

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 15, 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.

1. General public comments regarding matters not listed as an agenda item.

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 15, 2013 - 6:00 P.M. - PG. 2

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 29-13

Tehachapi City Council Unassigned Ord. No. 13-03-710

Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-13

Tehachapi Public Financing Authority Unassigned Res. No. 01-13

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

- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 1, 2013 - **APPROVE AND FILE**

- 4. The Tehachapi City Council will appoint one member to City of Tehachapi Airport Commission to fill the vacancy created by Commissioner Eric Hansen's of term. This appointment will fill a four year term which expires on June 30, 2017. The City Clerk's office received an application from Eric Hansen – **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION FOR A FOUR YEAR TERM TO EXPIRE ON JUNE 30, 2017**

- 5. The Tehachapi City Council will appoint two members to the City of Tehachapi Planning Commission to fill the vacancies created by Commissioners Charles White and Daryl Christensen's expiration of terms. These two appointments will fill four year terms which expire on June 30, 2017. The City Clerk's office received applications from Charles White, Daryl Christensen and James Pack – **APPOINT TWO MEMBERS TO THE CITY OF TEHACHAPI PLANNING COMMISSION FOR A FOUR TERM TO EXPIRE ON JUNE 30, 2017**

- *6. As part of the City's Weed Abatement Program, the City can recoup its cost of abatement on noncompliant properties by placing a tax lien against the property. Prior to placing a lien on a property, the City Council must adopt a resolution confirming the approval by the City Clerk of certain properties in the City of Tehachapi for the abatement of certain weeds and rubbish – **ADOPT A RESOLUTION CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for June 26, 2013 through July 11, 2013 – **AUTHORIZE PAYMENTS**

- *8. City of Tehachapi Treasurer's Report through June, 2013 – **RECEIVE REPORT**

- *9. Human Resources Coordinator position – **APPROVE THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES COORDINATOR AND CHANGE CHRISTIE COPUS' POSITION FROM ACCOUNTING SPECIALIST TO HUMAN RESOURCES COORDINATOR**

AIRPORT MANAGER REPORTS

10. Development of an Instrument Approach Procedure – **BUDGET \$25,000 TO COVER THE CITY’S MATCH AND CONTINGENCY AND DIRECT STAFF TO SOLICIT BIDS FOR THE INSTRUMENT APPROACH MARKINGS AND LIGHTING PROJECT**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

- *11. Adoption of Mitigated Negative Declaration prepared in conjunction with the Snyder Well Intertie Project – **ADOPT THE MITIGATED NEGATIVE DECLARATION OF THE SNYDER WELL INTERTIE PROJECT TOWARDS COMPLYING WITH THE PROPOSITION 84 GRANT REQUIREMENTS**

CITY ENGINEER REPORTS

12. On-call Geotechnical Engineering Services Request for Qualifications – **APPROVE THE SELECTION OF BSK, INC. AS THE PREFERRED CONSULTANT TO SUPPLY ON-CALL GEOTECHNICAL SERVICES FOR TRANSPORTATION PROJECTS AND AUTHORIZE THE MAYOR TO ENTER INTO A TWO-YEAR AGREEMENT FOR SAME**
13. Antelope Run Bike Path easements transfer from Tehachapi-Cummings County Water District to the City of Tehachapi – **ACCEPT THE PROPOSED BIKE PATH EASEMENTS AND APPROVE THE MAYOR TO SIGN THE TRANSFER AGREEMENTS WITH TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT**
14. Highway Safety Improvement Program application for East Tehachapi Traffic Corridor - **PRESENTATION**

CITY MANAGER REPORTS

- *15. Second Amendment to the Mountain Maintenance agreement for janitorial services – **APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MOUNTAIN MAINTENANCE, INC. FOR JANITORIAL SERVICES AT CERTAIN CITY FACILITIES**
- *16. Employees’ contribution rate change for California Public Employees’ Retirement System – **ADOPT THE PROPOSED RESOLUTIONS LOWERING THE EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND PUBLIC SAFETY EMPLOYEES’**
17. Proposed sale of 108 Pinon Street and adjacent lot – **APPROVE THE SALE OF CITY PROPERTY LOCATED AT 108 PINON STREET AND THE ADJACENT LOT (APN#’S 417-141-02 AND 417-141-01 RESPECTIVELY); DIRECT STAFF TO PRESENT THE MATTER TO THE PLANNING COMMISSION FOR CONSISTENCY WITH THE GENERAL PLAN; AUTHORIZE THE CITY MANAGER TO IDENTIFY AND HIRE AN APPRAISE; AUTHORIZE THE CITY MANAGER TO IDENTIFY AND HIRE A REAL ESTATE BROKER; AND AUTHORIZE THE MAYOR TO SIGN A BROKERAGE AGREEMENT WITH SAID BROKER, FOR A COMMISSION NOT TO EXCEED 6%, UPON APPROVAL OF THE AGREEMENT BY THE CITY ATTORNEY**
18. Report to Council regarding current activities and programs – **VERBAL REPORT**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, JULY 15, 2013 - 6:00 P.M. - PG. 4**

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Approval of closed session minutes from July 1, 2013.

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, July 1, 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><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Zamudio</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Pastor Kevin Caudle from Christian Life Assembly. Before the invocation, a moment of silence was observed in honor of the 19 members of the Hot Shots Crew that passed away.</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Grimes</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Matt Young, District Manager of Tehachapi Valley Recreation and Parks District, gave an update on current events and presented award to the City of Tehachapi. | <p style="text-align: right;">Approved Consent Agenda Gr/Ni Ayes All</p> |
|---|--|

b. Ken Hetge, business owner at airport, spoke about development near the airport and updating the Airport Master Plan and ALUCP

2. Mayor Smith presented a proclamation to Matt Young of Tehachapi Valley Recreation and Parks District for Parks & Recreation Month.

CITY CLERK REPORTS

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

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

*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on June 17, 2013, special budget meeting on June 24, 2013, and special meeting on June 24, 2013 - **APPROVED AND FILED.**

Approved & Filed
 Gr/Ni Ayes All

Councilmember Nixon recused herself from the meeting due to a conflict of interest on Item 5.

5. Special Event Application for the Family Life Pregnancy Center’s Savor the Flavor event on August 03, 2013 – **DEPUTY CITY CLERK ASHLEY WHITMORE GAVE STAFF REPORT; MARY BETH GARRISON, VOLUNTEER WITH SAVOR THE FLAVOR INFORMED COUNCIL ON EVENT; CRAIG BRITTON, CITY BUSINESS OWNER, ASKED FOR CLARIFICATION ON NO PARKING SIGNS AND ASKED ABOUT DROP ZONE NUMBER TWO; APPROVED THE SAVOR THE FLAVOR SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS.**

Approved The Savor The Flavor
 Special Event Application &
 Associated Street Closures
 Subject To City Conditions
 Gr/Wi Ayes All

Councilmember Nixon returned to her seat at the dais.

*6. Special Event Application for the Heritage Leagues Step Back In Time event on July 27, 2013 – **APPROVED THE STEP BACK IN TIME SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO CITY CONDITIONS.**

Approved The Step Back In Time
 Special Event Application &
 Associated Street Closures
 Subject To City Conditions
 Gr/Ni Ayes All

FINANCE DIRECTOR REPORTS

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

Authorized Payments
 Gr/Ni Ayes All

UTILITY MANAGER REPORTS

8. Amendment to Tehachapi Municipal Code to provide for responsibility for maintenance and repair of sewer laterals – **UTILITY MANAGER JON CURRY GAVE STAFF REPORT; CRAIG BRITTON, CITY RESIDENT, ASKED FOR CLARIFICATION; COUNCIL MEMBER GRIMES SUGGESTED STAFF RE-WRITE ORDINANCE AMENDMENT AND THE REST OF COUNCIL AGREED.**

Directed Staff To Re-Write
 Ordinance Amendment

ACTION TAKEN

POLICE CHIEF REPORTS

9. Proposed ordinance establishing restrictions on use of tobacco and alcoholic beverages in designated public places – **CHIEF KERMODE GAVE STAFF REPORT; KEN HETGE, CITY BUSINESS OWNER, ASKED ABOUT BBQ'S IN PARK; COUNCILMEMBER WIGGINS EXPRESSED HER APPROVAL OF TOBACCO BAN IN PARKS; ADOPTED ORDINANCE NUMBER 13-02-711 ESTABLISHING RESTRICTIONS ON USE OF TOBACCO AND ALCOHOLIC BEVERAGES IN DESIGNATED PUBLIC PLACES.**

Adopted Ord. No. 13-02-711
 Establishing Restrictions On Use
 Of Tobacco & Alcoholic
 Beverages In Designated Public
 Places
 Wi/Za Ayes All

CITY ENGINEER REPORTS

*10. Tract 6216 Alta Estates Improvements Project Notice of Completion – **APPROVED THE NOTICE OF COMPLETION FOR TRACT 6216 ALTA ESTATES IMPROVEMENTS PROJECT AND DIRECT STAFF TO RECORD SAME**

Approved The Notice Of
 Completion For Tract 6216 Alta
 Estates Improvements Project &
 Direct Staff To Record Same
 Gr/Ni Ayes All

ASSISTANT CITY MANAGER REPORTS

*11. An agreement with Kiddie Amusements for entertainment at the 4th of July Hotdog Festival – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS**

Approved The Agreement
 Between C.O.T. & Kiddie
 Amusements
 Gr/Ni Ayes All

*12. An agreement with Out of the Blue for entertainment at the 4th of July Hotdog Festival – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND OUT OF THE BLUE**

Approved The Agreement
 Between C.O.T. & Out Of The
 Blue
 Gr/Ni Ayes All

*13. An agreement with Tehachapi Community Orchestra for entertainment at the 4th of July Hotdog Festival – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY ORCHESTRA**

Approved The Agreement
 Between C.O.T. & Tehachapi
 Community Orchestra
 Gr/Ni Ayes All

*14. An agreement with Tehachapi POPS for entertainment at the 4th of July Hotdog Festival – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI POPS**

Approved The Agreement
 Between C.O.T. & Tehachapi
 Pops
 Gr/Ni Ayes All

CITY MANAGER REPORTS

*15. Central Valley Employment Relations Consortium for Fiscal Year 2013/14 – **APPROVED THE CENTRAL VALLEY EMPLOYMENT RELATIONS CONSORTIUM AGREEMENT FOR FISCAL YEAR 2013/14 AND ALLOW STAFF TO RENEW THE CONTRACT FOR FUTURE YEARS**

Approved The Central Valley
 Employment Relations
 Consortium Agreement For Fiscal
 Year 2013/14 & Allow Staff To
 Renew The Contract For Future
 Years
 Gr/Ni Ayes All

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wiggins commented on the current heat wave.

2. Councilmember Grimes spoke about the upcoming events at the Hot Dog Festival.
3. Mayor Smith spoke about events at the Hot Dog Festival.

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

The City Council/Boards adjourned at 7:37 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 15, 2013, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 15th day
Of July, 2013.

PHILIP SMITH
Mayor, City of Tehachapi



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: July 15, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 10, 2013

SUBJECT: AIRPORT COMMISSION APPOINTMENT

BACKGROUND

Due to the expiration of term for Airport Commissioner Eric Hansen, the Tehachapi City Council will consider appointing one member to the Tehachapi Airport Commission. The appointed commissioner will complete the term that expires on June 30, 2017.

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

An application was received from Eric Hansen.

RECOMMENDATION

APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION FOR A FOUR YEAR TERM TO EXPIRE ON JUNE 30, 2017



RECEIVED
JUL 03 2013
City of Tehachapi

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

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

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

Name Eric Hansen

Address 19817 Breeze Place

City Tehachapi State CA Zip Code 93561

Phone Number +1 (661) 301-0347 Fax Number _____

Email erichansen@bak.rr.com

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

- Commissioner, Tehachapi Airport Commission
- _____
- _____
- _____

Occupation Test Pilot

Business Name Scaled Composites, LLC

Address 1624 Flight Line

City Mojave State CA Zip Code 93501

Phone Number +1 (661) 824-6227 Fax Number _____

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

Syracuse University, Bachelor of Science, Electrical Engineering

Other special training or experience:

USAF Test Pilot School

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

Commissioner, Tehachapi Airport Commission 2007 to present. Currently Chairman.

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

I want to continue to steer and provide continuity to the viability and growth of the Tehachapi Municipal Airport by continuing to serve on the Airport Commission.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field 

Date/Time Field 3 July 2013/1200

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

Eric Hansen is an electrical engineering graduate of Syracuse University, with masters studies at Cornell in nuclear physics. He served a 24 year career as an Air Force pilot. He became a test pilot following graduation from United States Air Force Test Pilot School in 1982 and was assigned to the tanker/transport/bomber branch of Test Ops at Edwards, where he flew the KC-135, T-38, and F-4. He participated in KC-135E and KC-135R re-engine development, and was experienced in tanker-end initial refueling tests of new airplanes, He was the Air Force expert on aerial icing and rain tests, flying both the KC-135A icing tanker and the test target aircraft. In 1984, as the first Director, he created the T-46A Next Generation Trainer Combined Test Force, and was the lead test pilot for the project. Eric left the active duty Air Force and joined Boeing in 1986, performing B-737 customer training, production test, and B-767 engineering development. Hired away from Boeing by Northrop in 1987 to be an engineering test pilot for the B-2 stealth bomber, he initially assisted systems and flight controls design, and flew a highly modified C-135A test bed for advanced avionics development. He was senior test pilot in all phases of B-2 development testing from 1990 to 1997, and participated in other projects, such as development testing of the Northrop/Embraer JPATS contender, the Super Tucano. In 1997, he retired from the Air Force Reserve as a Colonel and at the same time joined Lockheed Martin on loan from Northrop Grumman, becoming a Lockheed Martin employee in 1998. He was a key participant in improvement projects for the U-2, such as a new glass cockpit, and also provided input to other company programs, such as serving as an advisor and mentor to the Koreans in preparation for T-50 fighter lead-in trainer testing. In 2004, Eric became manager of flight operations and chief test pilot for the Lockheed Martin Skunk Works Palmdale site, overseeing U-2, F-117, C-130, and several classified Skunk Works programs, continuing to fly the U-2 and other program aircraft. He was the first flight test pilot of the world's first hybrid airship, developed by Lockheed Martin. Eric retired from Lockheed Martin in February, 2013, and is now serving as a test pilot for Scaled Composites of Mojave, CA. He is a Fellow and active member of the Society of Experimental Test Pilots, also belonging to the Airplane Owners and Pilots Association, the Experimental Aircraft Association, and the Tehachapi Society of Pilots. He is the chairman of the Airport Commission of the City of Tehachapi. He has built four experimental aircraft and holds an FAA mechanic's license. He is licensed as an Airline Transport Pilot for single and multiengine land aircraft, with commercial single engine seaplane and glider ratings, and type ratings in four types. He is an FAA authorized flight instructor for single and multiengine land and instrument ratings. Eric has more than 12,000 hours in more than 90 aircraft types.



| |
|------------------------|
| APPROVED |
| DEPARTMENT HEAD: _____ |
| CITY MANAGER: _____ |

COUNCIL REPORTS

MEETING DATE: July 15, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 10, 2013

SUBJECT: PLANNING COMMISSION APPOINTMENTS

BACKGROUND

Due to the expiration of term for Planning Commissioners Charles White and Daryl Christensen, the Tehachapi City Council will consider appointing two members to the Tehachapi Planning Commission. The appointed commissioners will complete terms that expire on June 30, 2017.

