

## **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, July 1, 2013 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session 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, JULY 1, 2013 - 6:00 P.M. - PG. 2**

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1. General public comments regarding matters not listed as an agenda item.
2. Mayor to present a proclamation for Parks & Recreation Month.

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 29-13  
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 17, 2013, special budget meeting on June 24, 2013 and special meeting on June 24, 2013 - **APPROVE AND FILE**
5. Special Event Application for the Family Life Pregnancy Center's Savor the Flavor event on August 03, 2013 – **APPROVE THE SAVOR THE FLAVOR SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS**
- \*6. Special Event Application for the Heritage Leagues Step Back In Time event on July 27, 2013 – **APPROVE THE STEP BACK IN TIME SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS**

**FINANCE DIRECTOR REPORTS**

- \*7. Disbursements, bills, and claims for June 19, 2013 through June 25, 2013 – **AUTHORIZE PAYMENTS**

**UTILITY MANAGER REPORTS**

8. Amendment to Tehachapi Municipal Code to provide for responsibility for maintenance and repair of sewer laterals – **ADOPT AN 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**

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

**CITY ENGINEER REPORTS**

- \*10. Tract 6216 Alta Estates Improvements Project Notice of Completion – **APPROVE THE NOTICE OF COMPLETION FOR THE TRACT 6216 ALTA ESTATES IMPROVEMENTS 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, JULY 1, 2013 - 6:00 P.M. - PG. 3**

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**ASSISTANT CITY MANAGER REPORTS**

- \*11. An agreement with Kiddie Amusements for entertainment at the 4<sup>th</sup> of July Hotdog Festival – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS**
- \*12. An agreement with Out of the Blue for entertainment at the 4<sup>th</sup> of July Hotdog Festival – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND OUT OF THE BLUE**
- \*13. An agreement with Tehachapi Community Orchestra for entertainment at the 4<sup>th</sup> of July Hotdog Festival – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY ORCHESTRA**
- \*14. An agreement with Tehachapi POPS for entertainment at the 4<sup>th</sup> of July Hotdog Festival – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI POPS**

**CITY MANAGER REPORTS**

- \*15. Central Valley Employment Relations Consortium for Fiscal Year 2013/14 – **APPROVE THE CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM AGREEMENT FOR FISCAL YEAR 2013/14 AND ALLOW STAFF TO RENEW THE CONTRACT FOR FUTURE YEARS**
- 16. Report to Council regarding current activities and programs – **VERBAL REPORT**

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

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

**CLOSED SESSION**

1. Conference with Legal Counsel Regarding Initiation of Litigation Per Government Code Section 54956.9(c).
2. Conference with Legal Counsel Regarding Claim Filed by Kern Pacific Construction Per Government Code Section 54956.9(b).
3. Conference with legal counsel regarding claim filed by Nikki Nelson.

**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 17, 2013 – 6:00 P.M.**

**NOTE:** Sm, Gr, Wi, Ni and Za are 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><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Zamudio</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Pastor Russ Lawson from the Church of Christ</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Mayor Smith</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments regarding matters not listed as an agenda item were received from:             <ol style="list-style-type: none"> <li>a. Carolyn Anglin, city resident, asked about temporary closure of Dye Natatorium.</li> <li>b. Col. Ahron Hakimi, US Army Reserve, spoke about employer support of guard and reserve members and presented an award to Mayor Smith.</li> </ol> </li> </ol>	<p>Approved Consent Agenda Ni/Gr Ayes All</p>
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2. Presentation by Robert Phipps of Kern Council of Governments regarding the Regional Transportation Plan - Sustainable Communities.

**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  
 Ni/Gr Ayes All

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

Approved & Filed  
 Ni/Gr Ayes All

\*5. Special Event Application for the Heritage League 40<sup>th</sup> Birthday Celebration on July 4, 2013 – **APPROVED THE HERITAGE LEAGUE 40<sup>TH</sup> BIRTHDAY CELEBRATION SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY THE CITY ATTORNEY**

Approved The Heritage League 40<sup>th</sup> Birthday Celebration Special Event Application & Associated Street Closures Subject To Approval Of Insurance By The City Attorney  
 Ni/Gr Ayes All

\*6. Special Event Application and associated agreement for RV Peddler RV Show in Capital Hills – **APPROVED 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**

Approved The RV Peddler Special Event Application & Associated Street Closures Subject To Approval Of Insurance By The City Attorney & Authorize The Mayor To Sign The Associated Agreement  
 Ni/Gr Ayes All

**FINANCE DIRECTOR REPORTS**

\*7. Disbursements, bills, and claims for June 3, 2013, through June 12, 2013 – **AUTHORIZED PAYMENTS.**

Authorized Payments  
 Ni/Gr Ayes All

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

Received Report  
 Ni/Gr Ayes All

**UTILITY MANAGER REPORTS**

9. Proposed amendment to Tehachapi Municipal Code to provide responsibility for maintenance and repair of sewer laterals – **UTILITY MANAGER JON CURRY GAVE REPORT; MAYOR SMITH REQUESTED INFORMATION FOR PUBLIC HEARING; COUNCIL MEMBER WIGGINS ASKED FOR CLARIFICATION ON MAINTENANCE; INTRODUCED AN ORDINANCE AMENDING ORDINANCE NO. 636 AND TEHACHAPI MUNICIPAL CODE SECTION 8.44.020 TO PROVIDE RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SEWER LATERALS**

Introduced An Ordinance Amending Ordinance No. 636 & Tehachapi Municipal Code Section 8.44.020 To Provide Responsibility For Maintenance & Repair Of Sewer Laterals  
 Wi/Ni Ayes All

**POLICE CHIEF REPORTS**

10. Proposed ordinance establishing restrictions on use of tobacco and alcoholic beverages in designated public places – **POLICE CHIEF JEFF KERMODE GAVE REPORT; DARYL CHRISTENSEN, CITY RESIDENT, SPOKE ABOUT TOBACCO USE AT SPECIAL EVENTS; COUNCILMEMBER GRIMES ASKED ABOUT ADDING LANGUAGE TO ORDINANCE TO INCLUDE ALL PARKS UNDER JURISDICTION OF CITY;**

Introduced Ordinance Establishing Restrictions On Use Of Tobacco & Alcoholic Beverages In Designated Public Places  
 Gr/Wi Ayes All

**COUNCILMEMBER NIXON AGREES WITH COUNCILMEMBER GRIMES AND THE TOBACCO USE AT SPECIAL EVENTS; COUNCILMEMBER WIGGINS IS VERY HAPPY WITH ORDINANCE; COUNCILMEMBER ZAMUDIO SPOKE ABOUT OTHER CITY PARKS BEING INCLUDED; INTRODUCED ORDINANCE ESTABLISHING RESTRICTIONS ON USE OF TOBACCO AND ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC PLACES ADDING AN EXEMPTION FOR TOBACCO USE AT SPECIAL EVENTS AND ADDING ALL PARKS UNDER THE JURISDICTION OF CITY TO THE ORDINANCE**

**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 – **ADOPTED RESOLUTION NUMBER 26-13 AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 90-5184R, PROJECT NO. STPL-5184(020)**

**Adopted Res. No. 26-13  
Authorizing The Mayor To Sign  
And Execute Program  
Supplement Agreement No. 90-  
5184R, Project No. STPL-  
5184(020)  
Ni/Gr Ayes All**

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Nixon announced the Tehachapi Fly-In and Display event at the Tehachapi Airport.
2. Councilmember Grimes reported on the Public Safety Policy Committee meeting he attended last week.

**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**

The City Council/Boards adjourned at 7:21 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, July 1, 2013, at 6:00 p.m.

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

Approved this 1<sup>st</sup> day  
Of July, 2013.

\_\_\_\_\_  
PHILIP SMITH  
Mayor, City of Tehachapi

## MINUTES

**TEHACHAPI CITY COUNCIL SPECIAL MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY SPECIAL MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY SPECIAL MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION SPECIAL MEETING**

**Beekay Theatre  
110 South Green Street  
Monday, June 24, 2013 - 4:00 P.M.**

**NOTE:** Sm, Gr, Wi, Ni and Za are 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

<u>CALL TO ORDER</u>	
Meeting called to order by Mayor Smith at 4:00 p.m.	
<b><u>ROLL CALL</u></b>	
Roll call by City Clerk Denise Jones	
Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes and Nixon	
Absent: Councilmember Zamudio	
<b><u>PLEDGE TO THE FLAG</u></b>	
Led by Councilmember Grimes	
<b><u>BUSINESS</u></b>	
1. Five Year Preliminary Budget – CITY MANAGER GREG GARRETT INTRODUCED ITEM; FINANCE DIRECTOR HANNAH CHUNG GAVE REPORT; <b>DISCUSSED</b>	Discussed
2. Audience Comments On Agenda Items	
a. Charles White asked about expenditures for Train Depot, about income from event center and asked about LLD other operating charges.	
<b><u>ADJOURNMENT</u></b>	
The City Council adjourned at 5:37 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Special Meeting to be held on Monday, June 24, 2013, at 6:00 p.m.	

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

Approved this 1<sup>st</sup>day  
Of July, 2013.

