and regularly adopted by the
City Council of the City of Tehachapi at a regular meeting thereof held on _____,
2013.

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

Published: _____



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE 17, 2013 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: JUNE 11, 2013

SUBJECT: INTRODUCTION OF ORDINANCE ESTABLISHING RESTRICTIONS ON USE OF TOBACCO AND ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC PLACES

BACKGROUND

As Council is aware, the Police Department has received many complaints regarding persons loitering for extended periods of time in downtown park spaces. These persons are often drinking and smoking in the park to the annoyance of other park users and neighboring businesses. In addition, these persons have been found to eliminate bodily waste within the public park space and on neighboring private properties.

At the request of community members, the Police Department has unsuccessfully tried to discourage these persons from creating a nuisance within the park spaces and on the neighboring private properties. Frequent warnings, suggestions, and other targeted attention have been to no avail with no laws or ordinances to act upon. As such, the Police Department and City Attorney are proposing a new ordinance to help maintain the City's downtown park spaces as safe, clean, and inviting locations for the community.

The currently proposed ordinance would add Chapter 8.56 to the Tehachapi Municipal Code, creating two new violations which would be practical enforcement tools to enhance community safety and quality of life:

8.56.020 Prohibition of Tobacco Use. It is unlawful for any person to light or smoke or chew or use in any other way any tobacco product at any time in Railroad Park, Depot Park, or Centennial Plaza and the sidewalks adjacent to each.

8.56.030 Prohibition of Possession or Consumption of Alcoholic Beverages. It is unlawful for any person to possess or consume any alcoholic beverage at any time within Railroad Park, Depot Park, or Centennial Plaza and the sidewalks adjacent to each without a special use permit authorizing the possession and consumption of alcoholic beverages issued by the City of Tehachapi. Such special use permit shall be maintained on-site at the Railroad Park or Depot Park or Centennial Plaza where the alcoholic beverages are used and shall be available for inspection by law enforcement or other City personnel.

These violations would be cited as infractions with a \$100.00 fine for the first offense and could be cited as misdemeanors for subsequent offenses.

FISCAL IMPACT

None.

OPTIONS

- Approve the proposed ordinance, adding Chapter 8.56 to the Tehachapi Municipal Code, establishing restrictions on the use of tobacco products and alcoholic beverages in designated public spaces.
- Direct staff to modify the proposed ordinance.
- Do not approve proposed the proposed ordinance.

RECOMMENDATION

STAFF IS INTRODUCING THE PROPOSED ORDINANCE, ADDING CHAPTER 8.56 TO THE TEHACHAPI MUNICIPAL CODE, ESTABLISHING RESTRICTIONS ON THE USE OF TOBACCO PRODUCTS AND ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC SPACES.

Attachment: Proposed Ordinance, adding Chapter 8.56 to the Tehachapi Municipal Code.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI REGULATING THE USE OF
ALCOHOLIC BEVERAGES AND TOBACCO
PRODUCTS IN CERTAIN PUBLIC PLACES**

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

Section 1. ADDITION.

Chapter 8.56 is hereby added to the Tehachapi Municipal Code as follows:

CHAPTER 8.56

**REGULATION OF ALCOHOL AND TOBACCO IN CERTAIN PUBLIC
PLACES.**

Sections.

- 8.56.010 Definitions**
- 8.56.020 Prohibition of Tobacco Use**
- 8.56.030 Prohibition of Possession or Consumption of Alcoholic Beverages**
- 8.56.040 Penalty**

8.56.010 Definitions. As used in this chapter, the following words shall have the following definitions:

A. The term "alcoholic beverage" shall have the same meaning as in California Business and Professions Code Section 23004.

B. The term "tobacco products" shall mean any manufactured substance made from the tobacco plant, including but not limited to, cigarettes, cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco or products prepared from tobacco and designed

for smoking and ingestion.

C. The term "Railroad Park" shall mean the park located at 207 East Tehachapi Boulevard, Tehachapi, California.

D. The term "Depot Park" shall mean the park generally located at 101 West Tehachapi Boulevard, Tehachapi, California.

E. The term "Centennial Plaza" shall mean the facility generally located at 114 South Green Street, Tehachapi, California.

8.56.020 Prohibition of Tobacco Use. It is unlawful for any person to light or smoke or chew or use in any other way any tobacco product at any time in Railroad Park, Depot Park, or Centennial Plaza and the sidewalks adjacent to each.

8.56.030 Prohibition of Possession or Consumption of Alcoholic Beverages. It is unlawful for any person to possess or consume any alcoholic beverage at any time within Railroad Park, Depot Park, or Centennial Plaza and the sidewalks adjacent to each without a special use permit authorizing the possession and consumption of alcoholic beverages issued by the City of Tehachapi. Such special use permit shall be maintained on-site at the Railroad Park or Depot Park or Centennial Plaza where the alcoholic beverages are used and shall be available for inspection by law enforcement or other City personnel.

8.56.040 Penalty. A first violation of Section 8.56.020 or 8.56.030 shall constitute an infraction. Any additional violation of Section 8.56.020 or of Section 8.56.030 shall constitute a misdemeanor.

Section 2. SEVERABILITY.

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

Section 3. EFFECTIVE DATE.

This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published in the manner authorized by law in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi,

California on the ____ day of _____, 2013.

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

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

PHILIP SMITH, Mayor of the City
of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on _____, 2013.

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

Published: _____



APPROVED

DEPARTMENT HEAD: *JKS*

CITY MANAGER: *[Signature]*

COUNCIL REPORTS

MEETING DATE: JUNE 17, 2013 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: MAY 30, 2013

SUBJECT: PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

BACKGROUND:

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Regional Surface Transportation Program in connection with the rehabilitation of east-bound Tehachapi Boulevard from Antelope Run to Mill Street. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement.

Attached to this memorandum is Program Supplement Agreement No. 016-N for the Tehachapi Boulevard Rehabilitation Project Phase II as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the design and construction of this project.

RECOMMENDATION:

ADOPT RESOLUTION, AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 016-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. STPL-5184(020).

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 016-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. STPL-5184 (020)

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

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

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

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

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the City Manager of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. 016-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, FOR PROJECT NO. STPL-5184 (020), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 17th day of June, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Philip Smith, Mayor
City of Tehachapi, California

ATTEST:

DENISE JONES, City Clerk
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 17, 2013.

DENISE JONES, City Clerk
City of Tehachapi, California

PROGRAM SUPPLEMENT NO. N016
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5184R

Adv Project ID **Date:** May 15, 2013
0913000034 **Location:** 09-KER-0-THPI
Project Number: STPL-5184(020)
E.A. Number:
Locode: 5184

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

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

PROJECT LOCATION:

Tehachapi Boulevard from Old Tehachapi Boulevard (Tucker Road) to Snyder Avenue

TYPE OF WORK: Road rehabilitation

LENGTH: 0.6(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L24E		LOCAL	OTHER
\$16,872.00		\$14,936.00	\$1,936.00	\$0.00

CITY OF TEHACHAPI

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

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

Accounting Officer Hanbmguyen Date 5-20-13 \$14,936.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

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

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

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

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

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

SPECIAL COVENANTS OR REMARKS

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

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

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

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