The Planning Commission develops and maintains the general plan; develops such specific plans; periodically reviews the capital improvement program of the City; recommends to the City Council plans for the regulation of the future growth, development and beautification of the City in respect to its public and private buildings and works, streets, parks, grounds and vacant lots; recommends to the City Council plans, consistent with the future growth and development of the City, in order to secure sanitation and proper service of all public utilities, shipping and transportation facilities; and recommends to the City Council, for approval or disapproval, tentative maps or proposed subdivisions of land.

Applications were received from Charles White, Daryl Christensen and James Pack.

RECOMMENDATION

APPOINT TWO MEMBERS TO THE CITY OF TEHACHAPI PLANNING COMMISSION FOR A FOUR YEAR TERM TO EXPIRE ON JUNE 30, 2017



APPLICATION FOR APPOINTMENT

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

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

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

RECEIVED
JUL 09 2013
City of Tehachapi

Name Charles E. White

Address 785 Tucker Road, Suite G PMB #605 (Residence address - 200 South Curry Street)

City Tehachapi State California Zip Code 93561

Phone Number +1 (661) 972-0958 Fax Number _____

Email charlesewhite@sbcglobal.net

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

1. City of Tehachapi Planning Commission
2. _____
3. _____
4. _____

Occupation retired

Business Name _____

Address _____

City _____ State _____ Zip Code _____

Phone Number _____ Fax Number _____

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

See Resume attached

Other special training or experience:

Attended Planning Commission meetings and charettes on City plan update, have been active on Main Street Tehachapi Board of Directors and chairperson of the downtown Design Committee for Main Street

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

Was appointed to and have served 1 & 1/2 terms on the City of Tehachapi Planning Commission

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

I want to help preserve the small town flavor of Tehachapi and help plan for future growth that will enhance the quality of life we enjoy.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field

Charles E. White

Date/Time Field July 8, 2013

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

Charles E. White
200 South Curry Street
Tehachapi, CA 93561
661.972.0958

RETIRED

2000 to Present

RECENT VOLUNTEER POSITIONS

| | |
|---|------------------------|
| Historical Murals Committee - Chairperson | 2001 to Present |
| Main Street Tehachapi - Vice President, Treasurer | 2002 to 2011 |
| Main Street Tehachapi - Design Committee Chairperson | 2003 to 2009 |
| Tehachapi Heritage League - President | 2006 to Present |
| Tehachapi Planning Commission, Current Chairperson | 2008 to Present |
| Tehachapi Tourism Commission - Founder and Chairperson | 2011 to Present |

DEL MANO GALLERY, Pasadena, CA

1994 to 2000

Director

Responsible for all aspects of operations in 3000 square foot space; plan and implement Special Exhibitions and publicize them in local and national publications; hire, train and lead a sales team of eight employees; budget for payroll and other expenses; seek out new artists to represent. I conceived, organized and served as president of Art Walk, a group of Pasadena art venues that sponsored monthly events for the public. Annual gross sales of \$780,000 to \$1 million.

ACOUSTIGUIDE CORPORATION, New York, NY

1984 to 1990

Regional Manager for Southwest

Consultant to museums. Responsible for marketing, contractual and operational aspects of special exhibitions for various types of museums; hired, trained and supervised personnel; established payroll, banking and accounting systems for temporary and permanent sites; planned for fixtures, signage and sales desk locations; produced (scripted, rewrote and directed) audio narrations. Project Director on company's largest project grossing \$2.2 million in six months. Worked on project in China and other special projects requiring extensive travel.

SELF-EMPLOYED, Columbus, GA

1980 to 1984

Renovated Victorian properties in Historic District; established and operated an antique and gift shop; operated catering business; obtained Real Estate license.

BASSETT CENTER MALL, El Paso, TX

1977 to 1979

Marketing Director

Planned and implemented annual marketing and public relations program to reposition existing 52 store mall within market area; created and controlled annual budget of \$145,000; formed an in-house advertising agency for substantial savings.

COLUMBUS SQUARE MALL, Columbus, GA

1976 to 1977

Marketing Director

Responsible for budgeting, advertising and coordinating promotional events for 71 store mall; sought out and publicized activities and community events. Worked for a Board of Directors of the Merchants Association to advertise mall and build traffic.

KIRALFY'S, Columbus, GA

1972 to 1976

Advertising Manager

One year as Store Manager for 3500 square foot clothing store, promoted to Advertising Manager. Planned budget and created print and broadcast advertising for 7-unit ladies specialty store generating \$5.5 million in four market areas; coordinated direct mail, promotional events, fashion shows, new store openings, public relations and employee training.

EDUCATION

COLUMBUS COLLEGE (University of Georgia) Columbus, GA

1968 to 1972

Studies Toward Art History Major

CITY OF TEHACHAPI
RECEIVED

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

JUL 11 2013



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

CITY CLERK'S OFFICE
BY _____

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident:

Yes

No

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

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

Name Daryl R. Christensen
Address 909 Willow Court
City Tehachapi State CA Zip Code 93561
Phone Number +1 (661) 979-8619 Fax Number _____
Email mail.CityOfTehachapi@InfoTechMSP.com

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

1. Planning Commission Appointment
2. _____
3. _____
4. _____

Occupation Self Employed - Owner
Business Name Information Technology Services
Address 909 Willow Court
City Tehachapi State CA Zip Code 93561
Phone Number +1 (661) 979-8619 Fax Number _____

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

Righetti High School – Graduated 1985
Allan Hancock Police Academy – Level 2 & 3 POST 1987
Numerous Certificates and Continuing Education Courses

Other special training or experience:

Please see the attached document 'Application for Planning Commission Appointment – Supplemental Statements'

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

Please see the attached document 'Application for Planning Commission Appointment – Supplemental Statements'

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

Please see the attached document 'Application for Planning Commission Appointment – Supplemental Statements'

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

Even though, as stated above, I own a business in Tehachapi I have purposely changed my business model to attract Clients from outside the community. This in itself helps eliminate most conflicts of interest that other applicants may endure.

I fully understand the consequences of any Conflict of Interest; perceived or real. To that effect I am more than willing to immediately bring any potential conflicts to the attention of the Council and voluntarily recuse myself if appropriate.

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

AUTHORIZATION AND RELEASE

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

Signature Field **Daryl Christensen**

Digitally signed by Daryl Christensen
DN: cn=Daryl Christensen, o=cc, email=mail.CityOfTehachapi@infotechMSP.com, c=US
Date: 2011.08.30 21:38:40 -0700

Date/Time Field July 11, 2013

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

Application for Appointment

Supplemental Statements

Planning Commission Appointment

Daryl R. Christensen

Below are my statements that did not fit in the space provided on the application.

Thank you for your consideration!

Daryl R. Christensen

Other special training or experience:

Most of my adult life I have been a participant in Local Government. I have attended Council and Planning Commission Meetings in any community I have lived. I have also participated in numerous Charrettes, appointed to Visioning Committees and provided valuable feedback when appropriate.

Other Special Training or Experience has been from my own initiative over the years in researching items of interest or unknown prior to presentation at meeting when possible. I have in the past sought out the advice, opinion, or education of City Managers, Planners, and others in an effort to fully inform myself. Once, years ago, I misspoke at a meeting due directly to my lack knowledge. That embarrassing experience leads me to the desire to not let that happen again.

Training or Experience specific to Tehachapi City Council if the last 18 months I have received and reviewed the entire City of Tehachapi Council Packet and numerous Planning Commission Packets. Similarly to my past, I have researched, reviewed, and even physically visited locations of many Agenda Items prior to their presentation to the Planning Commission.

Finally, perhaps most telling is my understanding of small community economics and politics as evident with my business. When I moved my family to Tehachapi in November 2006 I looked at the community as a whole and decided not to relocate my Retail Computer Store as the area already had five in the greater Tehachapi area. Instead I opted to modified my business model and have successfully procured Clients outside the area.

This paradigm shift in my company has accomplished two things to the benefit of the Community. First, I have not created an additional hardship in the form of new competition on existing businesses. Second and more importantly, I have been able to introduce new money to the Community as opposed to circulating existing monies.

This is but one example of what my experience in the past has been able to do to positively affect the community.

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

City of Taft, Planning Commission

February 24, 2004 – Seated as Commissioner

January 10, 2006 – Appointed Chairman

December 12, 2006 – Resigned to move to Tehachapi

Participated in numerous Charrettes, appointed to Visioning Committees

Current:

Tehachapi Sportsman Club, Secretary

City of Tehachapi Planning Commission

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

Serving the Community as a Planning Commissioner is more than just an opportunity for myself. I see an outlet to serve the community in which I have become a part of. It is a known fact that the Planning Commission can truly make a positive impact to the Community. I believe our best days are still ahead, and I wish to be a part of seeing my community flourish.

I believe in intelligent and articulated growth with a unified leadership in our community. I wish to serve because I want input into my future--and our community's future. I want to give something back to the community that gave so much to me. I wish to be able to say I was involved.

I further believe the wrong person sitting on the Planning Commission can and will detract from the positive impact the Commission as a whole can make. I have seen this in many of the communities I have lived. Examples can be seen currently in other communities here in Kern County. I believe I will be a vital and active member of the Planning Commission, performing research to be informed, taking time to understand the issues at hand and most importantly doing what I feel is right for the City of Tehachapi.

End of Statements



RECEIVED

JUL 11 2013

City of Tehachapi

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes No

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

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

Name James Pack
Address 1340 Tanglewood Dr
City Tehachapi State Ca Zip Code 93561
Phone Number +1 (661) 825-2004 Fax Number
Email packjamesd@gmail.com

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

1. Planning Commission
- 2.
- 3.
- 4.

Occupation Wastewater Treatment Operator (OIT)
Business Name City of California City
Address 21000 Hacienda Blvd
City California City State CA Zip Code 93505
Phone Number +1 (760) 373-8661 Fax Number

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

M.S. Environmental Engineering Sciences – University of Florida, April 2011.
• Specialization - Water, Wastewater, Stormwater Engineering.
• "A" Grade in Public Works Planning class
B.S. Neuroscience, Brigham Young University, Provo, Utah, December 2002.
• Office of Research and Creative Activities (ORCA) scholarship recipient

Other special training or experience:

I was an Enumerator that gave Census surveys to US residents in the 2010 US Census. I have been an Election Support Rover / Troubleshooter for the San Diego County Registrar of Voters for 8 of their elections. I like to stay involved in the community.

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

I currently work at the Wastewater Treatment Plant for California City and have been working for that city since November of last year. In 2011, as a Water Quality Project Manager for California Water Service Company, I was responsible drinking water public health and regulatory compliance. As a project manager I was involved in planning many capital improvement projects including water tanks and water treatment plants in order to accommodate future growth and to meet all future water regulations. I composed correspondence & reports for submittal to state regulatory agencies and was the company liaison with the California Department of Public Health (CDPH).

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

I feel that the reason so many people choose to Live Up in Tehachapi is due to an excellent Master Plan and smart development for the city. This is the result of years of good decisions made by the Planning Commission. I feel I have the skills and desire to continue in this winning tradition.

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

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

AUTHORIZATION AND RELEASE

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

Signature Field



Date/Time Field Jul 11, 2013

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

JAMES DAREN PACK

(661) 825-2004
packjamesd@gmail.com

EDUCATION:

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

CIVIC WORK EXPERIENCE:

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

RECENT WORK EXPERIENCE:

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

COMMUNITY INTERACTION:

Water for People



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

COUNCIL REPORTS

MEETING DATE: July 15, 2013

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 11 2013

SUBJECT: A RESOLUTION TO PROVIDE FOR THE COLLECTION OF DELINQUENT ASSESSMENTS

BACKGROUND

Pursuant to Ordinance No. 11-01-707 the City's weed abatement deadline is June 15 of every year. For any property that is not in compliance, the City shall proceed to have the work done and charge the cost to the property owner. According to Tehachapi Municipal Code § 8.32.040 the City is to charge the cost of the weed abatement work on the next regular city/county property tax bill. The County is requiring that the attached resolution be adopted prior to any delinquent assessment being placed on the tax bill.

RECOMMENDATION

APPROVE A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A NEW FUND TO PROVIDE FOR THE COLLECTION OF DELINQUENT ASSESSMENTS FOR THE ABATEMENT OF WEEDS AND RUBBISH.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI AUTHORIZING THE
ESTABLISHMENT OF A NEW FUND TO
PROVIDE FOR THE COLLECTION OF
DELINQUENT ASSESSMENTS FOR THE
ABATEMENT OF WEEDS AND RUBBISH**

WHEREAS, Chapter 8.32 of the Tehachapi Municipal Code authorizes the City of Tehachapi (City) to abate the nuisance of weeds and rubbish at the expense of property owners on private properties when the property owners fail to do so; and

WHEREAS, the City has abated the nuisance of weeds and rubbish on various parcels where the property owners have failed to do so and will request that the cost of the assessments be placed on the property tax rolls for 2013-14; and

WHEREAS, collection of the delinquent assessments on the tax rolls will require establishment of a separate fund with the Kern County Auditor Controller's office; and

WHEREAS, the City Council wishes to establish a fund for the collection of the delinquent assessments for the abatement of weeds and rubbish on certain properties within the City.

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

1. That the foregoing recitals are true and correct.
2. That the Kern County Auditor Controller's office is hereby authorized

to establish a fund for the City of Tehachapi for the collection of assessments against parcels which have failed to comply with the City's requirement for abatement of weeds and rubbish.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 15th day of July, 2013 by the following vote:

AYES : COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

PHILIP SMITH, Mayor, City of
Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on July 15, 2013.