\_\_\_\_\_  
PHIL SMITH  
Mayor, City of Tehachapi

## MINUTES

**TEHACHAPI CITY COUNCIL SPECIAL MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY SPECIAL MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY SPECIAL MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION SPECIAL MEETING  
BEEKAY THEATRE  
110 SOUTH GREEN STREET  
MONDAY, JUNE 24, 2013 – 6:00 P.M**

**NOTE:** Sm, Gr, Wi, Ni and Za are 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><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Zamudio</p> <p>Absent: None</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Mayor Pro-Tem Wiggins</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>FINANCE DIRECTOR REPORTS</u></b></p> <p>*1. Formal commitment of an amount of fund balance to be set aside specifically for emergency contingencies as required by the Governmental Accounting Standards Board Statement No. 54 (GASB54) – <b>ADOPTED RESOLUTION NUMBER 27-13 APPROVING THE CITY OF TEHACHAPI’S EMERGENCY CONTINGENCY COMMITMENT OF FUND BALANCE FOR THE GENERAL FUND AND REPEALING RESOLUTION NO. 22-12</b></p> <p>*2. Termination of audit services agreement with Teaman, Ramirez &amp; Smith due to inability to provide future services and approval of an agreement with Van Lant &amp; Fankhanel for future auditing services – <b>APPROVED THE TERMINATION OF THE AUDIT SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEAMAN, RAMIREZ &amp; SMITH AND APPROVED THE AGREEMENT BETWEEN THE</b></p>	<p>Approved Consent Agenda Gr/Wi Ayes All</p> <p>Adopted Res. No. 27-13 Approving The City Of Tehachapi’s Emergency Contingency Commitment Of Fund Balance For The General Fund And Repealing Resolution No. 22-12 Gr/Wi Ayes All</p> <p>Approved The Termination Of The Audit Services Agreement Between C.O.T. &amp; Teaman, Ramirez &amp; Smith &amp; Approved The Agreement Between C.O.T. &amp; Van Lant &amp; Fankhanel For Future Auditing Services</p>
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**ACTION TAKEN**

<p><b>CITY OF TEHACHAPI AND VAN LANT &amp; FANKHANEL FOR FUTURE AUDITING SERVICES</b></p>	<p>Gr/Wi Ayes All</p>
<p><b><u>CITY ENGINEERS REPORTS</u></b></p>	
<p>3. Tehachapi Police Department Bids – <b>CITY MANAGER GREG GARRET INTRODUCED ITEM; CITY ENGINEERING JAY SCHLOSSER GAVE REPORT; AWARDED THE TEHACHAPI POLICE DEPARTMENT PROJECT TO ASPEN BUILDERS, INC. IN THE AMOUNT OF \$2,880,537.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$144,026)</b></p>	<p>Awarded The Tehachapi Police Department Project To Aspen Builders, Inc. In The Amount Of \$2,880,537.00 &amp; Authorize The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$144,026)                  Gr/Za Ayes All</p>
<p><b><u>ASSISTANT CITY MANAGER REPORTS</u></b></p>	
<p>*4. Agreement with David Reed, dba Kingsmen Tractor for weed abatement services – <b>APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND DAVID REED, dba KINGSMEN TRACTOR FOR WEED ABATEMENT SERVICES SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY</b></p>	<p>Approved The Agreement Between C.O.T. &amp; David Reed, dba Kingsmen Tractor For Weed Abatement Services Subject To Review &amp; Approval By The City Attorney                  Gr/Wi Ayes All</p>
<p><b><u>CITY MANAGER REPORTS</u></b></p>	
<p>*5. Amendment to agreement with Van Lant &amp; Fankhanel, LLP for Transient Occupancy Tax Audit Services to extend the audit period from one to three years and increase the maximum cost per hotel from \$3000 to \$5000 – <b>APPROVED THE AMENDED AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND VAN LANT&amp;FANKHANEL, LLP AND AUTHORIZE THE MAYOR TO SIGN</b></p>	<p>Approved The Amended Agreement Between C.O.T. &amp; Van Lant&amp;Fankhanel, LLP &amp; Authorize The Mayor To Sign                  Gr/Wi Ayes All</p>
<p>6. The City Council held a special meeting on June 24, 2013 at 4:00 pm, on the five-year budget for Fiscal-Years 2013/14 through 2017/18 – <b>CITY MANAGER GREG MANAGER GAVE REPORT; ADOPTED RESOLUTION NUMBER 28-13 APPROVING AND ADOPTING THE CITY OF TEHACHAPI’S BUDGET FOR THE FISCAL YEAR 2013/14 AND PRELIMINARY BUDGET FOR FISCAL YEARS 2014/15, 2015/16, 2016/17 AND 2017/18</b></p>	<p>Adopted Res. No. 28-13 Approving &amp; Adopting The City Of Tehachapi’s Budget For The Fiscal Year 2013/14 And Preliminary Budget For Fiscal Years 2014/15, 2015/16, 2016/17 And 2017/18                  Wi/Ni Ayes All</p>
<p><b><u>ADJOURNMENT</u></b></p>	
<p>The City Council adjourned at 6:18 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, July 1, 2013, at 6:00 p.m.</p>	

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DENISE JONES  
City Clerk, City of Tehachapi

Approved this 1<sup>st</sup> day  
Of July, 2013.

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PHIL SMITH  
Mayor, City of Tehachapi



APPROVED

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

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

# COUNCIL REPORTS

MEETING DATE: JULY 01, 2013

AGENDA SECTION: CITY CLERK

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

**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:** JUNE 26, 2013

**SUBJECT:** SPECIAL EVENT APPLICATION – SAVOR THE FLAVOR

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## APPLICANT AND ORGANIZATION

Kim Nixon, Family Life Pregnancy Center

## EVENT DESCRIPTION

The event will be held on August 3, 2013 from 6 – 10 pm on Green Street from Tehachapi Blvd to F Street, in Centennial Plaza and throughout the parking lot east of Centennial Plaza to South Robinson Street. This event is open to the public.

## APPLICANT REQUESTS

- Closure of Green Street from Tehachapi Blvd to F Street from 7 am on Saturday Aug 3<sup>rd</sup> – noon on Sunday Aug 4<sup>th</sup>.
- Volunteers in Policing for crowd control and security.
- No parking signs posted on Friday, Aug 2<sup>nd</sup> from 10 pm – Sunday Aug 4<sup>th</sup> at noon.
- Reserve parking spots on Robinson Street between City Hall & the Chevron Station and on F Street in front of Marty Pay Insurance from Aug 3<sup>rd</sup> – Aug 4<sup>th</sup>.
- 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.

Police Department: VIPS will be made available to help monitor the crowd and to provide assistance. However, the event holder will need to hire private security.

Building Inspector: See Attached Conditions of Approval for Proposed Open-Air Special Events

**RECOMMENDATION**

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

Conditions of Approval for Proposed  
Open-Air Special Events

1. All exit pathways to the public way (streets) to be a minimum of 48 inches wide, Fire Department requires a 20 foot access aisle (see K.C. Fire for location),  
*(California Building Code sections 108.2, 602, 3103.1, 3103.4, Title 19)*
2. All cloth structures over 400 square feet to be fire treated and have a State Fire Marshall tag. "Easy-ups" and other cloth canopies less than 400 sf are not required to be treated unless placed together to form a canopy 400sf or larger,  
*(California Building Code sections 3105.4, Title 19)*
3. All cooking appliances with open flames to be a minimum of 10 feet from structures and shall have a type "2A10BC" fire extinguisher on hand,  
*(California Title 19)*
4. Electrical wiring shall be protected from damage and electrical systems shall be grounded. Electrical outlets shall be GFI protected,  
*(California Electrical Code section 240.13)*
5. No vehicles (other than PW maintenance vehicles) shall be allowed to drive around within the event grounds during the time the event is being attended by the public,  
*(California Building Code section 3103.4)*
6. Call 822-2200, ext. 116, and arrange for inspection of the site prior to opening the event to the public.

JH Hasselbrink  
Chief Building Inspector  
City of Tehachapi

Kern County Fire Marshall  
661-391-7000



APR 17 2013

Live Up. City of Tehachapi

### SPECIAL USE/EVENT APPLICATION

Organization Family Life Pregnancy Center

Event Contact Kele Main or Kim Nixon Phone Number 823-8255

Address 112 South Curry Street

City Tehachapi State CA Zip Code 93561

E-mail Address flpcteh@sbcglobal.net

Event Name Savor The Flavor  
Faste of Tehachapi 2013

Event Location Centennial Plaza + Paseo

Event Date(s) August 3<sup>rd</sup>, 2<sup>nd</sup> + 4<sup>th</sup> Event Time(s) 6-10 pm + set up and Clean up.  
*set up + cleanup*

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

Set up / delivery on ~~Fri. 8/2~~ after 6:00 p.m., Sat. 8/3 set up begin @ 7:00 event doors open @ 5:30, done @ 11:00 Sun. Clean up by 12:00.

Food + wine tasting, jazz music, Silent Auction + Tehachapi Pavilion tent all possibilities.

Reserve parking space on Robinson between C.H. + gas station 8/3-8/4 @ 8:00 AM

Reserve parking space on F St. in front of Marty Jay Ins 8/3-8/4

Is the event open to the Public?  Yes  No *by ticket sale only / Tehachapi Savor Club members.*

Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? fundraising for non-profits

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No *by caterer license only*

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

\* Friday Post No Parking in Centennial Plaza + Green Street beginning at 10pm thru Sunday @ noon. Close Green St. by 7:00 AM 8/3

*emailed 6/3/13*

Event Name

Jazz of Lehigh Valley 2013

Event Date(s)

Aug. 2-4, 2013

**Please Describe How The Following Will Be Accomplished:**

Street Barricades City Staff (if closures approved)

Traffic Control \_\_\_\_\_

Crowd Control VIPS if available

Utility Services: Water, Sewer, Electric in Centennial Plaza

Lights \_\_\_\_\_

Dust Control \_\_\_\_\_

Site Clean-up & Maintenance volunteers

Security VIPS - please advise if private sec is needed

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 understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190.62 for the first call out of the day) and is subject to change.

I 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

Karin Aylon

Date

4-17-13

**Office Use Only**

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

\_\_\_\_\_

Time

\_\_\_\_\_

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A	<input type="checkbox"/>	HD
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BL	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	F	<input type="checkbox"/>	C

Notes

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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.
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3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
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ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

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

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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.

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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.

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.