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

EXHIBIT "A"

| APN | PROPERTY ADDRESS | COST TO DO WORK | ADMIN COST | TOTAL COST |
|----------------|----------------------------|----------------------------|-----------------------|-----------------------|
| 1) 040-080-15 | 229 W C St. 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 2) 040-090-19 | 313 S Curry St. 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 3) 040-140-01 | 310 S Curry St. 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 4) 040-330-12 | 120 N Curry St. 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 5) 040-470-22 | No Situs Available 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 6) 040-470-23 | No Situs Available 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 7) 223-140-37 | No Situs Available 2012 | \$360.00 | \$54.00 | \$ 414.00 |
| 8) 223-140-39 | No Situs Available 2012 | \$290.00 | \$43.50 | \$ 333.50 |
| 9) 223-140-36 | No Situs Available 2012 | \$255.00 | \$38.25 | \$ 293.25 |
| 10) 223-140-38 | No Situs Available 2012 | \$255.00 | \$38.25 | \$ 293.25 |
| 11) 223-140-49 | 540 Friesen St. 2012 | \$220.00 | \$33.00 | \$ 253.00 |
| 12) 223-140-50 | 1235 Valley Blvd. 2012 | \$366.00 | \$54.00 | \$ 414.00 |
| 13) 223-140-51 | 1215 Valley Blvd. 2012 | \$220.00 | \$33.00 | \$ 253.00 |

| APN | PROPERTY ADDRESS | COST TO DO WORK | ADMIN COST | TOTAL COST |
|----------------|--------------------------------|----------------------------|-----------------------|-----------------------|
| 14) 223-510-39 | No Situs Available 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 15) 223-510-37 | 915 Willow Springs Rd. 2012 | \$220.00 | \$33.00 | \$ 253.00 |
| 16) 223-510-38 | No Situs Available 2012 | \$150.00 | \$22.50 | \$ 172.50 |
| 17) 415-020-13 | Snyder Ave. 2012 | \$325.00 | \$48.75 | \$ 373.75 |
| 18) 415-030-02 | 706 1/2 E The Blvd. 2012 | \$290.00 | \$43.50 | \$ 333.50 |
| 19) 415-130-21 | No Situs Available 2012 | \$700.00 | \$0.00 | \$ 700.00 |
| 20) 415-170-13 | Industrial Park 2012 | \$220.00 | \$33.00 | \$ 253.00 |
| 21) 416-010-02 | No Situs Available 2012 | \$185.00 | \$27.75 | \$ 212.75 |
| 22) 416-110-08 | 18812 Cherry Lane 2012 | \$1,060.00 | \$159.00 | \$ 1,219.00 |
| 23) 416-110-09 | No Situs Available 2012 | \$780.00 | \$117.00 | \$ 897.00 |
| 24) 416-110-17 | No Situs Available 2012 | \$360.00 | \$54.00 | \$ 414.00 |
| 25) 416-110-18 | 18946 Cherry Lane 2012 | \$465.00 | \$69.75 | \$ 534.75 |
| 26) 416-120-08 | No Situs Available 2012 | \$885.00 | \$132.75 | \$ 1,017.75 |
| 27) 416-120-20 | No Situs Available 2012 | \$325.00 | \$48.75 | \$ 373.75 |
| 28) 416-240-03 | 224 Cummings Valley 2012 | \$185.00 | \$27.75 | \$ 212.75 |

| APN | PROPERTY ADDRESS | COST TO DO WORK | ADMIN COST | TOTAL COST |
|----------------|--------------------------------|----------------------------|-----------------------|-----------------------|
| 29) 223-180-43 | 1095 Goodrick Dr. 2011 | \$100.10 | \$15.02 | \$ 115.12 |
| 30) 417-174-02 | 1300 Victoria Rose Dr. 2012 | \$185.00 | \$27.75 | \$ 212.75 |

Accounts Payable

Checks by Date - Detail By Vendor Number

User: delphina
 Printed: 7/11/2013 - 4:03 PM



| Vendor | Invoice No | Line Description | Check Amount |
|-----------|-----------------------------|---|--------------|
| 0035 | BC Laboratories, Inc. | | |
| Check No: | 0 | Check Date: | |
| | B147615 | Wtr/samples/Curry Resv | 15.00 |
| | B147718 | Swr/samples/WWTP Headworks | 325.00 |
| | B147960 1 | Wtr/samples/Mojave Well/Tanglewood/Pinon W | 50.00 |
| | B147960 2 | Wtr/samples/Mojave Well/Tanglewood/Pinon W | 36.00 |
| | B148149 | Swr/samples/WWTP Headworks | 325.00 |
| | B148528 1 | Wtr/samples/Alder,Fair Oak Dr,Wahlstrom Well/ | 50.00 |
| | B148528 2 | Wtr/samples/Alder,Fair Oak Dr,Wahlstrom Well/ | 36.00 |
| | B148693 | Wtr/samples/Mojvae, Dennison Wells | 30.00 |
| | B148850 | Swr/samples/WWTP Headworks | 325.00 |
| | B148927 1 | Wtr/samples/Minton Well/Highline Resv/1199 C | 50.00 |
| | B148927 2 | Wtr/samples/Minton Well/Highline Resv/1199 C | 36.00 |
| | B149254 | Swr/samples/WWTP Headworks | 325.00 |
| | B149255 | Wtr/samples/Mojave, Dennison Wells | 30.00 |
| | B149447 | Wtr/samples/Mojave, Dennison Wells | 30.00 |
| | | Check Total: | 1,663.00 |
| | | Vendor Total: | 1,663.00 |
| 0061 | BSK Associates | | |
| Check No: | 0 | Check Date: | |
| | 0067196 | Tract 6216/compaction testing | 940.00 |
| | 0067198 | Teh blvd pavement investigation | 2,850.00 |
| | 0067199 | Four Seasons Mall/compaction testing | 1,383.00 |
| | 006759 | Tract 6216/compaction testing | 2,226.00 |
| | | Check Total: | 7,399.00 |
| | | Vendor Total: | 7,399.00 |
| 0182 | P&J Electric | | |
| Check No: | 0 | Check Date: | |
| | 4517 | Electrician Foreman Hours | 859.44 |
| | 4517a | Electrical Materials | 167.16 |
| | | Check Total: | 1,026.60 |
| | | Vendor Total: | 1,026.60 |
| 0223 | Kern County Auditors Office | | |
| Check No: | 0 | Check Date: | |
| | 052013 | Parking citation Revenue/May 2013 | 33.00 |
| | | Check Total: | 33.00 |
| | | Vendor Total: | 33.00 |
| 0429 | Tehachapi Valley Healthcare | | |
| Check No: | 0 | Check Date: | |

| Vendor | Invoice No | Line Description | Check Amount |
|-----------|---------------------------------|---------------------------------------|--------------|
| | 308943 | PD Lab Fees | 74.16 |
| | | Check Total: | 74.16 |
| | | Vendor Total: | 74.16 |
| 0441 | Vulcan Materials Company | | |
| Check No: | 0 | Check Date: | |
| | 0470345 | 3035251 6SK 50/50 AE | 878.49 |
| | | Check Total: | 878.49 |
| | | Vendor Total: | 878.49 |
| 0476 | WITTS Everything for the Office | | |
| Check No: | 0 | Check Date: | |
| | 127858-0 | 24x36 Copies | 3.87 |
| | 128010-0 | Gen Govt. - Office Supplies | 52.00 |
| | 128068-0 | PD - Janitorial Supplies | 217.95 |
| | C 127610-0 | Gen Govt. - Office Supply | -21.96 |
| | | Check Total: | 251.86 |
| | | Vendor Total: | 251.86 |
| 0478 | Zee Medical Service | | |
| Check No: | 0 | Check Date: | |
| | 624908 | SWR - First Aid Supplies | 68.32 |
| | | Check Total: | 68.32 |
| | | Vendor Total: | 68.32 |
| 1055 | Mercury Graphics | | |
| Check No: | 0 | Check Date: | |
| | 4337 | PD/patches | 548.25 |
| | 4341 | GG/custom oak plaque | 69.88 |
| | 4342 | GG/vinyl decals flag sponsors/lay-out | 41.93 |
| | 4345 | GG/envelopes | 130.08 |
| | | Check Total: | 790.14 |
| | | Vendor Total: | 790.14 |
| 1313 | Certified Laboratories | | |
| Check No: | 0 | Check Date: | |
| | 1153698 | Swr/gold rush | 121.48 |
| | | Check Total: | 121.48 |
| | | Vendor Total: | 121.48 |
| 1801 | HD Supply Waterworks, LTD | | |
| Check No: | 0 | Check Date: | |
| | B125890 | Wtr/hyd adaptors/gate valves | 915.90 |
| | B144297 | Wtr/redi-clamps | 756.48 |
| | B148414 | Wtr/redi-clamps | 478.48 |
| | B148735 | Wtr/redi-clamps | 222.68 |
| | B157119 | Wtr/on-lok di restraint w/acc | 30.99 |
| | B169071 | Wtr/hyd adaptors | 555.26 |
| | | Check Total: | 2,959.79 |

| Vendor | Invoice No | Line Description | Check Amount |
|-----------|------------------------------------|---|--------------|
| | | Vendor Total: | 2,959.79 |
| 1947 | Tehachapi Lawn and Garden | | |
| Check No: | 0 | Check Date: | |
| | 2204 | .095 Gatorline | 36.53 |
| | 6004 | kwik loader | 34.39 |
| | | Check Total: | 70.92 |
| | | Vendor Total: | 70.92 |
| 2053 | Burtch Construction, Inc. | | |
| Check No: | 0 | Check Date: | |
| | 6 | Tract 6216 Improvement Project/Pay #6 | 154,934.58 |
| | 7 | Tract 6216 Improvement Project/Pay #7 | 41,097.95 |
| | | Check Total: | 196,032.53 |
| | | Vendor Total: | 196,032.53 |
| 2636 | High Desert Wireless Broadband Com | | |
| Check No: | 0 | Check Date: | |
| | 30038 | IT/June 2013 monthly consulting fee/billable ho | 2,637.50 |
| | | Check Total: | 2,637.50 |
| | | Vendor Total: | 2,637.50 |
| 2892 | Mountain Maintenance Group, Inc. | | |
| Check No: | 0 | Check Date: | |
| | 4555 1 | GG/cleaning/City Hall | 640.00 |
| | 4555 2 | PD/cleaning/129 E F st | 750.00 |
| | 4555 3 | Depot/cleaning | 500.00 |
| | 4555 4 | Airport/cleaning | 170.00 |
| | 4555 5 | WWTP/cleaning | 85.00 |
| | | Check Total: | 2,145.00 |
| | | Vendor Total: | 2,145.00 |
| 2994 | Richards Watson & Gershon | | |
| Check No: | 0 | Check Date: | |
| | 190317 | Legal Services through May 31, 2013 | 3,897.50 |
| | 190318 | Legal Service - Specail Counsel Service through | 650.00 |
| | | Check Total: | 4,547.50 |
| | | Vendor Total: | 4,547.50 |
| 3051 | Tehachapi Transmissions, Inc. | | |
| Check No: | 0 | Check Date: | |
| | 004639 | TE-08 Oil Change/Tire Rotation | 77.62 |
| | | Check Total: | 77.62 |
| | | Vendor Total: | 77.62 |
| 3066 | AECOM Technical Services, Inc. | | |
| Check No: | 0 | Check Date: | |
| | 37348364 | Tract 6216 improvements project | 92.79 |
| | 37348372 | WWTP/construction administration services | 6,060.50 |
| | 37348376 | WWTP reclaimed water system analysis | 1,979.50 |
| | 37348381 | Strts/Teh blvd. Phase II full depth reclamation | 2,409.33 |

| Vendor | Invoice No | Line Description | Check Amount |
|-----------|--------------------------------------|---|--------------|
| | 37348385 | Safe Routes to schools at Pinon & Curry | 1,018.85 |
| | 37348388 | Bike path striping project | 2,126.50 |
| | 37348498 | East Teh localized traffic study | 997.73 |
| | 37350756 | Tehachapi Police Dept TM | 1,669.00 |
| | 37355036 | WWTP/construction administration services | 4,087.00 |
| | 37355043 | WWTP reclaimed water system analysis | 262.12 |
| | 37355048 | Safe Routes to schools at Pinon & Curry | 17,458.22 |
| | 37355050 | Tehachapi blvd. Phase II full depth reclamation | 8,066.00 |
| | 37355062 | Bike path striping project | 5,074.25 |
| | 37355064 | CD/COT Walmart FEMA CLOMR services | 1,606.50 |
| | | Check Total: | 52,908.29 |
| | | Vendor Total: | 52,908.29 |
| 3217 | Office Depot | | |
| Check No: | 0 | Check Date: | |
| | 662423161001 | PD Label Writer & Shipping Labels | 315.33 |
| | 663346286001 | PD Copy Paper | 53.73 |
| | | Check Total: | 369.06 |
| | | Vendor Total: | 369.06 |
| 3234 | L.S.T. Services | | |
| Check No: | 0 | Check Date: | |
| | 799168 | Wtr/service call/general grade 2 /r&r lock | 206.25 |
| | | Check Total: | 206.25 |
| | | Vendor Total: | 206.25 |
| 3500 | American Grandstand Seating Co., Inc | | |
| Check No: | 0 | Check Date: | |
| | 01057 | Rodeo/repairs to damages on bleacher/time & m: | 800.00 |
| | | Check Total: | 800.00 |
| | | Vendor Total: | 800.00 |
| 3524 | Cornerstone Engineering | | |
| Check No: | 0 | Check Date: | |
| | 25769 | Tract 6216 street monuments/Land surveying ser | 3,755.38 |
| | | Check Total: | 3,755.38 |
| | | Vendor Total: | 3,755.38 |
| 3579 | TLO LLC | | |
| Check No: | 0 | Check Date: | |
| | | 06/01/2013-06/30/2013 billing services | 0.50 |
| | | Check Total: | 0.50 |
| | | Vendor Total: | 0.50 |
| 3596 | Kern Medical Center | | |
| Check No: | 0 | Check Date: | |
| | 062013 | PD/Assualt Kit | 856.90 |
| | | Check Total: | 856.90 |
| | | Vendor Total: | 856.90 |

| Vendor | Invoice No | Line Description | Check Amount |
|-----------|-----------------|---|--------------|
| 3604 | Ryan Montgomery | | |
| Check No: | 0 | Check Date: | |
| | 051613 | GG/mileage reimb/storm water training | 134.47 |
| | 20221 | PW/digital laser level/25' measure/tape measure | 70.90 |
| | 25338 | PW/digital infrared thermometer | 32.14 |
| | 5992 | GG/decoration | 21.45 |
| | | Check Total: | 258.96 |
| | | Vendor Total: | 258.96 |
| | | Report Total: | 279,932.25 |