Sam E. Nixon  
Applicant Signature  
4/17/13  
Date

Vendor List

## Taste of Tehachapi 2013

<u>Restaurant</u>	<u>Contact</u>	<u>Address</u>	<u>Phone</u>	<u>Email</u>
Don Juan's Grill	Yolanda Acevedo	20700 South Street	822-6612	<a href="mailto:donjuansgrill@bak.rr.com">donjuansgrill@bak.rr.com</a>
Don Perico	Jose Guevara	840 Tucker Road	822 5366	
Edelweiss Deli	Andy/Tisch Matt	20324 Valley Blvd	822 6511	
Kohnen's Country Bakery	Colleen	125 W. Tehachapi Blvd.	822-3350	<a href="mailto:baker@kohnenscountrybakery.com">baker@kohnenscountrybakery.com</a>
Red House BBQ	Mano Lovan	246 E. Tehachapi Blvd.	822-0722	
Carlos Donuts	Carlos Castellanos	20011 Valley Blvd. #C	809-8936	
Apple Shed	Mary Lou Vachon	333 E. Tehachapi Blvd.	823-8333	
City Folks Ranch	Terry Lopez	22265 Delta Ct.	301 4555	<a href="mailto:cityfolksranch@yahoo.com">cityfolksranch@yahoo.com</a>
Ichiban		675 Tucker Rd	822 9888	<a href="mailto:chuckchen1983@foxmail.com">chuckchen1983@foxmail.com</a>
Kasagiri	Jon	128 East 'F' Street	822-7533	
Moessner Farm	Mike	25000 Bear Valley Road	821 6272	<a href="mailto:mikemoessner@hotmail.com">mikemoessner@hotmail.com</a>
Pacino's Spaghetti Factory	Frank Spaccarelli	1100 W Tehachapi Blvd.	822 9400	<a href="mailto:FSpaccarelli@aol.com">FSpaccarelli@aol.com</a>
TK's Pizza & Pasta	Travis Bullardwolf	640 W Tehachapi Blvd #B	822 8366	<a href="mailto:usmcwolf22@yahoo.com">usmcwolf22@yahoo.com</a>
Wine & Cheese Cellar	Yolanda & Juan	695 Tucker Rd #C	805 5986	<a href="mailto:debkjarrett@yahoo.com">debkjarrett@yahoo.com</a>
Downtown Yogurt	Candi Smith	117 E 'F' St.	822 4000	
Jave Loop	Kim	20001 W. Valley Blvd.	822-9987	
La Bella Amore	Cathie Sibley	209 S. Green St	822 7419	

Linda's Cakes n Things	Linda Pettitt	822 1122	<a href="mailto:lindacake@sbcglobal.net">lindacake@sbcglobal.net</a>
Petra's	Abraham & Lune	822 1900	200 S. Green St
Primo Burger	Barbie Tacadena	972 7403	118 E 'F' St
Weiser Family Farms	Alex Weiser	310 930 0903	11346 White Cloud Dr. <a href="mailto:aweiser422@msn.com">aweiser422@msn.com</a>

<u>Winery/Brewery</u>	<u>Contact</u>	<u>Address</u>	<u>Phone</u>	<u>Email</u>
AV Winery/Donato Family	Cyndee Donato	42041 20 <sup>th</sup> St. W, Lancaster 93534	722 0145	<a href="mailto:wines@avwinery.com">wines@avwinery.com</a>
Autry Cellars	Steve Autry	835 Capitol 10 Way #3, San Luis 93401	805 546 8669	
B & E Vineyard	Patti Bello	10,000 Creston Rd, Paso Robles 93446	805 238 4815	<a href="mailto:bevineyard@aol.com">bevineyard@aol.com</a>
Classic Wines of California	John Stipicevich	P O Box 429, Ceres 95307	805 709 0229	
Calcareous Vineyards		3430 Peachy Canyon Rd, Paso Robles 93446		
Derby Wine Estates	Katie Kanphantha	5620 East Hwy 46, Paso Robles 93446	805 238 6300	<a href="mailto:katie@derbywineestates.com">katie@derbywineestates.com</a>
Judd Family Vineyards	Jim or Janis	2850 Ranchita Cyn Rd, San Miguel 93451	805 467 2891	
Opolo Vineyards	David	7110 Vineyard Dr, Paso Robles 93446	805 484 0413	<a href="mailto:davidn@opolo.com">davidn@opolo.com</a>
Oso Libre Winery	Paul Marmolejo	7383 Vineyard Dr, Paso Robles 93446	805 227 0286	<a href="mailto:paul@osolibre.com">paul@osolibre.com</a>
Stacked Stone	Donald Thiessen	1525 Peachy Canyon Rd, Paso Robles 93446	805 238 7872	
Ranchita Canyon Vineyard	Teresa Hinrichs	3439 Ranchita Cyn, San Miguel 93451	805 467 9448	
Rio Seco Vineyard & Winery	Carol	4295 Union Rd, Paso Robles 93446	805 237 8884	<a href="mailto:info@riosecowine.com">info@riosecowine.com</a>
Roxo Port Cellars	Kim Steele	810 11 <sup>th</sup> St, Paso Robles 93446	805 464 0922	<a href="mailto:kim@roxocellars.com">kim@roxocellars.com</a>
Souza Family Vineyards	Patty Souza	26877 Cummings Valley Rd	822 9233	<a href="mailto:tigerhawk3@aol.com">tigerhawk3@aol.com</a>

Advance Beverage Co	Dennis Muleady	5200 District Blvd., Bakersfield 93309	833 3783	<a href="mailto:dennis.muleady@adance...">dennis.muleady@adance...</a>
Triassic Legacy Vineyards	Melissa Fontana	25101 Bear Valley Rd #361	342 2114	<a href="mailto:melissa@triassiclegacy.com">melissa@triassiclegacy.com</a>
Vino Robles, Inc	Han Nef	P O Box 699, Paso Robles 93447	805 227 4812	
Vista Del Rey Vineyards	Dave King	7340 Drake Rd, Paso Robles 93446	805 467 2136	<a href="mailto:kingzm@tcsn.net">kingzm@tcsn.net</a>
Cantara Cellars	Chris Brown	126 N. Wood Rd. #104, Camarillo 93010	805 484 9600	<a href="mailto:cbrown@cantaracellars.com">cbrown@cantaracellars.com</a>
Christian Lazo Wines	Guadalupe Lazo	840 13 <sup>th</sup> St. #F, Paso Robles 93446	805 226 8820	<a href="mailto:orders@christianlazowines.com">orders@christianlazowines.com</a>
Croad Vineyards	Martin Croad	3550 Vinedo Robles Ln, Paso Robles 93446	805 226 9899	<a href="mailto:wine@croadvineyards.com">wine@croadvineyards.com</a>
Las Flores Winery	Cody Flores	8281 Road 234, Terra Bella 93270	559 535 4628	<a href="mailto:cody@lasfloreswinery.com">cody@lasfloreswinery.com</a>
Willow Springs Winery				
J & J Cellars	Betty Walker	2850 Ranchita Cyn Rd, San Miguel 93451	805 467 2891	<a href="mailto:info@JJCellars.com">info@JJCellars.com</a>
Ramos Torres Winery	Fabian Schwin	2003 First St. #100, Selma 93662	559 891 0237	<a href="mailto:fabian@ramosstorres.com">fabian@ramosstorres.com</a>





APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

# COUNCIL REPORTS

MEETING DATE: JULY 01, 2013      AGENDA SECTION: CITY CLERK

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

**FROM:**                ASHLEY WHITMORE, DEPUTY CITY CLERK

**DATE:**                JUNE 26, 2013

**SUBJECT:**            SPECIAL EVENT APPLICATION – HERITAGE LEAGUE’S STEP BACK IN TIME

---

**APPLICANT AND ORGANIZATION**

Charles White, Tehachapi Heritage League

**EVENT DESCRIPTION**

The event will be held on July 27, 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**

MAY 29 2013

City of Tehachapi



TEHACHAPI  
CALIFORNIA

Live Up.

### 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 charlesewhite@sbcglobal.net

Event Name Step Back in Time

Event Location 310 Green St. Tehachapi Museum/Errea House

Event Date(s) July 27, 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 8 AM for set up activity.  
Activities: displays and demonstrations of crafts  
and household items from late 19th & early 20th  
centuries such as: canning, quilting, butter  
churning.

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? Museum operations

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

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

*emailed  
6/11/13*

Event Name

Step Back Time

Event Date(s)

July 27, 2013

**Please Describe How The Following Will Be Accomplished:**

Street Barricades Provided by city

Traffic Control N/A

Crowd Control N/A

Utility Services: Water, Sewer, Electric N/A

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance Provided by Tehachapi Heritage League members

Security N/A

Site Facilities N/A

Health Dept. N/A

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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

Charles E. White

Date

5/29/13

**Office Use Only**

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

<input checked="" type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input checked="" type="checkbox"/> CD	<input checked="" type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input checked="" type="checkbox"/> BI	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes

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Charles J. White  
Applicant Signature

5/29/13  
Date



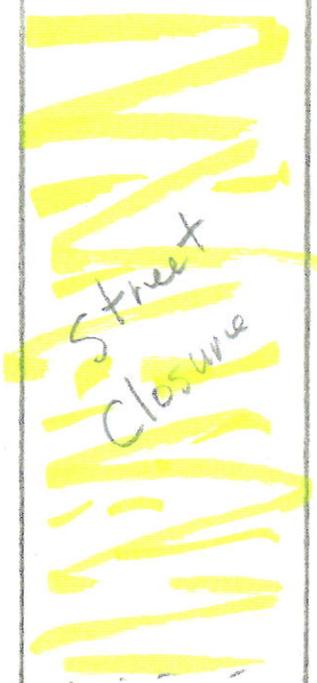
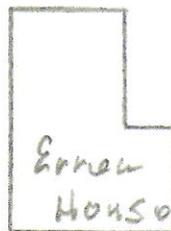
D Street

Green St.