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 6/27/2013 - 3:52 PM



| | | | Check Amount |
|--------------|-------|---|--------------|
| Check No: | 38307 | Check Date: 06/27/2013 | |
| Vendor: | 3603 | "Regents of U.C.", UCLA Police Dept. | |
| 06202013 | | PD\Seminar Registration - DBrown | 50.00 |
| | | | 50.00 |
| Check No: | 38308 | Check Date: 06/27/2013 | |
| Vendor: | 1822 | Ed Grimes | |
| 06122013 | | Council\Public Safety Committee\mileage reimb | 423.75 |
| 06132013 | | Council\Public Safety Committee\meals | 27.48 |
| | | | 451.23 |
| Check No: | 38309 | Check Date: 06/27/2013 | |
| Vendor: | 0372 | Southern California Edison | |
| 06192013 | | Air\314 N Hayes St | 197.71 |
| 06192013-1 | | Air\9999 1/2 Hayes St | 82.58 |
| 06192013-10 | | Air\314 N Hayes St | 95.94 |
| 06192013-11 | | PW\800 Enterprise | 101.72 |
| 06192013-12 | | PW\800 Enterprise Shop | 139.31 |
| 06192013-13 | | PW\800 Enterprise-Maintenance | 783.14 |
| 06192013-14 | | GG\115 S Robinson St | 1,096.61 |
| 06192013-15 | | PD\129 E F St | 1,433.25 |
| 06192013-16 | | GG\303 E D St | 47.23 |
| 06192013-17 | | GG\108 Pinon St | 47.71 |
| 06192013-18 | | PW\100 Commercial Way | 147.17 |
| 06192013-19 | | PW\101 Commercial Way | 125.43 |
| 06192013-2 | | Air\316 S Mojave St | 42.86 |
| 06192013-3 | | Air\314 N Hayes St PAPI | 29.11 |
| 06192013-4 | | Air\409 Bryan Ct | 413.67 |
| 06192013-5 | | Air\West End Teh Airport | 38.56 |
| 06192013-6 | | Air\314 N Hayes St #B | 244.66 |
| 06192013-7 | | Air\NE Cor Teh Airport | 40.44 |
| 06192013-8 | | Air\314 N Hayes St #G3 | 39.76 |
| 06192013-9 | | Air\Dennison s/o Hwy 58 | 149.22 |
| 06212013 | | GG\311 E D St | 126.02 |
| 06212013-1 | | Strts\113 S Mojave | 117.09 |
| 06212013-2 | | GG\114 S Green | 209.62 |
| 06212013-3 | | LLD\318 E E St | 80.00 |
| 06222013 | | LLD\329 1/2 D St | 62.53 |
| 06222013-1 | | GG\200 W Teh Blvd | 27.87 |
| 06222013-2 | | PD\220 W C St | 26.82 |
| 06222013-3 | | Strts\213 S Curry St A | 18.22 |
| | | | 5,964.25 |
| Check No: | 38310 | Check Date: 06/27/2013 | |
| Vendor: | 3011 | Verizon Wireless | |
| 9706533576 | | GG\Mobile Broadband | 38.01 |
| 9706533576-1 | | Fin\Mobile Broadband | 29.65 |

| | | |
|--------------|-------------------------|-------|
| 9706533576-2 | Wtr\Mobile Broadband | 15.01 |
| 9706533576-3 | Swr\Mobile Broadband | 15.01 |
| 9706742937 | GG\Mobile Broadband | 38.01 |
| 9706742937-1 | Air\Mobile Broadband | 38.01 |
| 9706742937-2 | GG\Mobile Broadband | 38.01 |
| 9706742937-3 | Air\Mobile Broadband | 29.65 |
| 9706742937-4 | PW\Mobile Broadband | 29.65 |
| 9706742937-5 | GG\Mobile Broadband | 29.65 |
| 9706742937-6 | ComDev\Mobile Broadband | 29.65 |
| 9706742937-7 | Wtr\Mobile Broadband | 15.01 |
| 9706742937-8 | Swr\Mobile Broadband | 15.01 |

360.33

Check No: 38311 Check Date: 06/27/2013
 Vendor: 2230 CDPH-OCP
 0627131 Wtr/Grade D3 exam/AGamble

100.00

100.00

Check No: 38312 Check Date: 06/27/2013
 Vendor: 2230 CDPH-OCP
 0627132 Wtr /Grade D1 exam/DArtzer

50.00

50.00

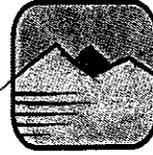
Date Totals: 6,975.81

Report Total: 6,975.81

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 6/27/2013 - 3:54 PM



CITY OF
TEHACHAPI
CALIFORNIA

| | | | Check Amount |
|---------------|-------|------------------------------------|--------------|
| Check No: | 38387 | Check Date: 06/27/2013 | |
| Vendor: | 0573 | Pyro Spectaculars, Inc. | |
| 062713 | | GG/fireworks display/final payment | 10,000.00 |
| | | | <hr/> |
| | | | 10,000.00 |
| | | | <hr/> |
| Date Totals: | | | 10,000.00 |
| | | | <hr/> |
| Report Total: | | | 10,000.00 |
| | | | <hr/> <hr/> |

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 7/11/2013 - 2:34 PM



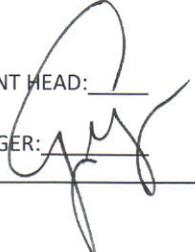
| | | | Check Amount |
|---------------|-------|--------------------------------------|--------------|
| Check No: | 38392 | Check Date: 07/11/2013 | |
| Vendor: | 0017 | American Business Machines | |
| 175798a | | Gen. Govt. Copier | 17,500.00 |
| 175798b | | Finance Copier | 6,956.25 |
| | | | 24,456.25 |
| Check No: | 38393 | Check Date: 07/11/2013 | |
| Vendor: | 3252 | Knights Event Management | |
| 07032013 | | Hot Dog Festival - Event Security | 407.00 |
| | | | 407.00 |
| Check No: | 38394 | Check Date: 07/11/2013 | |
| Vendor: | 0260 | Liebert Cassidy Whitmore | |
| 165574 | | Consortium Membership 7/1/13-6/30/14 | 1,387.00 |
| | | | 1,387.00 |
| Check No: | 38395 | Check Date: 07/11/2013 | |
| Vendor: | 1869 | State Water Resources Control Board | |
| 07032013 | | WWTP Operator IV Exam Fee | 440.00 |
| | | | 440.00 |
| Check No: | 38396 | Check Date: 07/11/2013 | |
| Vendor: | 2044 | Wells Fargo Bank, N.A. | |
| 61216a | | CIEDB-01-019 | 26,927.99 |
| 61216b | | CIEDB-01-019 | 26,927.99 |
| 61216c | | CIEDB-01-019 | -26,927.99 |
| 61216d | | CIEDB-01-019 | 1,622.17 |
| 61216e | | CIEDB-01-019 | 3,893.20 |
| 61216f | | CIEDB-01-019 | 11,076.75 |
| 61216g | | CIEDB-01-019 | 667.27 |
| 61216h | | CIEDB-01-019 | 1,601.46 |
| 61216i | | CIEDB-01-019 | 2,070.40 |
| 61216j | | CIEDB-01-019 | 124.72 |
| 61216k | | CIEDB-01-019 | 299.34 |
| | | | 48,283.30 |
| Date Totals: | | | 74,973.55 |
| Report Total: | | | 74,973.55 |

CITY OF TEHACHAPI
 TREASURER'S REPORT
 FY 2012-13

MONTH END BANK STATEMENT BALANCE

| | | | 1/31/2013 | 2/28/2013 | 3/31/2013 | 4/30/2013 | 5/31/2013 | 6/30/2013 |
|--|---------------------|-------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| BANK ACCOUNTS | | | | | | | | |
| General Checking | Bank of the Sierra | 21002-06457 | 4,509,675.50 | 1,582,612.28 | 636,859.09 | 2,204,336.12 | 1,850,785.65 | 689,558.66 |
| Water Deposit Trust | Bank of the Sierra | 21002-08503 | 99,573.85 | 120,485.83 | 103,155.85 | 106,795.85 | 110,920.85 | 102,764.85 |
| AD 83-1/87-1, Tucker | Bank of the Sierra | 21004-80193 | 87,585.33 | 87,591.17 | 87,597.01 | 87,602.85 | 87,606.01 | 87,608.20 |
| AD 89-3 | Bank of the Sierra | 21002-81054 | 828.82 | 828.82 | 828.82 | 828.82 | 828.82 | 828.82 |
| RDA Checking | Bank of the Sierra | 21002-18650 | 22,079.41 | 22,079.41 | 22,079.41 | 22,079.41 | 22,079.41 | 22,079.41 |
| Payroll | Bank of the West | 709-031215 | 47,724.26 | 47,550.60 | 47,375.96 | 47,190.09 | 47,036.17 | 46,882.06 |
| AFLAC Flex Spending | Bank of the West | 709-039747 | 13,307.73 | 12,486.94 | 13,155.23 | 12,447.80 | 12,724.25 | 12,968.57 |
| Airport key Deposit/Cr Card Purch | Bank of the West | 709-029821 | 68,908.84 | 91,584.68 | 20,741.14 | 52,043.49 | 82,894.31 | 30,833.26 |
| Ashtown Water Escrow | Bank of the West | CD 709-000-855969 | 107,434.61 | 107,434.61 | 107,434.61 | 107,434.61 | 107,434.61 | 107,434.61 |
| 1994/2004 Refunding Bond | Bank of New York | 870513-870517 | 0.00 | 0.00 | 0.00 | 55,853.13 | 0.00 | 0.00 |
| CFD 90-1 | Union Bank | 67170669300-308 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| RDA 2007 | Bank of New York | 870951/52/53/54 | 615,401.65 | 615,401.65 | 615,401.65 | 615,401.65 | 829,760.40 | 615,401.65 |
| RDA 2005 | Bank of New York | 870711-16 | 577,854.28 | 577,854.28 | 577,854.28 | 577,854.28 | 764,988.03 | 577,854.28 |
| LAIF | State of California | 98-15-914 | 9,425,502.71 | 13,225,502.71 | 13,625,502.71 | 12,233,788.81 | 12,233,788.81 | 13,793,788.81 |
| Total Funds in Banks | | | 15,575,876.99 | 16,491,412.98 | 15,857,985.76 | 16,123,656.91 | 16,150,847.32 | 16,028,003.18 |
| INVESTMENTS | | | | | | | | |
| CSJVRMA Investment Pool | Chandler Asset Mgt | 1113 | 2,000,000.00 | 2,000,000.00 | 2,000,000.00 | 2,000,000.00 | 2,000,000.00 | 2,000,000.00 |
| Various Money Market Funds | Morgan Stanley (2) | 117-067378-235 | 1.64 | 341.15 | 647.81 | 73,229.68 | 73,459.63 | 237.10 |
| Govt. Securities-Fed Farm Cr Bk | Morgan Stanley (2) | 117-067378-235 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Govt. Securities-Fed Home Ln Bk | Morgan Stanley (2) | 117-067378-235 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Various Certificates of Deposit | Morgan Stanley (2) | 117-067378-235 | 384,005.10 | 384,005.10 | 384,005.10 | 315,005.10 | 315,005.10 | 315,005.10 |
| Federal Hm Ln Bank/Fannie Mae | BNY-Custodian (3) | 8870586 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| * Loaned to Wtr/Swr to pay-off COP2000 | | | 843,626.42 | 843,626.42 | 843,626.42 | 843,626.42 | 708,203.09 | 708,203.09 |
| Total Investments | | | 3,227,633.16 | 3,227,972.67 | 3,228,279.33 | 3,231,861.20 | 3,096,667.82 | 3,023,445.29 |
| TOTAL PORTFOLIO | | | 18,803,510.15 | 19,719,385.65 | 19,086,265.09 | 19,355,518.11 | 19,247,515.14 | 19,051,448.47 |



| | |
|------------------------|--|
| APPROVED |  |
| DEPARTMENT HEAD: _____ | |
| CITY MANAGER: _____ | |

COUNCIL REPORTS

MEETING DATE: JULY 15, 2013 AGENDA SECTION: FINANCE

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: JULY 9, 2013

SUBJECT: HUMAN RESOURCES COORDINATOR

BACKGROUND

With the increase in the number of employees over the last several years there has been an increase in the number of human resources related tasks, and due to the complexity of State and Federal labor laws, staff feels that there is an apparent need for an employee whose main focus is on human resources.

The City of Tehachapi currently directs most of its human resources related responsibilities to Accounting Specialist, Christie Copus, which includes the handling of all claims related to risk management. Presently, approximately 70% of Christie Copus' time is spent on human resources related tasks and she has proven herself to be the perfect candidate for the position of Human Resources Coordinator. Attached you will find the job description and qualifications related to the position. Some accounting functions such as utility and miscellaneous billings, collection process of delinquent accounts, and other miscellaneous accounting functions will still be handled by Christie and this position will continue to report to the Finance Director.

FISCAL IMPACT

Monthly salary range from \$3,461 to \$5,417.

RECOMMENDATION

APPROVE THE JOB DESCRIPTION AND SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES COORDINATOR AND CHANGE CHRISTIE COPUS' POSITION FROM ACCOUNTING SPECIALIST TO HUMAN RESOURCES COORDINATOR

HUMAN RESOURCES COORDINATOR

Status: Non-Exempt

Reports to: Finance Director

Definition/Summary

Under general supervision, performs a variety of technical and routine professional duties in support of recruitment and selection, classification and compensation administration, labor relations, and risk management; performs related duties as required.

Essential Functions

- Assists with recruitment process including developing plans, schedules, advertisements, and screening.
- Coordinates background checks and pre-employment physical exams.
- Assists with orientation and benefits administration.
- Prepares, maintains and processes personnel documents, files, records.
- Processes COBRA notifications.
- Provides information regarding employee benefits and City personnel rules.
- Coordinates various training related to HR and benefits.
- Maintains schedules of personnel transactions to ensure timeliness of employee performance evaluations, merit step advancements and training.
- Conducts salary and benefit surveys, compiles data and prepares related reports.
- Updates Personnel Policy Manual as needed.
- Assists with the preparation of various insurance claims and acts as a liaison to City staff, claims adjustors and investigators, and insurance agents in the disposition of claims.
- Updates various annual insurance renewal information.
- Processes water meter reading data. Oversees accuracy of meter reading and directs re-reading where there appears to be inconsistencies.
- Prepares and mails utility and miscellaneous bills.
- Assists in reconciling utility billing activity with the general ledger.
- Maintains customer account files.
- Pursues collection of delinquent accounts including final notices, shut-offs and preparation of liens, collections and write-offs.
- Maintains and controls petty cash.
- Maintain effective working relationships with employees, management, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.
- Performs other related duties as assigned.