Alley



Alley



Street Closure

E Street

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
 Printed: 6/25/2013 - 4:37 PM



		Check Amount
Check No:	0 Check Date:	
Vendor:	0015 211 Praxair Distribution Inc.	
46147014	PW\acetylene	125.95
		<hr/> 125.95
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories, Inc.	
B146468	Wtr\Samples Highline Resv & Minton Well	50.00
B146468-1	Wtr\Samples 309 E I St & 1199 Cyn Dr W	36.00
B146482	Wtr\Samples Curry Resv	15.00
B146722	Wtr\Samples Curry Resv	15.00
B146959	Wtr\Samples Curry Resv & Curry Well	75.00
B146959-1	Wtr\Samples Hickory Fig & Mulberry	36.00
B147367	Swr\samples/WWTP headworks	325.00
B147614	Wtr\samples/Mojave-Dennison Wells	30.00
		<hr/> 582.00
Check No:	0 Check Date:	
Vendor:	0041 Benz Propane Company, Inc.	
238223523	Strts\yard bottles	81.82
		<hr/> 81.82
Check No:	0 Check Date:	
Vendor:	0182 P&J Electric	
4504	Swr\electrician hours/service/trbl shoot scum pu	586.97
		<hr/> 586.97
Check No:	0 Check Date:	
Vendor:	0193 Hach Company	
8320572	Swr\Pocket Cirmtr II Nitrate System	486.98
		<hr/> 486.98
Check No:	0 Check Date:	
Vendor:	0241 Kern Bros. Trucking, Inc.	
63410	Wtr\road base	587.76
		<hr/> 587.76
Check No:	0 Check Date:	
Vendor:	0248 Klein's Fire Protection & Extinguisher Service	
11525	PW\Annual Service	813.27
11526	Wtr\Annual Service	367.34
11527	Swr\Annual Service	96.25
11528	Air\Annual Service	141.25
11529	GG\Annual Service	68.75
11536	PD\Annual Service	173.06
		<hr/> 1,659.92

Check No:	0	Check Date:		
Vendor:	0260	Liebert Cassidy Whitmore		
166495		GG\legal svcs through 5/31/13		220.00
				<hr/>
				220.00
Check No:	0	Check Date:		
Vendor:	0300	Mission Linen & Uniform Service		
140170284		PW\linen maintenance		87.42
140170285		Swr\dust mop & mats		35.09
140171681		PW\linen maintenance		92.22
140171682		Swr\dust mop & mats		35.09
140173086		PW\linen maintenance		87.42
140173087		PW\dust mop & mats		35.09
140174475		Wtr\dust mop & mats		35.09
S140166199		PW\cov-twl		17.00
				<hr/>
				424.42
Check No:	0	Check Date:		
Vendor:	0304	Mojave Sanitation		
2162478		Swr\3 yd bin & fees		129.96
2162840		Swr\Storage container		85.00
2163879		PW\rolloff service & fees		526.59
2163884		PW\rolloff service scale over weight & fees		1,049.43
2165535		Refuse-Trailer large truck charges		408.57
				<hr/>
				2,199.55
Check No:	0	Check Date:		
Vendor:	0362	RSI Petroleum Products		
0262413		PW\fuel		804.90
0262760		PW\fuel		1,349.67
				<hr/>
				2,154.57
Check No:	0	Check Date:		
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law		
0625131		A/legal svcs-extra/May 29 through June 24 201:		432.00
0625132		Swr/legal svcs-extra/May 29 through June 24 20		348.00
0625133		Wtr/legal svcs-extra/May 29 through June 24 20		162.00
0625134		GG/legal svcs/May 29 through June 24 2013		300.00
0625135		GG/legal svcs/May 29 through June 24 2013		4,674.00
0625136		2% PERSM1 Employee Contribution June		-118.33
				<hr/>
				5,797.67
Check No:	0	Check Date:		
Vendor:	0424	Greater Tehachapi Chamber of Commerce		
6968		Council\Monthly Chamber Luncheon		45.00
				<hr/>
				45.00
Check No:	0	Check Date:		
Vendor:	0429	Tehachapi Valley Healthcare		
309403		GG\physical exam CThompson		156.46
309503		GG\physical exam AMokhtar		156.46
				<hr/>
				312.92
Check No:	0	Check Date:		
Vendor:	0431	Tehachapi News		
13148800		GG\Seasonal Laborer ad		90.00
13163952		GG>Weed Abatement ad		80.00

13168336	GG\Adopt-a-Flag ad	80.00
13176884	GG\City Council Drainage Benefit ad	33.75
13176920	GG\City Council Landscape & Lighting ad	32.50
		<hr/>
		316.25
Check No:	0 Check Date:	
Vendor:	0441 Vulcan Materials Company	
381137	Wtr\asphalt	419.25
		<hr/>
		419.25
Check No:	0 Check Date:	
Vendor:	0450 USA Bluebook	
976390	Sump coupler parts	154.41
978110	Swr\Replacement sample pans for A&D	111.32
		<hr/>
		265.73
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
127533-2	GG\clear desk cover	30.41
127738-0	Swr\shipping charge mailing box & bubbles	206.43
127850-0	GG\pens paper tabs	96.73
127857-0	GG\ink cartridge	37.40
127907-0	PW\ink for fax machine staples binders markers	66.38
127919-0	GG\folders paper pens sharpie marker clips	310.10
127937-0	Air\hand towels & tissue	157.17
127959-0	GG\files tape scissors pencil pouch holder	37.59
		<hr/>
		942.21
Check No:	0 Check Date:	
Vendor:	0503 Coastline Equipment	
136122	PW\tooth	44.16
137186	PW\tooth	154.57
		<hr/>
		198.73
Check No:	0 Check Date:	
Vendor:	0525 All American Tire & Service Center LLC.	
35537	Constr\flat repair	20.00
		<hr/>
		20.00
Check No:	0 Check Date:	
Vendor:	0543 BSE Rents	
559769	GG\Forklift rental delivery & pickup chgs	48.38
559791	GG\Forklift rental for street light work	1,031.14
559993	Constr\Wel-For 54405 Electrode Holder	94.22
CR 15814	Credit Memo-Forklift rental Inv #559791	-377.30
		<hr/>
		796.44
Check No:	0 Check Date:	
Vendor:	0560 Kern Machinery	
78865	Swr\chute belt spring shield bumper	198.63
		<hr/>
		198.63
Check No:	0 Check Date:	
Vendor:	0567 Microflex	
1365769	Swr\SafeGrip gloves	194.09
1365769-1	Swr\Latex gloves	194.09

			Check Amount
			388.18
Check No:	0	Check Date:	
Vendor:	0585	Terry J. Warsaw, M.D.	
36933		GG\Physical exam AMokhtar	150.00
			150.00
Check No:	0	Check Date:	
Vendor:	0620	Mountain Gardens Nursery	
46543		WWTP\plants for landscaping	295.63
			295.63
Check No:	0	Check Date:	
Vendor:	0656	Blue Tarp Financial, Inc.	
28374321		Swr\Northern Tool - Mail Order	810.20
			810.20
Check No:	0	Check Date:	
Vendor:	0689	Pioneer True Value Home Center	
62694		Wtr\yard concrete rental & deposit	229.00
62698		Wtr\return deposit	-100.00
			129.00
Check No:	0	Check Date:	
Vendor:	0817	Kimball Midwest	
2991846		PW\extr set sockets nuts washers screws	504.94
			504.94
Check No:	0	Check Date:	
Vendor:	1032	Jack Davenport Sweeping Services, Inc.	
97120		Strts\Sweeping Service for May	8,640.00
			8,640.00
Check No:	0	Check Date:	
Vendor:	1055	Mercury Graphics	
4334		GG\color vinyl decals for flag sponsors	40.31
4334-1		GG\vinyl cut & applied to window AWhitmore	26.88
4340		"Up" presentation folders insert stationary letterf	3,444.17
			3,511.36
Check No:	0	Check Date:	
Vendor:	1143	Eppico Industrial Supply	
204096		Strts\18" Safety Cones	229.40
			229.40
Check No:	0	Check Date:	
Vendor:	1211	Cal-Valley Equipment	
1247812		PW\curb hose	75.96
1248057 CR		PW\curb hose - Credit	-75.96
1248058		PW\whip hose curb	65.45
1248058-1		Landscape\tool set	86.25
			151.70
Check No:	0	Check Date:	
Vendor:	1233	Servicemaster of Tehachapi	
1003		GG\carpet cleaning	750.00
1003-1		PD\carpet cleaning	750.00

		Check Amount
		1,500.00
Check No:	0 Check Date:	
Vendor:	1286 M&M's Sports Uniforms & Embroidery	
28774	Public Benches Bronze Plaque	233.60
		233.60
Check No:	0 Check Date:	
Vendor:	1413 Kern Turf Supply, Inc.	
318756	Wtr\parka 2" 44wx30'h	221.37
318842	Lndscp/maxicom gold gsp 1yr trial/mc2 comput	5,375.00
318934	Sump pvc pipes elbows bushing adapter valves	1,293.15
		6,889.52
Check No:	0 Check Date:	
Vendor:	1505 Benz Construction Services	
2164714	PW\Toilet Rental & svc	55.02
2165296	Safety Ctr\Toilet Rental & svc	55.02
		110.04
Check No:	0 Check Date:	
Vendor:	1801 HD Supply Waterworks, LTD	
9724150	Wtr\brass	205.56
9770526	Wtr\clamps & bushings	728.59
B073998	Swr\pvc pipes	1,034.04
		1,968.19
Check No:	0 Check Date:	
Vendor:	1947 Tehachapi Lawn and Garden	
06062013	Swr\Gatorline	36.53
06062013-1	Wtr\kwik loader	34.39
06102013	PW\belt for crafts rider	27.94
06112013	PW\trimmer line	33.58
06112013-1	Swr\trimmer line	33.59
5047	PW\trimmer head kwik loader & oil case	196.74
		362.77
Check No:	0 Check Date:	
Vendor:	1981 Duke's Root Control, Inc.	
9242	Swr\6" pipe sewer root control/8" pipe sewer cor	6,541.26
		6,541.26
Check No:	0 Check Date:	
Vendor:	1982 SSD Systems	
993758-A	Wtr\Alarm svcs 5/28-31 & 6/1-6/30/13	66.62
993794-A	Wtr\Alarm svcs 5/31 & 6/1-6/30/13	50.58
995325-A	GG\Alarm svcs 7/1 - 7/31/13	294.00
		411.20
Check No:	0 Check Date:	
Vendor:	2052 Thomas G. Garrett	
05192013	GG\reimbursement for valet chgs	20.00
		20.00
Check No:	0 Check Date:	
Vendor:	2111 Swift Napa Auto Parts	
769000	PW\rocker switch	16.10