Job Standards/Specifications

Knowledge of:

- Federal and state laws, rules, and regulations relating to public entity employment practices.
- Principles and practices of personnel administration.
- Utility billing and collection procedures.
- Basic bookkeeping principles and practices.

Ability to:

- Develop and administer recruitment programs.
- Conduct research, perform analysis, and prepare reports.
- Maintain accurate records.
- Organize own work, coordinate projects, set priorities, meet deadlines and follow-up on assignments with minimum direction.
- Work irregular or extended work hours: Occasionally required to change working hours or work overtime.

Typical Physical Activities

- Travel by airplane and automobile in conducting City business.
- Work at a desk for an extended period of time.
- Work in an office environment, lift and move objects up to 15 pounds such as large binders, books, and small office equipment.
- Sufficient finger/hand coordination and dexterity to operate and adjust office equipment.
- Regularly uses a telephone for communication.
- Use office equipment such as computers, copiers, and FAX machines.
- Sits for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Desirable Qualifications

Any combination of education and experience that would likely provide the necessary knowledge and abilities is qualifying.

- Education: Completion of a high school diploma or equivalent with college courses in business administration, human resources management, or closely related field.
- Experience: Three years of increasingly responsible experience in administrative/personnel system development and administration.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License may be required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.



COUNCIL REPORTS

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

MEETING DATE: JULY 15, 2013 AGENDA SECTION: AIRPORT MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM GLASGOW

DATE: JULY 10, 2013

SUBJECT: INSTRUMENT APPROACH PROCEDURE

BACKGROUND

As the Council is aware, City Staff has been working with the Federal Aviation Administration on a \$2.3 million airport taxiway relocation project for the last two years. Project approval was anticipated and budgeted for this past year (FY-12/13). The FAA has been supportive of the project, however they recently requested additional environmental work to be accomplished in FY 13/14 prior to final approval. The FAA is also anticipating a healthier budget to completely fund construction of the project in FY 14/15.

As the Council also knows, Tehachapi Municipal Airport receives \$150,000 in entitlements each year for capital improvements from the FAA. With the taxiway relocation project on hold for a few years, the FAA recently indicated to City Staff they would support and streamline an application in Federal FY 12/13 for the development of an instrument approach procedure at the airport. This approach procedure would provide the following benefits:

1. An additional level of safety by enhancing the runway environment
2. A safe alternative to access the airport in marginal weather
3. Complete one of the desired goals of the taxiway relocation project
4. Accomplish a facility improvement noted in the Airport Master Plan

The total cost of this project is estimated to be \$230,000 and is shown in detail in the attached project summary. The City would be accountable for 10% matching funds. The total cost to the City would be approximately \$23,000. Because of the timing of conversations with the FAA, the \$23,000 was not included in the budget for FY 13/14.

RECOMMENDATION

City Staff recommends budgeting \$25,000 to cover the City's match and contingency and to direct Staff to solicit bids for the Instrument approach Markings and Lighting project.

| Application for Federal Assistance SF-424 | | |
|---|---|---|
| * 1. Type of Submission <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision | * If Revision, select appropriate letter(s): * Other (Specify) |
| * 3. Date Received: | 4. Application Identifier: | |
| 5a. Federal Entity Identifier: | * 5b. Federal Award Identifier: | |
| State Use Only: | | |
| 6. Date Received by State: | 7. State Application Identifier: | |
| 8. APPLICANT INFORMATION: | | |
| * a. Legal Name: City of Tehachapi | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): 95-60000801 | *c. Organizational DUNS: 60-098-6863 | |
| d. Address: | | |
| * Street1: 115 South Robinson Street Street 2: * City: Tehachapi County: * State: CA Province: Country: *Zip/ Postal Code: 93561 | | |
| e. Organizational Unit: | | |
| Department Name: Airport | Division Name: Airport | |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| Prefix: Mr. Middle Name: * Last Name: Schlosser Suffix: | First Name: John (Jay) | |
| Title: City Engineer | | |
| Organizational Affiliation: | | |
| * Telephone Number: 661-822-2200, ext. 115 | Fax Number: 661-822-8559 | |
| * Email: jschlosser@tehachapicityhall.com | | |

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Tehachapi and east-central Kern County

* 15. Descriptive Title of Applicant's Project:

Runway 11-29 Enhancements: side strips, remove aiming points, install flush-mount threshold lights.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant CA - 022; Kevin McCarthy

* b. Program/Project: Ca - 022; Kevin McCarthy

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: June 2013

* b. End Date: February 2014

18. Estimated Funding (\$):

| | |
|--------------------|--------------|
| *a. Federal | \$206,805.00 |
| *b. Applicant | \$12,639.00 |
| *c. State | |
| *d. Local | \$10,340.00 |
| *e. Other | |
| *f. Program Income | |
| *g. TOTAL | \$229,784.00 |

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

**I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: John (Jay)

Middle Name:

*Last Name: Schlosser

Suffix:

*Title: City Engineer

*Telephone Number: 661-822-2200, ext. 115

Fax Number: 661-822-8559

*Email: jschlosser@tehachapicityhall.com

*Signature of Authorized Representative:

Date Signed:

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

NONE.

PART II PROJECT APPROVAL INFORMATION

| | |
|---|---|
| Item 1. Does this assistance request require State, local, regional, or other priority rating? | Name of Governing Body Priority <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 2. Does this assistance request require State, local advisory, educational or health clearances? | Name of Agency or Board (Attach Documentation) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? | (Attach Comments) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 4. Does this assistance request require State, local, regional, or other planning approval? | Name of Approving Agency Date / / <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 5. Is the proposed project covered by an approved comprehensive plan? | Check One: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of plan <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Item 6. Will the assistance requested serve a Federal installation? | Name of Federal Installation Federal Population benefiting from Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 7. Will the assistance requested be on Federal land or installation? | Name of Federal Installation Location of Federal Land Percent of Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 8. Will the assistance requested have an impact or effect on the environment? | See instructions for additional information to be provided. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? | Number of: Individuals Families Businesses Farms <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? | See instructions for additional information to be provided. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| PART III - BUDGET INFORMATION | | | | | | |
|--|-------------------------------------|-----------------------------|--------------------|-----------------------|--------------------|--------------|
| SECTION A - BUDGET SUMMARY | | | | | | |
| Grant Program, Function or Activity (a) | Federal Catalog No. (b) | Estimated Unobligated Funds | | New or Revised Budget | | |
| | | Federal (c) | Non-Federal (d) | Federal (e) | Non-Federal (f) | Total (g) |
| 1. AIP | 20.106 | \$206,805.00 | \$22,979.00 | \$ | \$ | \$229,784.00 |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. TOTALS | | \$206,805.00 | \$22,979.00 | \$ | \$ | \$229,784.00 |
| SECTION B - BUDGET CATEGORIES | | | | | | |
| 6. Object Class Categories | Grant Program, Function or Activity | | | | Total | |
| | (1) | (2) | (3) | (4) | (5) | |
| a. Personnel | \$ | \$ | \$ | \$ | \$ | |
| b. Fringe Benefits | | | | | | |
| c. Travel | | | | | | |
| d. Equipment | | | | | | |
| e. Supplies | | | | | | |
| f. Contractual | 82,000.00 | | | | 82,000.00 | |
| g. Construction | 137,784.00 | | | | 137,784.00 | |
| h. Other | 10,000.00 | | | | 10,000.00 | |
| i. Total Direct Charges | 229,784.00 | | | | 229,784.00 | |
| j. Indirect Charges | | | | | | |
| k. TOTALS | \$229,784.00 | \$ | \$ | \$ | \$229,784.00 | |
| 7. Program Income | \$ | \$ | \$ | \$ | \$ | |

| SECTION C - NON-FEDERAL RESOURCES | | | | | |
|--|--------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| (a) GRANT PROGRAM | (b) APPLICANT | (c) STATE | (d) OTHER SOURCES | (e) TOTALS | |
| 8. | \$12,639.00 | \$10,340.00 | \$ | \$ 22,979.00 | |
| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. TOTALS | 12,639.00 | 10,340.00 | | 22,979.00 | |
| SECTION D - FORECASTED CASH NEEDS | | | | | |
| | Total for 1 st Year | 1 st Quarter | 2 nd Quarter | 3 rd Quarter | 4 th Quarter |
| 13. Federal | \$206,805.00 | \$51,701.00 | \$51,701.00 | \$51,701.00 | \$51,702.00 |
| 14. Non-Federal | 22,979.00 | 5,745.00 | 5,745.00 | 5,745.00 | 5,744.00 |
| 15. TOTAL | \$229,784.00 | \$57,446.00 | \$57,446.00 | \$57,446.00 | \$57,446.00 |
| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | | |
| (a) GRANT PROGRAM | FUTURE FUNDING PERIODS (YEARS) | | | | |
| | (b) FIRST | (c) SECOND | (d) THIRD | (e) FOURTH | |
| 16. | \$ | \$ | \$ | \$ | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTALS | \$ | \$ | \$ | \$ | |
| SECTION F - OTHER BUDGET INFORMATION (ATTACH ADDITIONAL SHEETS IF NECESSARY) | | | | | |
| 21. Direct Charges: | | | | | |
| 22. Indirect Charges: | | | | | |
| 23. Remarks: | | | | | |
| PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION) | | | | | |

Tehachapi Municipal Airport
WAAS Approach to Runway 11 and Runway 29

June 28, 2013

Improvements on the ground:

1. Runway edge stripes: 18" white.
2. Remove aiming points: blast or mechanical agitation.
3. Replace 37 each 30 watt bulbs with 45 watt bulbs in existing elevated runway edge lights.
4. Provide Airport 37 each 45 watt bulbs as spare.
5. Install 32 each flush-mount runway lights each with a spare bulb.
6. Electrical investigation.

Airport Approach:

1. Considered as non-precision, instrument.
2. Visibility minimums to be determined during the preparation of the approach.
3. No anticipated increase in traffic or noise.
4. No anticipated increase in population center over-flight.

Construction Cost Estimate

| Bid Item | Description | Estimated Quantity | Unit | Unit Price | Total |
|--|---|---------------------------|-------------|-------------------|---------------------|
| 1 | Mobilization and Airfield Safety | 1.0 | LS | \$7,000.00 | \$7,000.00 |
| 2 | Remove aiming points | 9,000.0 | SF | \$1.80 | \$16,200.00 |
| 3 | Pavement marking | 12,500.0 | SF | \$1.30 | \$16,250.00 |
| 4 | Electrical conduit, 2" dia., encased | 450.0 | LF | \$16.00 | \$7,200.00 |
| 5 | Pull box | 8.0 | EA | \$1,500.00 | \$12,000.00 |
| 6 | Conductor | 900.0 | LF | \$1.50 | \$1,350.00 |
| 7 | Counterpoise | 900.0 | LF | \$2.00 | \$1,800.00 |
| 8 | Threshold light, flush-mount, concrete-encased, MIRL w/ground, multi-color, 45 watt, & spare bulb | 32.0 | EA | \$1,900.00 | \$60,800.00 |
| 9 | Asphalt pavement trench repair | 450.0 | SF | \$20.00 | \$9,000.00 |
| 10 | Remove existing bulb and replace with new 45 watt bulb in existing elevated edge light. | 37.0 | EA | \$20.00 | \$740.00 |
| 11 | Provide spare edge light bulbs, 45 watt | 37.0 | EA | \$12.00 | \$444.00 |
| 12 | Airfield electrical circuit integrity testing and system investigation | 1.0 | T&M | \$5,000.00 | \$5,000.00 |
| Total Estimated Construction Cost | | | | | \$137,784.00 |

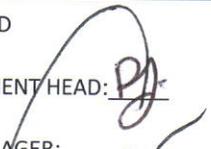
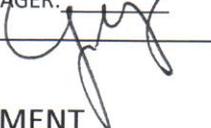
Tehachapi Municipal Airport
WAAS Approach to Runway 11 and Runway 29

Overall Project Financial Summary

| Project Costs | | | Project Funding | |
|---------------|---|---------------------|---|--------------|
| Item | Description | Cost | | |
| 1 | Grant Management: App., ACIP's, 271's | \$2,000.00 | FAA Grant (90.0% of total project) | \$206,805.00 |
| 2 | Topographic Survey | \$4,000.00 | | |
| 3 | Preparation of Plans and Specifications | \$18,000.00 | | |
| 4 | Environmental Documentation - Cat Ex | \$2,000.00 | Caltrans (5% of FAA) | \$10,340.00 |
| 5 | Permit | \$0.00 | | |
| 6 | Construction (see above) | \$137,784.00 | City of Tehachapi (balance of costs) | \$12,639.00 |
| 7 | Construction Administration | \$10,000.00 | | |
| 8 | Inspection: 25 working days | \$25,000.00 | | |
| 9 | Construction Staking | \$4,000.00 | | |
| 10 | Materials Testing | \$4,000.00 | | |
| 11 | Electrical Systems Analysis | \$5,000.00 | | |
| 12 | Project Close Out: As-Built Plans, Report | \$4,000.00 | | |
| 13 | Document Duplication & Advertising | \$4,000.00 | TOTAL | \$229,784.00 |
| 14 | Sponsor Administration | \$10,000.00 | | |
| | TOTAL | \$229,784.00 | | |

In the event Caltrans does not participate, the City of Tehachapi participation level is \$22,979.00
All calculations based on estimate. Actual grant to be based on bids received after design and public bidding of the project.



| |
|---|
| APPROVED |
| DEPARTMENT HEAD:  |
| CITY MANAGER:  |

COUNCIL REPORTS

MEETING DATE: July 15, 2013 AGENDA SECTION: COMMUNITY DEVELOPMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: JULY 9, 2013

SUBJECT: ADOPTION OF MITIGATED NEGATIVE DECLARATION PREPARED IN CONJUNCTION WITH THE SNYDER WELL INTERTIE PROJECT

BACKGROUND

As the City Council will recall the City of Tehachapi has applied for a Kern IRWMP Proposition 84 grant to tie the Snyder Well into the Tehachapi Cummings County Water District (District) non-potable waterline. The grant application required environmental clearance in terms of the CEQA process. There was not a clear categorical exemption from CEQA for a project of this type and as such staff felt compelled to prepare a Mitigated Negative Declaration towards complying with the CEQA legislation and the grant application requirements.

The general purpose of the aforementioned project for which the funding is being pursued is to physically connect (via 8-inch and 10-inch PVC water main) the Snyder Well, located at the intersection of Snyder Avenue and D Streets, with the Tehachapi Cummings County Water District (TCCWD) owned non-potable waterline located at the intersection of Valley Boulevard and Dennison Road. The Snyder Well commonly yields water with nitrate values greater than the state-mandated Maximum Contaminant Level (MCL). As such the well cannot be used as an isolated source of domestic water. The well was kept on line and the water made potable through a blending process whereby the water from the Snyder Well was mixed with water from other wells with acceptable nitrate levels resulting in a blending of multiple sources of domestic water. In this blending scenario the Snyder Well water was sufficiently diluted with other sources of domestic water which did not have the nitrate value issue.

The current proposal however is to take the Snyder Well off line from the City system and connect it to a non-potable water system owned and managed by TCCWD. The non-potable TCCWD water is used in the surrounding area in various landscape, park and open space irrigation applications. The Snyder Well once tied into the TCCWD non-potable system would be operationally turned over to TCCWD for two 5-year periods. In the first 5-year period, TCCWD would have preferential access to the well for use as they see fit. In the second 5-year period, the City would have this preferential access with TCCWD having secondary access.

At the end of the collective 10-year period, the well would be returned to service in the City system presuming the nitrate values drop below the MCL. This drop is expected to occur as a result of sustained pumping by TCCWD into their non-potable system. An additional benefit of the project is that most of the area the non-potable water will be applied is currently being irrigated with domestic water. By replacing the potable water with non-potable water will free up, so to speak, additional resources in terms of the City's allowable pumping rights for domestic consumption pursuant to the Tehachapi Basin adjudication process. Attachment A illustrates the approximate location of the proposed Snyder Well intertie line. It should be noted that Attachment A suggests that the Sullivan Well will be tied into the City distribution system as a component of this project. However, this component of the project has been deleted. The Mitigated Negative Declaration document identified several environmental issues. However all issue are manageable and can be mitigated to a level of insignificance. The Mitigated Negative Declaration along with agency comments and response to comments has been incorporated herein as Attachment B.

OPTIONS

To pursue the aforementioned grant an Environmental/CEQA document will need to be prepared and adopted by the City of Tehachapi and in this regard if we (the City) are to pursue this grant opportunity there is essentially no other option other than to not pursue the funding. Therefore, no other options are available for consideration.

RECOMMENDATION

Staff recommends that the City Council adopt the Mitigated Negative Declaration for the Snyder Well Intertie Project towards complying with the Proposition 84 grant requirements.

LOCATION OF PROPOSED

PROPOSED SNYDER WELL INTERTIE LINE

ATTACHMENT A



Source: Esri, DigitalGlobe, GeoEye, Earthstar, UsDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Raw Water Pipeline for Nitrate Clean-up and Turf Irrigation

City of Tehachapi

- Existing Wells
- Existing Domestic Water Pipeline
- Existing Raw Water Pipeline
- Proposed Domestic Water Pipeline
- Proposed Raw Water Pipeline

0 150 300 Feet

PROVOST & PRITCHARD
EST. 1968
1800 30th Street, Ste. 280
Bakersfield, CA 93301
CONSULTING GROUP (661) 616-5900
An Employee Owned Company

MITIGATED NEGATIVE DECLARATION

SNYDER WELL INTERTIE

ATTACHMENT B



MITIGATED NEGATIVE DECLARATION STATE, COUNTY AND LOCAL AGENCY REVIEW

The City of Tehachapi Planning Department has prepared a Negative Declaration for the project identified below. As mandated by State law, the minimum public review period for this document is 30 days.

The comment period for this document closes on **June 18, 2013**. Please submit electronic comments to rdavis@tehachapicityhall.com or mail comments to City of Tehachapi, 115 S. Robinson Street, Tehachapi, CA 93561.

Project Title: Snyder Well Intertie Project

Project Location: Snyder Well legally described as State Well Number T32S/RCCE/21K01M, which is located at Jacobsen Middle School 711 Anita Drive Tehachapi California Assessor Parcel Number 040-460-11.

Project Description: Snyder Well intertie to Tehachapi Cummings County Water District (TCCWD) non-potable water system in order to reduce nitrate contamination. Please see narrative discussion for a more detail description.

For further information, please contact David James, Community Development Director at (661) 822-2200 ext. 119.

STATE OF CALIFORNIA)

COUNTY OF KERN)

I, ROXANNE DAVIS, declare:

1. That I am the Executive Assistant for the Community Development Department for the City of Tehachapi, California; and
2. That a Negative Declaration for Snyder Well Tiein was mailed by me to the attached distribution list on March 14, 2013.

I declare under penalty of perjury that the foregoing is true and correct.

Dated this 14th day of March 2013.



Roxanne Davis, CMC

Community Development Executive Assistant

Tehachapi Unified School District
300 South Robinson Street
Tehachapi, CA 93561

Tehachapi Valley Recreation & Parks District
P.O. Box 373
Tehachapi, CA 93581

Tehachapi Cummings County Water District
P.O. Box 326
Tehachapi, CA 93581

Southern California Edison Company
42060 10th Street West
Lancaster, CA 93534

Kern County Library-Tehachapi
1001 West Tehachapi Blvd. Suite A 400
Tehachapi, CA 93561

Southern California Gas Company
Attn: Mel Whiteaker
9400 Oakdale Avenue
Chatsworth, CA 91311

Brighthouse
3600 North Sillect Avenue
Bakersfield, CA 93308

Kern County Office of Planning
2700 "M" Street, Suite 100
Bakersfield, CA 93301

David L. Jones
Kern County Air Pollution Control District
2700 "M" Street, Suite 302
Bakersfield, CA 93301



**Kern Valley Indian Council
Harold Williams, Chairperson
15775 Setimo Creek Road
Caliente, CA 93518**

**Harold Williams, Kawaiisu Tribal Elder
P.O. Box 147
Caliente, CA 93518**



DISTRIBUTION LIST
Snyder Well Intertie Project

Local Agencies

1. Tehachapi Unified School Dist.
2. City of Tehachapi Police Dept.
3. Tehachapi Cummings County Water Dist.
4. Tehachapi Recreation & Parks Dist.
5. Tehachapi Hospital
6. Benz Sanitation
7. Kern County Library-Tehachapi Branch
8. Brighthouse Cable
9. Southern California Edison
10. Southern California Gas Company
11. SBC Telephone Planning Dept.
12. Tehachapi Resource Conservation Dist.
13. Local Agency Formation Commission
14. City of Tehachapi Public Works Dept.
15. City of Tehachapi Engineer
16. City of Tehachapi Airport Dept.
17. Other

Other

1. Audobon Society-Sacramento
2. Sierra Club
3. Caltrans Aeronautical Division
4. Federal Aviation Administration
5. County of Kern Department of Airports
6. Kawaiisu Tribe Attn: Harold Williams

Kern County Agencies

1. Kern County Water Agency
2. Kern County Fire Dept.
3. Kern County Sheriff's Dept. (Kelly Allred-Tract Maps)
4. Kern County Sheriff's Dept.
5. Kern County Agriculture Commissions Office
6. Kern Council of Government
7. Kern County Public Works & Roads Dept.
8. Kern County Building Dept.
9. Kern County Office of Planning
10. Kern County Environmental Health Dept.
11. Kern County Waste Management Dept.
12. Air Pollution Control Dist.
13. Native American Heritage Council of Kern County
14. Other

State/Federal

1. State Office of Planning & Research/State Clearing House
2. Soil conservation Service, US Dept. of Agriculture
3. Supervisor Zack Scrivner
4. Caltrans District 9 – Gayle Rosander
5. California Regional Water Quality Control Board
6. California Department of Fish and Game
7. Southern San Joaquin Arch Information Center
8. Fish and Wildlife
9. Soil Conservation Service
10. U.S. Army Corps of Engineers
11. Other

Date Mailed 3-19-2013
by Roxanne Davis

DISTRIBUTION LIST
Snyder Well Intertie Project

Local Agencies

1. Tehachapi Unified School Dist.
2. City of Tehachapi Police Dept.
3. Tehachapi Cummings County Water Dist.
4. Tehachapi Recreation & Parks Dist.
5. Tehachapi Hospital
6. Benz Sanitation
7. Kern County Library-Tehachapi Branch
8. Brighthouse Cable
9. Southern California Edison
10. Southern California Gas Company
11. SBC Telephone Planning Dept.
12. Tehachapi Resource Conservation Dist.
13. Local Agency Formation Commission
14. City of Tehachapi Public Works Dept.
15. City of Tehachapi Engineer
16. City of Tehachapi Airport Dept.
17. Other

Other

1. Audobon Society-Sacramento
2. Sierra Club
3. Caltrans Aeronautical Division
4. Federal Aviation Administration
5. County of Kern Department of Airports
6. Applicant

Kern County Agencies

1. Kern County Water Agency
2. Kern County Fire Dept.
3. Kern County Sheriff's Dept. (Kelly Allred-Tract Maps)
4. Kern County Sheriff's Dept.
5. Kern County Agriculture Commissions Office
6. Kern Council of Government
7. Kern County Public Works & Roads Dept.
8. Kern County Building Dept.
9. Kern County Office of Planning
10. Kern County Environmental Health Dept.
11. Kern County Waste Management Dept.
12. Air Pollution Control Dist.
13. Other

State/Federal

1. State Office of Planning & Research/State Clearing House
2. Soil conservation Service, US Dept. of Agriculture
3. Supervisor Zack Scrivner
4. Caltrans District 9 – Gayle Rosander
5. Native American Heritage Council of Kern County
6. California Regional Water Quality Control Board
7. California Department of Fish and Game
8. Southern San Joaquin Arch Information Center
9. Fish and Wildlife
10. Soil Conservation Service
11. U.S. Army Corps of Engineers
12. Other

Date Mailed 3-14-2013
by Roxanne Davis

**City of Tehachapi
115 South Robinson Street
Tehachapi, California 93561**

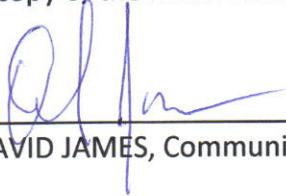
TO WHOM IT MAY CONCERN:

Pursuant to California Environmental Quality Act of 1970 (CEQA), State EIR Guidelines, and the Regulations Governing the Evaluation of Project and the Preparation of Environmental Statements in the City of Tehachapi, the Responsible Official has made an Initial Study of possible environmental impacts of the following described project:

- APPLICANT: City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561
- PROJECT DESCRIPTION: Snyder Well intertie to Tehachapi Cummings County Water District (TCCWD) non-potable water system in order to reduce nitrate contamination. Please see narrative discussion for a more detail description.
- LOCATION: Snyder Well legally described as State Well Number T32S/RCCE/21K01M, which is located at Jacobsen Middle School 711 Anita Drive Tehachapi California Assessor Parcel Number 040-460-11.
- MITIGATION MEASURES: Cultural Resources/Archeological Resources
If cultural resources are exposed/discovered during the construction phase the applicant will be required to halt work until the resources can be properly retrieved and documented.
- Air Quality
The contractor shall comply with the Kern County Air Pollution Control District requirements.
- Residential Interface
Trenching and pipe line installation along areas of residential interface and not within right-of-way shall occur between 8:00 a.m. and 5:00 p.m. only. Equipment utilized to dig trench and install water line shall be approximately scaled down along the interface segment to reduce incapability with adjacent residence to the furthest extent possible.
- FINDINGS: It has been found that said project will not have a significant effect on the environment and that an Environmental Impact Report (EIR) is therefore not required pursuant to CEQA.

Any person may object to dispensing with such EIR or respond to the findings contained in the Initial Study a copy of said Initial Study and other information relating to the proposed project are on file in the office of the Community Development Department, Tehachapi City Hall located at 115 South Robinson Street, Tehachapi, California, (661) 822-2200 ext. 119. Any person desiring to examine same or to obtain a copy of the Initial Study or this document, or seek information as to the time and manner to so object or respond, may do so by inquiring at said office during regular working hours.

A copy of the Initial Study; is attached hereto.



DAVID JAMES, Community Development Director

AGENCY CONSULATION REQUIRED: X Yes No

AGENCIES CONSULTED: Tehachapi Public Works Department, Tehachapi City Engineer, Tehachapi Cummings County Water District, Tehachapi Unified School District

STATE CLEARING HOUSE NUMBER: N/A

INITIAL STUDY PREPARED BY: David James

DATE POSTED: 3/14/2013

Environmental Checklist Form

1. **Project Title:** Snyder Well Intertie to TCCWD
2. **Lead Agency Name and Address:** City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561
3. **Contact Person and Phone Number:** David James
(661) 822-2200 ext. 119
4. **Project Location:** Snyder Well legally described as State Well Number T32S/RCCE/21K01M, which is located at Jacobsen Middle School 711 Anita Drive Tehachapi California Assessor Parcel Number 040-460-11.
5. **Applicant:** City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561
6. **General Plan Designation:** Schools, Parks & Public Facilities
7. **Zoning:** Recreation, School & Public Use
8. **Project Description:** Snyder Well intertie to Tehachapi Cummings County Water District (TCCWD) non-potable water system in order to reduce nitrate contamination
9. **Surrounding Land Uses and Setting:**
North: Monroe Continuation School

South: LDS Church

West: Single Family

East: Jacobsen Middle School
10. **Other agencies whose approval is required:** Tehachapi Unified School District, Tehachapi Cummings County Water District, Department of Water Resourcing

Environmental Factors Potentially Affected:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or as indicated by the checklist on the following pages.

- | | | |
|---|---|--|
| <input type="checkbox"/> Land Use and Planning | <input type="checkbox"/> Transportation/Circulation | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Population and Housing | <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Utilities and Service Systems |
| <input checked="" type="checkbox"/> Geophysical | <input type="checkbox"/> Energy and Mineral Resources | <input type="checkbox"/> Aesthetics |
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Hazards | <input checked="" type="checkbox"/> Cultural Resources |
| <input checked="" type="checkbox"/> Air Quality | <input checked="" type="checkbox"/> Noise (Residential Interface) | <input type="checkbox"/> Recreation |
| | <input type="checkbox"/> Mandatory Findings of Significance | |

Determination:

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described on an attached sheet have been added to the project. A NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a significant effect(s) on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a "potentially significant impact" or "potentially significant unless mitigated." An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.