775197	Air\DA sign repair	98.89
779188	PW\dist cap rotor & deposit	220.17
779194	PW\fuel filter	24.18
779197	PW\air flow sensor cleaner	12.88
779333	PW\chuck	14.50
779499	Wtr\blue def gal	11.60
780293	PD\Battery & core deposit	129.53
780922	PW\antifreeze coolant	168.86
780942	PW\oil & fuel filters	205.26
		<hr/>
		901.97
Check No:	0 Check Date:	
Vendor:	2134 Ferguson Enterprises Inc	
9449436	Utility Dept office expansion materials	405.45
		<hr/>
		405.45
Check No:	0 Check Date:	
Vendor:	2147 Coffee Break Service, Inc.	
196422	GG\coffee & supplies	183.80
196538	GG\coffee cups	118.27
		<hr/>
		302.07
Check No:	0 Check Date:	
Vendor:	2200 Argo Chemical	
1305154	Wtr\Argo-Chlor Sol	1,001.17
1306094	Wtr\Argo-Chlor Sol	1,097.77
		<hr/>
		2,098.94
Check No:	0 Check Date:	
Vendor:	2472 All Weather Inc.	
658161-1	Air\Annual AWOS Maintenance	6,000.00
		<hr/>
		6,000.00
Check No:	0 Check Date:	
Vendor:	2636 High Desert Wireless Broadband Communicatio	
20286	GG\equip for Colorado Pickup for Engineer	1,657.21
		<hr/>
		1,657.21
Check No:	0 Check Date:	
Vendor:	2670 Rich Enviromental Service	
49821	PW\Annual Vapor Test-Static Leak Decay Test	300.00
		<hr/>
		300.00
Check No:	0 Check Date:	
Vendor:	2751 Control Fire Protection, Inc.	
64890	Beekay\serviced backlog preventer & flushed ou	850.00
		<hr/>
		850.00
Check No:	0 Check Date:	
Vendor:	2752 Fastenal Company	
CATEH1721	Swr\BG86110/XL Glv Pr	17.19
CATEH1791	Swr\corded earplugs	37.18
CATEH1810	Lndscp/end lap rpr	164.48
CATEH1817	Wtr\hardhats	99.18
CATEH1905	Swr\orange vest	36.02
		<hr/>
		354.05

Check No:	0	Check Date:		
Vendor:	2807	Denise Gutierrez-Brown		
06112013		PD\Training in Fontana-Meals		11.71
06112013-1		PD\Training in Fontana-Registration		25.00
06112013-2		PD\Training in Fontana-Mileage Reimb		81.58
				<hr/>
				118.29
Check No:	0	Check Date:		
Vendor:	2874	Department of Justice, Accounting Office		
974528		Wtr\fingerpint apps-interns		64.00
974528-1		PW\fingerpint apps-interns		96.00
974528-2		PW\fingerpint apps-intern		32.00
976102		PD\fingerpint apps-FBI-child abuse index		308.00
				<hr/>
				500.00
Check No:	0	Check Date:		
Vendor:	2892	Mountain Maintenance Group, Inc.		
4553		GG\City Hall cleaning 6/3-6 10-13		640.00
4553-1		PD\cleaning 6/2-6 9-13		750.00
4553-2		Depot\cleaning 6/6-10 13-17		500.00
4553-3		Airport\cleaning 6/6 & 14		170.00
4553-4		WWTP\cleaning 6/8 11 & 14		255.00
				<hr/>
				2,315.00
Check No:	0	Check Date:		
Vendor:	2981	Burke, Williams & Sorenson, LLP		
167245		Professional Services Rendered re AD89-3		735.00
				<hr/>
				735.00
Check No:	0	Check Date:		
Vendor:	3173	Soto Tire & Wheels		
06142013		PD\new tire for TE23		155.00
				<hr/>
				155.00
Check No:	0	Check Date:		
Vendor:	3174	Tehachapi Auto Glass		
4866		PD\install new door glass on TE01		164.13
				<hr/>
				164.13
Check No:	0	Check Date:		
Vendor:	3217	Office Depot		
661211331001		PD\copy paper & envelopes		87.45
661211331001-1		PD\plates & napkins		33.42
				<hr/>
				120.87
Check No:	0	Check Date:		
Vendor:	3219	Seifel Consulting, Inc.		
11446		GG\RDA Dissolution Services for May		1,013.37
				<hr/>
				1,013.37
Check No:	0	Check Date:		
Vendor:	3281	Statewide Safety & Signs, Inc.		
4387		Strts\various signs		676.18
				<hr/>
				676.18
Check No:	0	Check Date:		
Vendor:	3294	Lewis Barricade		

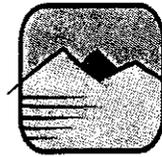
1307053	Strts/repair labor for message board	300.00
		<hr/>
		300.00
Check No:	0 Check Date:	
Vendor:	3355 Got Weeds?	
333	Air/maintenance & starthistle removal	690.00
		<hr/>
		690.00
Check No:	0 Check Date:	
Vendor:	3370 Information Technology Services	
4004	PD\CJIS Access Fee-April May June	210.00
		<hr/>
		210.00
Check No:	0 Check Date:	
Vendor:	3455 Tehachapi Tourism Commission	
102 RI	GG\half of total amt for promotional "give-away	280.00
		<hr/>
		280.00
Check No:	0 Check Date:	
Vendor:	3503 Hercules Incorporated	
130347093	Swr\Praestol K 148 L IBC 1000L	3,731.96
		<hr/>
		3,731.96
Check No:	0 Check Date:	
Vendor:	3528 Grace Benedict	
06182013	GG\Costo Reimb-Kitchen Supplies	33.53
		<hr/>
		33.53
Check No:	0 Check Date:	
Vendor:	3529 Momar Incorporated	
A30819	PW\Tube Case	484.71
		<hr/>
		484.71
Check No:	0 Check Date:	
Vendor:	3561 Lisa Wise Consulting Inc.	
1691	Gen Plan Update\Zoning Code svcs	12,560.00
1692	Gen Plan Update\Housing Element svcs	930.00
		<hr/>
		13,490.00
Check No:	0 Check Date:	
Vendor:	3580 Sierra Vista Apartments	
06052013	Cherry Ln Wtr Break\Unit #8 Brighthouse bill	158.54
		<hr/>
		158.54
Check No:	0 Check Date:	
Vendor:	3596 Kern Medical Center	
06102013	PD\Evidence Exam Case #13-03-0436	856.90
06102013-1	PD\Evidence Exam Case #12-03-0261	856.90
		<hr/>
		1,713.80
Check No:	0 Check Date:	
Vendor:	3597 Susan Burt Photography	
13023	GG\Photo shoot-Cherry Picking	100.00
		<hr/>
		100.00
Check No:	0 Check Date:	
Vendor:	3598 Commission on POST	

06052013	PD\POST Training-unallowable costs	2,515.00
		<hr/>
		2,515.00
Check No:	0 Check Date:	
Vendor:	3600 Tehachapi Mountain Vineyard	
06202013	Water\Refund deposit less charges	377.99
		<hr/>
		377.99
Check No:	0 Check Date:	
Vendor:	3601 Valley Industrial Specialties, Inc.	
196095	Depot\inside cover assy	202.90
		<hr/>
		202.90
Check No:	0 Check Date:	
Vendor:	3602 TotalFunds by Hasler	
11626107	GG\Postage	599.04
		<hr/>
		599.04
		<hr/>
	Date Totals:	94,824.76
		<hr/>
		<hr/>
	Report Total:	94,824.76
		<hr/>
		<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
 Printed: 6/24/2013 - 3:12 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	38300	Check Date: 06/24/2013	
Vendor:	3246	Robert Haggard	
05292013		Hotdog Fest Entertainment "The Time Machine"	300.00
			<hr/>
			300.00
Check No:	38301	Check Date: 06/24/2013	
Vendor:	0300	Mission Linen & Uniform Service	
140159098		Swr\dust mop & mats	35.09
140160511		Swr\dust mop & mats	35.09
140161901		Swr\dust mop & mats	35.09
140163284		Swr\dust mop & mats	35.09
140164684		Swr\dust mop & mats	35.09
140167519		Swr\dust mop & mats	35.09
140168912		Swr\dust mop & mats	35.09
S140166199		PW\cov twl	17.00
			<hr/>
			262.63
			<hr/>
Date Totals:			562.63
			<hr/> <hr/>
Report Total:			562.63
			<hr/> <hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
 Printed: 6/20/2013 - 1:30 PM



			Check Amount
Check No:	38294	Check Date: 06/20/2013	
Vendor:	1851	AT&T	
06102013		Cherry Ln wtr break claim\Vanwey phone	63.14
			63.14
Check No:	38295	Check Date: 06/20/2013	
Vendor:	2963	AT&T	
4414742		GG\City Hall Line 1	453.41
4414743		Swr\WWTP Office	104.08
4414744		Swr Lift Station\1007 W Teh Blvd	15.93
4414745		GG\City Hall Fax	60.26
4414746		Air\AWOS	15.62
4414747		PW\DSL Fax	30.67
4414748		Air\Fuel System	15.93
4414751		Swr\SCADA	85.92
4415265		GG\Pinon Fax	15.62
4415542		PD\Breathalyzer Machine	15.93
4415608		Depot	46.97
4415924		LLD\1002 Applewood-Autodialer @ sump	15.95
4426440		PD\T1 Line	306.42
4439056		PD\Subscriber Access Line	179.34
			1,362.05
Check No:	38296	Check Date: 06/20/2013	
Vendor:	0395	The Gas Company	
06122013		PD\129 E F St	46.45
06142013		Air\409 Bryan Ct	26.66
06142013-1		GG\200 W Teh Blvd	18.75
06142013-2		PW\100 Commercial Way	34.58
06182013		GG\108 Pinon St	24.81
			151.25
Check No:	38297	Check Date: 06/20/2013	
Vendor:	0332	Petty Cash	
0011		PW\confined space mtg-lunch Dale	12.00
0012		PW\confined space mtg-lunch Larry	12.00
0013		PW\confined space mtg-lunch Joe	12.00
0014		PW\confined space mtg-lunch Josh	11.42
03202013		Fin\meals	10.34
03252013		GG\photo frame for Passport fee list in lobby	11.81
05072013		GG\Notary service	10.00
161709		PD\Notary service	10.00
442987		GG\Xmas party lunch	36.51
449658		GG\Notary service	20.00
500927		GG\plates	13.03
712348		GG\Utility Mtg-Carlos Donuts	11.50
808224		GG\photo for wall	2.14

89	GGACWA/JPIA mtg-lunch	12.08
953302	GG\Eureka room pictures	7.33
977690	GG\Eureka room pictures	6.83

198.99

Check No: 38298 Check Date: 06/20/2013  
 Vendor: 3599 Pat Seamount  
 06202013 Hotdog Fest Entertainment "Out of the Blue"

300.00

300.00

Check No: 38299 Check Date: 06/20/2013  
 Vendor: 0372 Southern California Edison  
 06152013 Strts\800 S Curry St #A

44.01

44.01

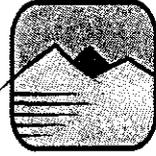
Date Totals: 2,119.44

Report Total: 2,119.44

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
Printed: 6/19/2013 - 3:31 PM



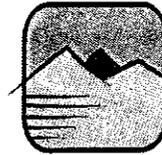
CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	38273	Check Date: 06/19/2013	
Vendor:	0332	Petty Cash	
06192013		Petty Cash-Farmer's Market change	60.00
			<u>60.00</u>
		Date Totals:	60.00
			<u><u>60.00</u></u>
		Report Total:	60.00
			<u><u>60.00</u></u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 6/19/2013 - 8:25 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	38270	Check Date: 06/19/2013	
Vendor:	0433	Tehachapi Recycling, Inc.	
6032013		Recycling contract	14,426.36
			14,426.36
Check No:	38271	Check Date: 06/19/2013	
Vendor:	0434	Tehachapi Sanitation	
6012013		Kern County gate fees	14,417.72
6022013		Refuse contract	67,214.63
			81,632.35
Check No:	38272	Check Date: 06/19/2013	
Vendor:	2940	U.S. Bank Corporate Payment System	
00000004		Wtr\tire repair	10.00
000001		GG/meals/speaking @ Stallion	35.00
000010		GG/meals/TVRPD mtng	35.00
007658790		CD\Adobe Photoshop	149.99
032820		GG\EKEA meeting	88.10
04222013		GG\advertising	35.00
042313		PD\annual dues/JKermode	120.00
042513		PD/PODS/rental equipment	160.18
04252013		KCAC Dinner	1,651.75
04267533 1		PD/trophies/KC Memorial Explorers	-15.30
04267533 2		PD/trophies/KC Memorial Explorers	19.05
04267533 3		PD/trophies/KC Memorial Explorers	443.29
04267533 4		PD/Use Tax/trophies/KC Memorial Explorers	-31.19
04272013		Wtr\car wash	10.00
045999		GG/lodging	96.77
05012013		GG\Kern Board of Trade mtg	34.99
050913		PD/2 OptiPlex 7010 computers	789.96
050913 2		PD/Bestbuy/adjustment	-37.63
05132013		Wtr\car wash	10.00
051913 1		Council/lodging	336.00
051913 2		Council/lodging	28.00
052013		CD/CALED membership/MVance	80.00
0520132		CD/annual subscription	191.10
05212013		Air\car wash	10.00
061794		GG\Baby Shower cake-Ryan	34.99
067786		Wtr\meals	29.97
081523		Air\fuel-Tartaglia mtg	39.48
0845831		GG\Tabs for Emergency Manuals	55.99
085564		KCAC Raffle	6.45
0870516		Wtr\fuel	61.05
088809		GG/meals	112.72
092013 1		GG/registration/GGarrett	475.00
092013 2		GG/registration/CKirk	475.00
092013 3		GG/registration/JSchlosser	475.00
092013 4		CD/registration/MVance	475.00

		Check Amount
092013 4	Council/registration/EGrimes	475.00
1010215	Wtr\telephone cord	34.38
1137850	Air\Runway Lights	68.95
176771483	Air\Commerical Way office tv & accessories	211.44
176771503	Air\conf room tv	410.34
176771523	Air\conf room tv mount	114.86
176771543	Air\Commercial Way office computer	417.09
176771563	Air\office conf room sound system	139.74
195935	Cnstrct/Sloan ebv-95 regulator/urnal kit	96.25
2013050801	Air\Office Map	179.00
25591948	Air\Office Charts	51.87
25591948-1	Air\Office Chart	15.95
368526	Wtr\Ofc of Water Programs-AGamble	116.68
37602591	Air\sign battery charger	334.32
413654373456	PD/lodging/MGoe	136.25
413654373461	PD/lodging/MChristian	136.25
443277	Council/lodging/ACCAP mtng	221.32
4441068	GG\iPad case	21.14
52115315	Construction/steel bar grating	1,244.11
526450299	GG/lodging	336.00
526450299 3	GG/front desk	28.00
533	GG/meals	17.08
540054	Air\Office Base Station	303.14
547896331	GG\dot com 2 yr Domain Name Registration	26.34
5756927	Air\Office Charts	170.60
577636075024	PD/Westinghouse 40" HDTV	402.74
61701	GG\Flowers-HChung	57.71
6375	GG/meals	23.24
6459341	Wtr\fuel	44.97
6475286	GG\OSHA Hazard Recognition Training	159.00
6479632	Wtr\OSHA Hazard Recognition Training	189.00
67009517	CD/lodging/AWEA trade show	973.12
7310460	Air\radio repair	106.81
80477A	PW/EWA processing of construction notification	175.00
86374	Wtr\Hotel chgs\Vanwey	508.68
86454	Wtr\Hotel chgs\Vanwey	115.56
881	GG/meals	14.32
9013475650264	GG\Facebook Advertising	23.01
9013597177820	GG\Facebook Advertising	8.76
CA146	PD/membership renewal/JKermode	35.00
CI1315631	GG\Flags bands brackets & poles	2,667.50
CI1321384	GG\Flag bands & brackets	374.73
H010012109	Air\coffee & supplies	143.60
		<hr/>
		17,819.56
		<hr/>
	Date Totals:	113,878.27
		<hr/>
		<hr/>
	Report Total:	113,878.27
		<hr/>
		<hr/>



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

# COUNCIL REPORTS

**MEETING DATE:** JULY 1st, 2013    **AGENDA SECTION:** UTILITY MANAGER

---

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

**FROM:** JON CURRY, UTILITY MANAGER

**DATE:** JUNE 26th, 2013

**SUBJECT:** ADOPTION 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

To approve the proposed ordinance amending Ordinance no. 98-02-636 and Tehachapi 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: \_\_\_\_\_

CITY OF TEHACHAPI  
RECEIVED

JUN 24 2013

Mayor and Councilmembers:

CITY CLERK'S OFFICE  
BY

I would like to express my support of the proposed amendment to City Ordinance No. 636 and Tehachapi Municipal Code Section 8.44.020 to provide responsibility for maintenance and repair of sewer lateral. A sewer lateral is used only by the residence it is attached to and thus should be the responsibility of the property owner. The property owner is in control what gets put down their sewer line and of the surrounding landscape that might affect that sewer line. I understand if a sewer lateral needs to be replaced all the way to the City main line that it can be quite expensive. But my tax dollars are not meant to be spent on someone's private sewer line. I am a City resident and my tax dollars are for maintenance and repair of City owned sewer lines, water line, roads, etc. If the City were to be responsible for private sewer laterals, the amount of requests for maintenance and repairs of such would increase substantially, costing the City a significant amount of money. It is my understanding that Mayor Smith is against this amendment. It makes me wonder if his private sewer is in need of repair or maintenance and that is why he wants the City to take responsibility of private sewer laterals. Please keep in mind that there are many other private utility lines that are in City streets: cable, telephone, gas, and electric. The City does not maintain or repair those private lines and should not maintain or repair someone's private sewer lateral.

Thank you for your time and consideration.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*(Handwritten signatures in blue ink are present over the lines.)*

# COUNCIL REPORTS

**MEETING DATE:** JULY 1, 2013    **AGENDA SECTION:** POLICE DEPARTMENT

---

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

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

**DATE:** JUNE 26, 2013

**SUBJECT:** ADOPTION 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.

As Council may remember, the proposed ordinance was first introduced at the City Council meeting on June 17, 2013. Based upon Council's direction, the proposed ordinance was modified to include all City owned parks. The proposed ordinance was further modified to allow for the possibility of a special use permit for the use of tobacco products. 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, Pioneer Park, Warrior Park, Brave Park, Aviator Park, or Centennial Plaza and the sidewalks adjacent to each without a special use permit authorizing the possession and use of tobacco products issued by the City. Such special use permits shall be maintained on-site at the City Park or City Parks where the tobacco products are used and shall be available for inspection by law enforcement or other City personnel.

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, Pioneer Park, Warrior Park, Brave Park, Aviator 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.
- Do not approve proposed the proposed ordinance.

**RECOMMENDATION**

**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.**

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 "City Park" or "City Parks" shall mean individually or collectively, Railroad Park, located at 207 East Tehachapi Boulevard, Depot Park located at 101 West Tehachapi Boulevard, Pioneer Park located at 111 West I Street, Warrior Park located at 1352 Classico Drive, Brave Park located at 115 Manzanita Lane, Aviator Park located on the Airport, and Centennial Plaza located at 114 South Green Street, all in 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 any City Park and the sidewalks adjacent to each without a special use permit authorizing the possession and use of tobacco products issued by the City. Such special use permits shall be maintained on-site at the City Park or City Parks where the tobacco products are used and shall be available for inspection by law enforcement or other City personnel.