Signature of Community Development Director

3-14-2013
Date Sent Out For Review

| Issues: | Potentially Significant Impact | Negative Declaration Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|---------------------------------------|--|-------------------------------------|-------------------------------------|
| Would the proposal result in potential impacts involving: Land or Mudslides? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| I. LAND USE AND PLANNING. | | | | |
| Would the proposal: | | | | |
| a) Conflict with general plan designation or zoning? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with applicable environmental plans or policies adopted by agencies with jurisdiction over the project? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Be incompatible with existing land use in the vicinity? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Affect agricultural resources or operations (e.g. impacts to soils or farmlands, or impacts from incompatible land uses)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Disrupt or divide the physical arrangement of an established community (including a low-income or minority community)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| II. POPULATION AND HOUSING. | | | | |
| Would the proposal: | | | | |
| a) Cumulatively exceed official regional or local population projections? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Induce substantial growth in an area either directly or indirectly (e.g. through projects in an undeveloped area or extension of major infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Displace existing housing, especially affordable housing? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| III. GEOLOGICAL PROBLEMS. | | | | |
| Would the proposal result in or expose people to potential impacts involving: | | | | |
| a) Fault rupture? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Seismic ground shaking? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Seismic ground failure, including liquefaction? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Seich, Tsumani, or volcanic hazard? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Issues: | Potentially Significant Impact | Negative Declaration Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|---|-------------------------------------|-------------------------------------|
| e) Landslides or mudflows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Erosion, changes in topography or unstable soil conditions from excavation, grading, or fill? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Subsidence of the land? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Expansive soils? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Unique geologic or physical features? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IV. WATER.

Would the proposal result in:

| | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Changes in absorption rates, drainage patterns, or the rate and amount of surface runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Exposure of people or property to water related hazards such as flooding? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Discharge into surface water or other alteration of surface water quality e.g. temperature, dissolved oxygen or turbidity)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Changes in the amount of surface water in any water body? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Changes in currents, or the course or direction of water movements? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Change in the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capability? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Altered direction or rate of flow of groundwater | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h) Impacts to groundwater quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| i) Substantial reduction in the amount of groundwater otherwise available for public water supplies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

V. AIR QUALITY.

Would the proposal:

| | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Violate any air quality standard or contribute to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

| Issues: | Potentially Significant Impact | Negative Declaration Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|--|--------------------------------|---|------------------------------|-------------------------------------|
| b) Expose sensitive receptors to pollutants? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Alter air movement, moisture, or temperature, or cause any change in climate? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Create objectionable odors? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

VI. TRANSPORTATION/CIRCULATION.

Would the proposal result in.

| | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Increased vehicle trips or traffic congestion? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Hazards to safety from design features (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Inadequate emergency access or access to nearby users? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Insufficient parking capacity on-site or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Hazards or barriers for pedestrians or bicyclists? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Conflicts with adopted policies supporting alternative transportation (e.g. bus turnouts, bicycle racks)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Rail, waterborne or air traffic impacts? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

VII. BIOLOGICAL RESOURCES.

Would the proposal result in impacts to:

| | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Endangered, threatened or rare species or their habitats (including but not limited to plants, fish, insects, animals, and birds)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Locally designated species (e.g. heritage trees)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Locally designated natural communities (e.g. oak forest, coastal habitat, etc.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Wetland habitat (e.g. marsh, riparian and vernal pool)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Wildlife dispersal or migration corridors? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

VIII. ENERGY AND MINERAL RESOURCES.

Would the proposal:

| | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Conflict with adopted energy conservation plans? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

| Issues: | Potentially Significant Impact | Negative Declaration Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---|--------------------------------|---|------------------------------|-------------------------------------|
| b) Use non-renewable resources in a wasteful and inefficient manner? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in the loss of availability of a known mineral resource that would be of future value to the region and the residents of the State? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IX. HAZARDS.

Would the proposal involve.

| | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) A risk of accidental explosion or release of hazardous substances (including, but not limited to: oil, pesticides, chemicals or radiation)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Possible interference with an emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) The creation of any health hazard or potential health hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Exposure of people to existing sources of potential health hazards? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Increased fire hazard in areas with flammable brush, grass, or trees? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

X. NOISE.

Would the proposal result in:

| | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Increases in existing noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Exposure of people to severe noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XI. PUBLIC SERVICES.

Would the proposal have an effect upon, or result in a need for new or altered government services in any of the following areas:

| | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Fire protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Police protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Schools? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Maintenance of public facilities, including roads? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Other governmental services? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| Issues: | Potentially Significant Impact | Negative Declaration Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---------|--------------------------------|---|------------------------------|-----------|
|---------|--------------------------------|---|------------------------------|-----------|

XII. UTILITIES AND SERVICE SYSTEM.

Would the proposal result in a need for new systems or supplies, or substantial alterations to the following utilities:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Power or natural gas? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Communications systems? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Local or regional water treatment or distribution facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Sewer or septic tanks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Storm water drainage? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) Solid waste disposal? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Local or regional water supplies? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XIII. AESTHETICS.

Would the proposal:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Affect a scenic vista or scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Have a demonstrable negative aesthetic effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Create light or glare? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XIV. CULTURAL RESOURCES.

Would the proposal.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Disturb paleontological resources? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Disturb archaeological resources? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Affect historical resources? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Have the potential to cause a physical change which would affect unique ethnic cultural values? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Restrict existing religious or sacred uses within the potential impact area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

XV. RECREATION.

Would the proposal.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Increase the demand for neighborhood or regional parks or other recreational facilities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Affect Existing recreational opportunities? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| Issues: | Potentially Significant Impact | Negative Declaration Significant Unless Mitigation Incorporated | Less Than Significant Impact | No Impact |
|---------|--------------------------------|---|------------------------------|-----------|
|---------|--------------------------------|---|------------------------------|-----------|

XVI. MANDATORY FINDINGS OF SIGNIFICANCE.

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?
- b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?
- c) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)
- d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

| | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

NARRATIVE DISCUSSION OF ENVIRONMENTAL IMPACTS REGARDING Snyder Well Intertie to Tehachapi Cummings County Water District (TCCWD)

PROJECT DESCRIPTION

The general purpose of the project is to physically connect (via 8-inch and 10-inch PVC water main) the Snyder Well, located at the intersection of Snyder Avenue and D Streets, with the Tehachapi Cummings County Water District (TCCWD) owned non-potable waterline located at the intersection of Valley Boulevard and Dennison Road. The Snyder Well commonly yields water with nitrate values greater than the state-mandated Maximum Contaminant Level (MCL). As such the well cannot be used as an isolated source of domestic water. The well was kept on line and the water made potable through a blending process whereby the water from the Snyder Well was mixed with water from other wells with acceptable nitrate levels resulting in a blending of multiple sources of domestic water. In this blending scenario the Snyder Well water was sufficiently diluted with other sources of domestic water which did not have the nitrate value issue. The current proposal however is to take the Snyder Well off line from the City system and connect it to a non-potable water system owned and managed by TCCWD. The non-potable TCCWD water is used in the surrounding area in various landscape, park and open space irrigation applications. The Snyder Well once tied into the TCCWD non-potable system would be operationally turned over to TCCWD for two 5-year periods. In the first 5-year period, TCCWD would have preferential access to the well for use as they see fit. In the second 5-year period, the City would have this preferential access with TCCWD having secondary access. At the end of the collective 10-year period, the well would be returned to service in the City system presuming the nitrate values drop below the MCL. This drop is expected to occur as a result of sustained pumping by TCCWD into their non-potable system.

DISCUSSION OF POTENTIAL IMPACTS AND MITIGATION MEASURES

A. Geology/Seismicity

The subject site is considered seismically active as most of Kern County. The Garlock Fault located approximately nine (9) miles southeast of the project area is typically used as the design fault for most construction parameters having to do with structures intended for human occupancy and habitation. There are no known fault lines that either run parallel or perpendicular to the proposed water lines that might cross an active fault. As such the typical water line installation protocol pursuant to the Tehachapi Subdivision and Development Standards will be adequate to address potential long term post construction wear and tear type impacts commonly associated with seismically active areas.

B. Cultural Resources

The subject property is located within the ancestral home of the Kawaiisu cultural group also known as Nuooah who are linguistically related to the Shoshoenan language family. The subject area is significantly urbanized and does not show evidence of resources such as oak trees, water courses, rock outcroppings or milling sites, which would be indicative of cultural resources. Further, the area in which the water line will be extended traverses areas previously disturbed and developed as either right-of-way or school site. Therefore, it is not likely that there are any

surface artifacts present within the areas slated for water line installation that would warrant and/or justify the expense of a field investigation by an archeologist and/or paleontologist. Further, given the disturbed conditions of the area the value of any subsurface artifact/cultural resources would be minimal in terms of their contribution to advancing the understanding of the region's history and culture. In spite of this condition however, if resources are excavated during the trenching and installation phase of the project, construction activity will cease until such time the resources can be recorded.

C. Air

The water line extension activity temporarily increase the level of "Fugitive Dust" (particulate matter) in the air primarily during the trenching and grading phase of the project. This impact associated with particulate matter is commonly referred to as P.M. 10. In accordance with the Kern County Air Pollution Control Board the contractor/project manager will be required as mitigation to water down the site and/or use soil binders to reduce dust emissions and implement the District's policies. Trenching and grading activity on the site will not be permitted when winds reach 20 mph or greater in a two (2) or more hour time period.

D. Water

As previously indicated the "Project" consists of decommissioning the Snyder Well as a source of potable/domestic water and rerouting the Snyder Well water to a non-potable system managed by TCCWD. The Snyder Well has a production capacity of 710 gallons/minute (GPM). Once the Snyder Well can no longer contribute to the total domestic water delivery capacity this could have an impact on domestic water availability to City of Tehachapi customers. However, it should be noted that in 2008 the City of Tehachapi increased the water storage capacity from 1.3 million gallons to 3.8 million gallons. Additionally, with the increase in storage capacity the City was able to adjust the tank filling protocol by filling the tanks exclusively at night rather than throughout the day and night at various intervals. The increase in storage capacity and change in tank filling protocol will allow the City to disconnect the Snyder Well from the system with no impact on overall domestic water delivery. It should also be noted that the proposed project will allow for a significant area of open space and playfields that are currently irrigated with potable/domestic water to be switched over to a non-potable source. This positive benefit of the project will further assist in reducing the water availability impact articulated above.

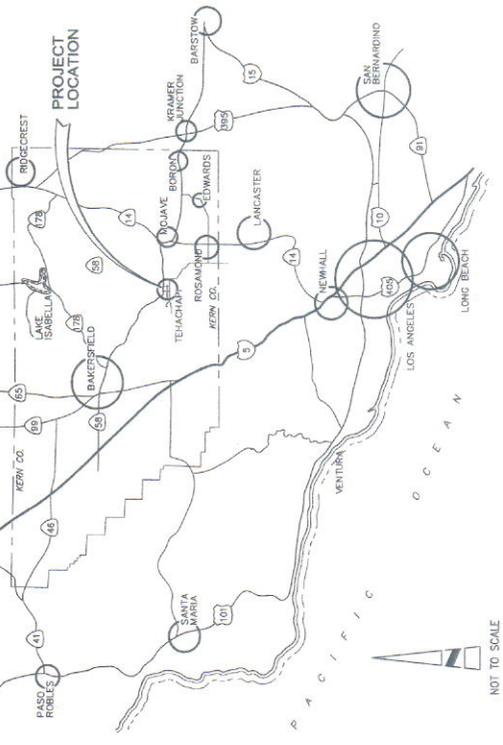
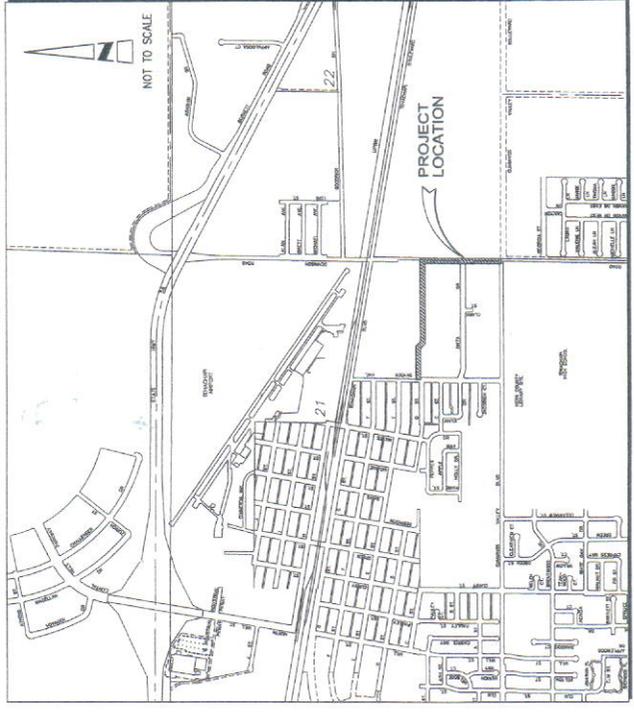
E. Residential Interface

The majority of the new pipeline intended to interconnect the Snyder Well to the TCCWD non-potable irrigation line will be placed in existing right-of-way. However, there is approximately a 1,933 linear foot section of the pipe that will be located within the Tehachapi Middle School property. Approximately 750 linear feet of this segment of pipe will be placed along a common border between the middle school and an existing mobile home park. The lines close proximity to these residential structures represents a temporary interface condition. As such there are potentially short term compatibility impacts associated with the construction activity adjacent to the approximately 19 mobile homes that currently exist along this interface. To reduce this short term compatibility related impacts to these first tier/row of mobile home occupants, the contractor is required to limit their construction activity from 8:00 A.M. to 5:00 P.M. Additionally,

the contractor shall utilize construction equipment that is appropriately scaled for this segment of pipeline improvement. These measures are intended to show these existing resident's some measure of deference during the short term construction phase of the project. With the exception of perhaps the occasional maintenance activity there are no long term impacts anticipated for this project

CONSTRUCTION PLANS FOR
CITY OF TEHACHAPI
SNYDER WELL
INTERTIE PROJECT

FEBRUARY 2013



LOCATION MAP

VICINITY MAP

APPROVAL: _____ DATE: _____
 PHILLIP SMITH, MAYOR

_____ DATE: _____
 GREG GARRETT, CITY MANAGER

_____ DATE: _____
 JON CURRY, UTILITIES MANAGER

_____ DATE: _____
 JOHN HOUSTON SCHLOSSER, CITY ENGINEER

PROJECT: SNYDER WELL INTERTIE PROJECT

DESIGNER: SUSANA T. MORD C-61789 08/29/13
 PROJECT NUMBER: 60298548 S-2521
 SHEET NUMBER: 1 OF 4



Source: Esri, DigitalGlobe, GeoEye, Earthstar, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Raw Water Pipeline for Nitrate Clean-up and Turf Irrigation

City of Tehachapi

- Existing Wells
- Existing Domestic Water Pipeline
- Existing Raw Water Pipeline
- Proposed Domestic Water Pipeline
- Proposed Raw Water Pipeline

0 150 300 Feet

PROVOST & PRITCHARD
EST. 1968
CONSULTING GROUP
An Employee Owned Company

1800 30th Street, Ste. 280
Bakersfield, CA 93301
(661) 616-5900

AGENCY COMMENTS



Eastern Kern

Air Pollution Control District

Glen E. Stephens, P.E.
Air Pollution Control Officer

March 21, 2013

Ms. Roxanne Davis
City of Tehachapi
115 S. Robinson St
Tehachapi, California 93561

RECEIVED
MAR 25 2013
CITY OF TEHACHAPI

SUBJECT: Snyder Well Intertie Project Dust Plan Comments

Dear Ms. Davis:

The Eastern Kern Air Pollution Control District (District) is in receipt of your Mitigated Negative Declaration for the proposed Snyder Well intertie project (State Well Number T32S/RCCE/21K01M). In regards to the Mitigated Negative Declaration, the District has the following comments: In accordance with District Rule 402 (Fugitive Dust) a dust plan may be required for this project; based on the potentially large amount of earth being moved.