**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 any City Park and the sidewalks adjacent to each without a special use permit authorizing the possession and consumption of alcoholic beverages issued by the City. Such special use permits shall be maintained on-site at the City Park or City Parks 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 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: \_\_\_\_\_



RECEIVED

JUN 27 2013

June 26, 2013

City of Tehachapi

Dear Council members,

I urge a no vote on the restrictions on smoking and drinking in public parks. I remember one time I was in Railroad Park and someone pointed out how this city was one of the few places that allow drinking in the park and how great this is for us. I agree. I don't do it often but I'd like to continue for us to be able to do so.

On the smoking side, I know it bothers some people but it's outside and there are fewer and fewer places to smoke. I don't smoke cigarettes although I will occasionally smoke a cigar with friends. Let's just leave a good thing alone.

Thank you,

Alison Arnold

513 E C St.

Tehachapi, CA 93561



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

MEETING DATE: JULY 1, 2013

AGENDA SECTION: CITY ENGINEER

---

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

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

**DATE:** JUNE 26, 2013

**SUBJECT:** TRACT 6216 (ALTA ESTATES) IMPROVEMENTS PROJECT – NOTICE OF COMPLETION

---

## BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with Burtch Construction for the Tract 6216 Improvements 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 6216 IMPROVEMENTS 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 2<sup>nd</sup> day of October 2012, by and between the City of Tehachapi, the Owner, and Burtch Construction, the Contractor, for all work necessary to complete the Tract 6216 Improvements Project (REBID), located at various locations within Tract 6216, 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 26<sup>th</sup> day of June 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:	_____
CITY MANAGER:	_____

*[Handwritten signature]*

# COUNCIL REPORTS

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

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

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

**DATE:**                JUNE 26, 2013

**SUBJECT:**            HOTDOG FESTIVAL 2013 – KIDDIE AMUSEMENTS OF BAKERSFIELD

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Kiddie Amusements of Bakersfield for entertainment at the July 4<sup>th</sup> Hotdog Festival. Kiddie Amusements will provide one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 4:00 pm on July 4, 2013.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS OF BAKERSFIELD**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the CITY OF TEHACHAPI, hereinafter "City", and Cheryl Ruiz dba Kiddie Amusements of Bakersfield [INC., a California Corporation], hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring a July 4, 2013 Hot Dog Festival and wishes to contract with Contractor to provide certain amusements (the "Entertainment"); and

**WHEREAS**, Contractor wishes to contract with City to provide the Entertainment and City is agreeable thereto under the terms and conditions hereinafter described.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees to provide the following Entertainment: One (1) Bounce House, One (1) Giant Slide, One (1) Obstacle Course, One (1) Monkey Motion, and One (1) Rock Wall on July 4, 2013 at Central Park in Tehachapi, California from 11:00 a.m. to 4:00 p.m. (the "Entertainment").
3. All costs incurred by Contractor in providing the Entertainment including, without limitation, insurance costs and fees, transportation, sales tax, and administration, shall be paid by Contractor at its sole cost and expense.
4. In the performance of Contractor's duties hereunder, Contractor shall provide One Bounce House, One Giant Slide, One Obstacle Course, One Monkey Motion, and One Rock Wall; all amusements including but not limited to all equipment, supplies, and other items necessary or convenient to providing the Entertainment at Contractor's sole cost and expense.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder

in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insured and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

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

7. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon notice to Contractor at City's sole and absolute discretion in which case this Agreement shall terminate immediately. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of

same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

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

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

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

11. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

12. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Cheryl Ruiz, 1400 "G" Street, Bakersfield, California, 93301, [www.kiddieamusement.com](http://www.kiddieamusement.com) of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

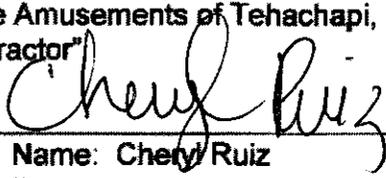
16. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

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

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

Kiddie Amusements of Tehachapi,  
"Contractor"

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

  
Name: Cheryl Ruiz

Its:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/19/13

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 Thompson Insurance Enterprises LLC 3380 Chastain Meadows Parkway Suite 100 Kennesaw, GA 30144	CONTACT NAME: Allyson Golob
	PHONE (A/C, No, Ext): (678) 290-2100 FAX (A/C, No):
	E-MAIL ADDRESS: Allyson.Golob@thomcoins.com
	PRODUCER CUSTOMER ID #:
	INSURER(S) AFFORDING COVERAGE
INSURED Kiddie Amusements, Inc 9902 Turfway Park Court Bakersfield, CA 93312	INSURER A : Essex Insurance Company NAIC # 39020
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

RECEIVED  
JUN 24 2013

COVERAGES CERTIFICATE NUMBER: 455605 REVISION NUMBER: 1

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		FPG20012333-00	5/3/13	5/3/14	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$ Included
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A			COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							WC STATU-TORY LIMITS
							OTH-ER
							E.L. EACH ACCIDENT \$
							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)  
HOTDOG FESTIVAL ON JULY 04,2013

CERTIFICATE HOLDER CITY OF TEHACHAPI 115 SOUTH 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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# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

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

---

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

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

**DATE:                 JUNE 26, 2013**

**SUBJECT:            HOTDOG FESTIVAL 2013 – OUT OF THE BLUE**

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Out of the Blue for entertainment at the July 4<sup>th</sup> Hotdog Festival. Out of the Blue will provide a musical performance at Central Park in Tehachapi, CA, from 11:00 am to 1:30 pm on July 4, 2013. Payment for this entertainment will be in the amount of \$300.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND OUT OF THE BLUE**

## **AGREEMENT**

**THIS AGREEMENT** made this 24 day of JUNE, 2013, by and between the CITY OF TEHACHAPI, hereinafter "City", and OUT OF THE BLUE, hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4<sup>th</sup> Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

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

2. Contractor agrees that the Contractor will perform on July 4, 2013 as follows (the "Entertainment"): at the Central Park in Tehachapi, California from 11:00 a.m. – 1:30 a.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$300.00.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

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

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Pat Seamount, PO Box 8447 Bodfish, CA 93205. Any party may change any of the foregoing as it relates

to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

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---

PHILIP SMITH, Mayor,  
City of Tehachapi, California

OUT OF THE BLUE

By: Pat Seamount  
Pat Seamount



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

# COUNCIL REPORTS

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

---

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

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

**DATE:** JUNE 26, 2013

**SUBJECT:** HOTDOG FESTIVAL 2013 – THE TEHACHAPI COMMUNITY ORCHESTRA

---

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and The Tehachapi Community Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival. The Tehachapi Community Orchestra will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 7:00 pm to 9:00 pm on July 4, 2013. Payment for this entertainment will be in the amount of \$500.00.

RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI COMMUNITY ORCHESTRA**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI COMMUNITY ORCHESTRA, a non-profit corporation, hereinafter "Contractor,"

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

**WHEREAS**, City is sponsoring the July 4<sup>th</sup> Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

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

2. Contractor agrees that the Orchestra will perform on July 4, 2013 as follows (the "Entertainment"): at the Coy Burnett Field (Jacobsen Middle School) in Tehachapi, California from 7:00 p.m. – 9:00 p.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

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

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Sharon Ellsworth, 123 White Oak Dr, Tehachapi, CA 93561. Any party may change any of the foregoing

as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

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

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

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

---

---

PHIL SMITH, Mayor,  
City of Tehachapi, California

TEHACHAPI COMMUNITY ORCHESTRA

By: Gayle Pitchford  
Gayle Pitchford, President  
GAYEL



APPROVED

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

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

# COUNCIL REPORTS

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

---

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

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

**DATE: JUNE 26, 2013**

**SUBJECT: HOTDOG FESTIVAL 2013 – THE TEHACHAPI POPS**

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and The Tehachapi Pops for entertainment at the July 4<sup>th</sup> Hotdog Festival. The Tehachapi Community Orchestra will provide a musical performance at Central Park in Tehachapi, CA, from 1:30 pm to 4:00 pm on July 4, 2013. Payment for this entertainment will be in the amount of \$500.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POPS**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI POPS, hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4 Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

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

2. Contractor agrees that the Orchestra will perform on July 4, 2013 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 1:30 p.m. – 4:00 p.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00 payable upon completion of the Entertainment.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from

any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

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

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

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor – Debby Hand, 206 East F Street, Tehachapi, California 93561, Telephone - (661) 823-9994. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

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

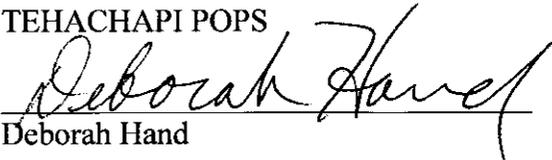
13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

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

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

—  
\_\_\_\_\_  
PHIL SMITH, Mayor  
City of Tehachapi, California

TEHACHAPI POPS  
  
\_\_\_\_\_  
Deborah Hand



APPROVED

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

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

# COUNCIL REPORTS

**MEETING DATE: JULY 1, 2013    AGENDA SECTION: CITY MANAGER**

---

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

**FROM:                GREG GARRETT, CITY MANAGER**

**DATE:                 JUNE 26, 2013**

**SUBJECT:             Central Valley Employment Relations Consortium Fiscal Year 2013/14**

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## **BACKGROUND**

The City has had a consortium agreement with Liebert, Cassidy, Whitmore since 2007. City management and staff have utilized five full days of training annually, unlimited telephone personnel related consultation and monthly labor updates on labor laws and related issues through membership in the Central Valley Employment Relations Consortium. Staff would like to continue participation in this consortium for fiscal year 2013/14 and future years.

## **FISCAL IMPACT**

Fiscal impact is \$1,387.00 for fiscal year 2013/14. This amount represents a \$182.00 increase since 2007. Consultation outside the consortium is \$180 to \$300 per hour.

## **RECOMMENDATION**

Approve Central Valley Employment Relations Consortium Agreement for fiscal year 2013/14 and allow staff to renew contract for future years.

RECEIVED

JUN 24 2013

CITY OF TEHACHAPI

**LCW** LIEBERT CASSIDY WHITMORE

6033 West Century Boulevard, 5<sup>th</sup> Floor  
Los Angeles, California 90045  
T: (310) 981-2000 F: (310) 337-0560

June 10, 2013

Hannah Chung  
Finance Director  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722

*Re: Central Valley Employment Relations Consortium*

Dear Ms. Chung:

We are looking forward to another successful year with the Central Valley Employment Relations Consortium. The consortium committee has selected a wide variety of topics for your managers and supervisors. We are pleased to provide the consortium with five days of training, our monthly Client Update, and telephone consultation.

The workshops chosen for the upcoming training are listed on the enclosed planning meeting notes. We will send a detailed schedule of the workshops in the next few weeks.

Enclosed is an Agreement for Special Services. Please execute and return a copy to our office. Contracts are being sent now so that those agencies that wish to pay all, or part, of the enclosed invoice during the current fiscal year may do so.

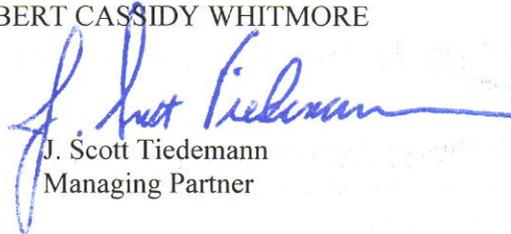
We appreciate your participation in the consortium and hope that you will take advantage of the member benefits including consortium calls, local training and the ability to send employees to other consortium workshops. If you have any questions about the consortium or our other training programs, please contact Cynthia Weldon, Director of Marketing & Training at (310) 981-2055 or [cweldon@lcwlegal.com](mailto:cweldon@lcwlegal.com).

We thank you for your membership and we look forward to another successful training year.

Sincerely,

LIEBERT CASSIDY WHITMORE

BY:



J. Scott Tiedemann  
Managing Partner

Enclosures

## **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the City of Tehachapi, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its relations and negotiations with its employee organizations; and

WHEREAS Agency has determined that no less than thirty-five (35) public agencies in the Central Valley area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

### **Attorney's Services:**

During the year beginning July 1, 2013, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone.
3. Providing of a monthly newsletter covering employment relations developments.

### **Fee:**

Attorney will provide these special services to Agency for a fee of One Thousand Three Hundred Eighty Seven Dollars (\$1,387.00) payable in one payment prior to August 1, 2013. The fee, if paid after August 1, 2013 will be \$1,487.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

**Additional Services:**

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from One Hundred Eighty to Three Hundred Dollars (\$180.00 - \$300.00) per hour for attorney staff and from Seventy to One Hundred Forty Dollars (\$70.00 - \$140.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour. Attorney reviews its hourly rates in an annual basis and if appropriate, adjusts them effective July 1.

**Independent Contractor:**

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

**Term:**

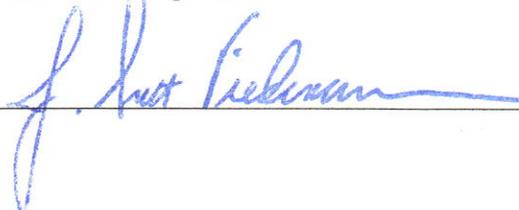
The term of this Agreement is twelve (12) months commencing July 1, 2013. The term may be extended for additional periods of time by the written consent of the parties.

**Condition Precedent:**

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than thirty-five (35) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2013.

Dated: 6-19-2013

**LIEBERT CASSIDY WHITMORE**  
A Professional Corporation

By 

Dated: \_\_\_\_\_

**CITY OF TEHACHAPI**  
A Municipal Corporation

By \_\_\_\_\_

# INVOICE

May 31, 2013

*Hannah Chung  
Finance Director  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722*

*(TE020-10000)  
INVOICE NUMBER: 165574*

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## ***CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM***

***Membership: 07/01/13 through 06/30/14***

***TOTAL AMOUNT DUE: \$1,387.00***

***If paid after August 1, 2013 amount due is \$1,487.00***

***(Includes \$100.00 late fee)***

## CENTRAL VALLEY ERC

### 1) Comments

- The Central Valley ERC members had a lot of positive feedback on LCW presenters. Feedback for Gage was great. Morin was very good.
- There was especially good feedback on the Public Service workshop. Members might like to see it on a regular basis.
- Some members want to see the group return to core topics
- Chris is responsive and doing very well.
- Consortium call service is great!
- Agencies can partner with other agencies for individual training – to this end, Chris will send the membership contact information to the group in an excel spreadsheet.
- Members should be receiving information regarding ERC only webinars. Many indicated that they were not receiving these emails. Chris will investigate.
- When asked how LCW could do better, some felt that LCW Webinars are not as timely
  - PEPRA late
  - Some providers offer at no cost
- LCW announced the summer launch of the “Liebert Library” which will be an online subscription to all of LCW’s workbooks. It will be a multi-tiered subscription providing options to just search and view the workbooks and/or download in word format all of the appendices, sample policies, forms and checklists. Information about subscriber will be available this summer.

### 2) Services Explained

- Consortium Calls can be placed to the Fresno, San Francisco, San Diego or Los Angeles Offices. Members may ask for a specific attorney or any available attorney. Questions may also be submitted by email directly to the attorney or to [info@lcwlegal.com](mailto:info@lcwlegal.com).
- LCW’s website, [www.lcwlegal.com](http://www.lcwlegal.com), is fully searchable for specific articles and content appearing in our monthly newsletters and our annual *Legislative Round-Up*. Once on our site, click on “search” under “News and Publications” and enter key words relating to the specific subject or bill you’re seeking information on. For example, if you’d like information regarding bill ‘AB 1234’, simply type in ‘AB 1234’ in the search box and the information you’re seeking will appear.
- Individual/customized training:
  - Includes the incorporation of your policies and procedures, as well as an original set of materials for your reproduction.

 EMPLOYMENT RELATIONS CONSORTIUM

- Any of the workshops listed on the Master Workshop Topics List can be presented outside of the consortium to one specific agency or a group of agencies to share the cost. Our rate for a three-hour, half day session ranges from \$1,600 - \$2,000 while a six-hour, full day session ranges from \$2,500 - \$3,000. If you schedule two half day sessions on the same day, we will honor the full day rate.
- LCW would be happy to send an e-mail to other agencies if a request for an individual workshop has been made and the agency requesting the workshop wishes to combine with other agencies. For more information, contact Anna Sanzone-Ortiz at (310) 981-2051.
- Consortium Workshops across the State: ERC Members are able to attend other Consortium's workshops. If you are interested in attending, you must contact Chris Fondacaro 2 weeks prior the scheduled workshop. Once all the registration sheets are received from the host Consortium, if there is space available, Members from other consortiums are able to attend. There is no cost to attend another Consortiums workshop, *unless* they require a refreshment fee.
- Newsletters – LCW has Multiple Monthly Newsletters: Client Update, Briefing Room (geared towards law Enforcement) and Fire Watch (geared towards Fire Safety Personnel). Members may sign up for any or all of these publications. The newsletters are sent either via surface mail or via email. The email comes from [Newsletter@lcwlegal.com](mailto:Newsletter@lcwlegal.com) so please ensure that this email address is accepted by your system.
- Social Media – ERC Members can now follow us on Twitter and our Labor and Employment blog. Twitter followers receive instant tweets to our alerts of firm publications, blog posts, attorney authored articles and upcoming speaking engagements, events and seminars. <http://twitter.com/lcwlegal>. Blog subscribers receive weekly updates on fresh and new labor and employment issues from <http://www.calpublicagencylaboremploymentblog.com>.
- LCW reminds agencies that they are responsible for monitoring who is registering for the workshops. LCW provides a guide as to who should attend the workshops and requests that the agency use its best discretion when registering employees as the composition of the audience can impact the message and tone of the workshop.
- Webinars – LCW has designated select webinars for consortium members only. Members will receive a monthly email outlining available consortium only webinars for the month. Additionally, LCW provides webinars that are open to all public agencies, but provides them at a discounted rate for consortium members. A list of upcoming (and archived webinars) can be found at: [www.lcwlegal.com/seminars](http://www.lcwlegal.com/seminars)

3) **Workshops (to be held on Wednesdays or Thursdays (preferred) avoid 3<sup>rd</sup> and 4<sup>th</sup> Thurs.)**

- Managing the Marginal Employee (Half Day)
- Difficult Conversations (Half Day)
- The ABCs of Sustaining Discipline (Half Day)
- Performance Management: Evaluation, Documentation and Discipline (Half Day)
- Finding the Facts: Disciplinary and Harassment Investigations (Half Day)
- Personnel Issues: Hiring, Reference Checks and Personnel Records & Files (Full Day)
- Advanced Retirement Issues for California's Public Employers (Half Day) [to include PEPRA]
- Disability Discrimination/Family and Medical Care Leave/Workers' Compensation/Disability Retirement: Administering Overlapping Laws (Full Day)

4) **Workshop Hosting**

- Cities of Hanford and Clovis have volunteered to host a training workshop. Other agencies/districts will be asked to volunteer if needed.

5) **ERC Membership Fees**

- Rate 1: Agencies w/less than 100 full time employees:  
\$1,337 plus \$50 Refreshment Fee (Total Fee: \$1,387)
- Rate 2: Agencies w/100 to 1,000 full time employees:  
\$2,090 plus \$50 Refreshment Fee (Total Fee: \$2,140)
- Rate 3: Agencies w/1,000 to 2,000 full time employees:  
\$4,174 plus \$50 Refreshment Fee (Total Fee: \$4,224)
- Rate 4: Agencies w/more than 2,000 full time employees:  
\$5,754 plus \$50 Refreshment Fee (Total Fee: \$5,804)
- \$100 late fee to be paid after August 1, 2013.
- Invoices and contracts have already been sent so that any agency wanting to pay all or part of the membership fee from this year's budget may do so.