The contractor or project proponent may be required to submit a Fugitive Dust Emission Control Plan to the District pursuant to District Rule 402, Fugitive Dust prior to beginning any work.

Should you have any questions feel free to contact Jeremiah Cravens, Air Quality Specialist II at (661) 862-5250 or Cravensj@co.kern.ca.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Glen Stephens", is written over a faint, larger version of the same signature.

Glen E. Stephens, P.E.
Air Pollution Control Officer

GES:JC



CITY OF TEHACHAPI
RECEIVED

MAR 20 2013

COMMUNITY DEVELOPMENT

Kerry Kurtz
Planning Associate

The Gas Company
PO Box 2300
Chatsworth, CA 91313

818-701-3318
Fax 818-701-3380
kkurtz@semprautilities.com

March 20, 2013

City of Tehachapi
Planning Department
115 South Robinson Street
Tehachapi, CA 93561

Attn: David James

**Subject: Snyder Well Intertie to TCCWD / Assessor Parcel # 040-460-11
(Gas Co. Atlas Sheet(s): C4-13-55 & C4-13-45)**

Northern Region Technical Services Department of The Gas Company operates and maintains various natural gas mains within the limits of your proposed project. Copies of our atlas sheets are enclosed showing the approximate locations of our facilities, please review atlas sheets carefully. Dimensions and locations of these mains are believed to be correct, but are not guaranteed. Also, not shown on these plans, there may be service laterals branching from the gas mains.

**Please note High Pressure Gas Main on Dennison Road.
A representative of the Gas Co. will need to be on-site during excavation near our High Pressure main.**

Be advised that the precise location or depth of our pipelines can only be determined by excavation. Please notify Underground Service Alert (USA) at (1-800-422-4133) at least (2) working days prior to the start of any construction. We also will require notification for a meet & mark with the contractor.

It is important that we receive "signed" final plans, prior to your construction. The plans should include profiles and subsequent plan revisions as soon as they are available. A minimum of 12 weeks is required to analyze your plans and design alterations for conflicts. Larger magnitude jobs may require additional time. We appreciate the opportunity to review these and any future plans you may have. If you have any questions, please feel free to contact me.

Sincerely,

Kerry Kurtz
Planning Associate
Lancaster District

RESPONSE TO COMMENTS



RESPONSE TO COMMENTS SNYDER WELL INTERTIE PROJECT

COMMENT:

The Eastern Kern Air Pollution Control District (District) is in receipt of your Mitigated Negative Declaration for the proposed Snyder Well Intertie Project (State Well Number T32S/RCCE/21K01M). IN regards to the Mitigated Negative Declaration, the District has the following comments: In accordance with the District Rule 402 (Fugitive Dust) a dust plan may be required for this project; based on the potentially large amount of earth being moved.

RESPONSE:

As indicated in the Mitigated Negative Declaration, the contractor selected for the Snyder Well Intertie Project will be required to control fugitive dust and storm water runoff as part of their contractual obligation. However, after reviewing the District's requirements relative to Rule 402 the project trenching and grading activity will not reach the threshold necessary to trigger a Rule 402 plan.

COMMENT:

The contractor or project proponent may be required to submit a Fugitive Dust Emission Control Plan to the District pursuant to District Rule 402, Fugitive Dust prior to beginning any work.

RESPONSE:

As indicated above, the contractor will be required to control fugitive dust as part of their contractual agreement and the City will be monitoring this effort as the project progresses. However, based upon our research it does not appear that the extend of grading and trenching to achieve the project will necessitate a District Rule 402 requirement.

COMMENT:

Northern Region Technical Services Department of The Gas Company operates and maintains various natural gas mains within the limits of your proposed project. Copies of our atlas sheets are enclosed showing the approximate locations of our facilities, please review atlas sheets carefully. Also, not shown on these plans, there may be service laterals branching from the gas mains.

RESPONSE:

The comment is not relevant to the CEQA process per-se. However, that stated please be advised that the information and request made herein has been conveyed to our City Engineer, Mr. Jay Schlosser, and the City will insure that this information in turn is provided to the contractor and compliance with the request of Southern California Gas Company will be a contractual obligation.

COMMENT:

Please note High Pressure Gas Main on Dennison Road. A representative of the Gas Company will need to be on-site during excavation near our High Pressure Main.

RESPONSE:

Comment acknowledged. Please see above response.

COMMENT:

Be advised that the precise location or depth of our pipelines can only be determined by excavation. Please notify Underground Service Alert (USA) at (1-800-422-4133) at least (2) working days prior to the start of any construction. We also will require notification for a meet and mark with the contractor.

RESPONSE:

Comment acknowledged. This information has been provided to our City Engineer, Mr. Jay Schlosser who will also act in the capacity of project manager for the City of Tehachapi. This requirement will be communicated to the contractor and made part of their contractual agreement.

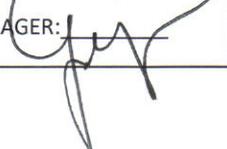
COMMENT:

It is important that we receive "signed" final plans, prior to your construction. The plans should include profiles and subsequent plan revisions as soon as they are available. A minimum of 12 weeks is required to analyze your plans and design alterations for conflicts. Larger magnitude jobs may require additional time. We appreciate the opportunity to review these and any future plans you may have. If you have any questions, please feel free to contact me.

RESPONSE:

Comment acknowledged. This information has been provided to our City Engineer and project manager Mr. Jay Schlosser to facilitate compliance with this request.



| |
|--|
| APPROVED |
| DEPARTMENT HEAD:  |
| CITY MANAGER:  |

COUNCIL REPORTS

MEETING DATE: July 15, 2013

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: July 10, 2013

SUBJECT: GEOTECHNICAL SERVICES REQUEST FOR QUALIFICATIONS AND AUTHORIZATION TO ENTER ON-CALL SERVICES CONTRACT

BACKGROUND

As the Council is aware, the City of Tehachapi regularly constructs transportation related projects funded ultimately by the federal or state governments. These types of project funds are routed to us through the Kern Council of Governments. These grant funds are encumbered with numerous conditions generally administered and enforced by Caltrans. One of these requirements is to select professional engineering services on a competitive basis. As such, City Staff initiated a Request for Qualifications (RFQ) for Geotechnical Engineering Services about eight weeks ago.

RFQ RESULTS

The City received five responses to our RFQ from the following consulting companies:

1. BSK, Inc.
2. Krazan & Associates
3. NV5 – BTC Labs
4. Salem Engineering
5. Soils Engineering Inc.

A review panel composed of myself, Ryan Montgomery, and Chris Kirk reviewed the received RFQ's and unanimously selected BSK, Inc. as our top selection.

RECOMMENDATION

The City Attorney has prepared an on-call or master services agreement for this effort.

APPROVE THE SELECTION OF BSK, INCORPORATED AS THE PREFERRED CONSULTANT TO SUPPLY ON-CALL GEOTECHNICAL SERVICES FOR TRANSPORTATION PROJECTS AND AUTHORIZE THE MAYOR TO ENTER INTO A TWO-YEAR AGREEMENT FOR SAME.

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2013, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City"), and BSK, Inc. (the "Engineer"),

W I T N E S S E T H :

WHEREAS, City wishes to contract with Engineer to provide certain geotechnical engineering investigation and material testing services for future transportation design and construction projects that may be required by the City from time to time under the terms and conditions described hereinafter and Engineer is agreeable thereto.

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. During the term of this Agreement, Engineer shall serve at the pleasure of the City Manager or his designee. Engineer shall perform those services requested by the City Manager or his designee by written or email direction to Engineer and within the time frames and any other terms and conditions of same described therein. In that regard, whenever a project is requested, Engineer shall submit a scope of work and cost proposal for same and City and Engineer shall negotiate, where necessary, over the terms of same. Notwithstanding any other provision to this Agreement, City may contract with any other engineers to perform any services otherwise described herein and shall have no obligation or responsibility to utilize Engineer for any such services.

3. Engineer shall receive payment for all services performed by Engineer hereunder based on Time and Materials. As used in this Agreement, "Time and Materials" shall mean the number of hours devoted by Engineer to such services charged at the rate set forth in the Engineer's Rate Schedule attached hereto as Exhibit "A" and by this reference made a part hereof and including all reasonable costs incurred by Engineer. The Engineer's Rate Schedule shall remain unchanged for two (2) years from the date of this Agreement subject to changes in prevailing wage as they apply to employees who receive prevailing wage.

4. Engineer shall bill City no more often than monthly by invoice for the services provided. City Manager shall have the right to reasonable review of each invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of the invoice, same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. Engineer shall not provide engineering services for projects within City to any entity or individual other than City without the prior written consent of the City.

6. Information, data, plans and specifications, engineer's estimates, and all other project documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Engineer for City or on behalf of Engineer for City shall be retained and maintained for City by Engineer in its offices at no additional cost to City. Engineer shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City.

7. Engineer hereby agrees to indemnify, defend, and hold harmless City, its agents, officers, Councilmembers, employees, and representatives from any and all claims, liabilities, expenses, and damages, including, without limitation, attorneys' fees, for injury to or death of any person, and for damage to any property, arising out of or in any way related to Engineer's performance under this Agreement or any act or omission by or on behalf of Engineer.

8. The term of this Agreement shall continue until terminated by one of the parties. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Engineer shall be entitled to payment under the terms of this Agreement for the work completed by Engineer prior to the date of termination.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed served if personally delivered or if sent by confirmed facsimile or electronic mail ("Email") or by United States mail, certified, return receipt requested, with date of signing the return receipt (or refusal to sign) as the date of service as follows: if to City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Email - jschlosser@tehachapicityhall.com, or if to Engineer, _____, Fax - (661) _____, Email - _____. 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

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement and the projects arising hereunder constitute the entire agreement between the parties with regard to the subject matter herein and supersede all prior oral and written agreements and understandings between the parties with respect thereto.

13. This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. This Agreement or any amendment to same may be executed in counterparts.

14. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and actual costs.

15. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

16. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Engineer shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

17. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

18. City and Engineer acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

19. Without limiting Engineer's obligations under Paragraph 7 of this Agreement, Engineer shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million per claim; and

(c) Such workers compensation insurance as required by statute.

Engineer shall provide City with appropriate certificates of insurance and endorsements for the comprehensive general liability insurance coverage in which City, its officers, Councilpersons, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

20. Engineer is an independent Engineer under this Agreement and is not an agent or employee of City. As such, Engineer is not entitled to participate in any plans, arrangements, or distributions that City may now or hereafter have, including, without limitation, retirement plans, health care or similar benefits for regular employees.

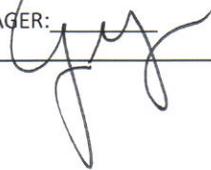
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

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

_____, "Consultant"



COUNCIL REPORTS

| | |
|------------------|---|
| APPROVED |  |
| DEPARTMENT HEAD: | |
| CITY MANAGER: |  |

MEETING DATE: July 15, 2013

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: July 10, 2013

SUBJECT: ANTELOPE RUN BIKE PATH EASEMENTS TRANSFER FROM TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT TO THE CITY OF TEHACHAPI

BACKGROUND

Several years ago the Tehachapi-Cummings County Water District, with support from the City of Tehachapi, applied for a State Department of Water Resources grant to make improvements to Antelope Run through the City of Tehachapi. Project components included drainage channel improvements, culvert improvements, and the construction of a Caltrans defined Class I Bike Path. Subsequent to this grant application and the ensuing construction, TCCWD and the City agreed that the City of Tehachapi would ultimately take over operational control and responsibility for the bike path. Work has been completed on the path and it has been opened to the public.

PROPOSED AGREEMENT

Staff, working with the City Attorney, has prepared agreeable language to facilitate the transfer. There are two primary sections of the bike path; the section south of Valley Boulevard and the section north of Valley Boulevard to Tehachapi Boulevard. The section of Antelope Run south of Valley Boulevard is owned in fee by TCCWD. As such, TCCWD will grant the City two easements for the bike path along this alignment. Antelope Run north of Valley Boulevard is, itself, an easement from numerous private property owners to TCCWD. TCCWD has spent the last several years pursuing individual bike path easements from each of these property owners. They now possess them and are proposing to effectively transfer these easements to the City.

RECOMMENDATION

The City of Tehachapi has both the expertise and the experience needed to maintain this bike path going forward. Furthermore, the City's recently approved Bicycle Master Plan recommends additional improvements to this path. As such, City Staff recommends acceptance of the easements in question and acceptance of the maintenance obligation for the Bike Path itself.

ACCEPT THE PROPOSED BIKE PATH EASEMENTS AND APPROVE THE MAYOR TO SIGN THE TRANSFER AGREEMENTS.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

┌
City of Tehachapi
Attention: City Engineer
115 South Robinson Street
Tehachapi, California 93561
└

SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

**EASEMENT AGREEMENT AFFECTING PARCELS A, B, AND C
FOR PUBLIC BIKE AND PEDESTRIAN PATH**

The undersigned grantor declares that no documentary transfer tax is due. See section 9015(b) of the real Property Transfer Tax Ordinance of the County of Kern (conveyance from one governmental entity to another).

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT ("Grantor"), a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.), and CITY OF TEHACHAPI ("Grantee"), a California municipal corporation, hereby enter into this EASEMENT AGREEMENT ("Easement") effective as of July 15, 2013 with respect to the following facts.

BACKGROUND

- A. The Grantor is the fee simple owner of certain real property referred to herein as Parcels A, B and C, located in the City of Tehachapi, California, consisting of APNs 416-040-11, 416-110-07, and 417-011-13, respectively.
- B. A portion of a public bike and pedestrian path ("Bike Path") is located on Parcels A, B and C.
- C. The Grantor desires to grant and the Grantee wishes to accept a grant of easement on, over, under and across Parcels A, B, and C for the purposes of constructing, operating, maintaining, repairing and replacing the Bike Path, subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, the Grantor and the Grantee hereby agree as follows:

**ARTICLE I.
INTERPRETATION OF EASEMENT**

1.00. **Introduction.**

The rules of interpretation contained in this Article I shall govern the interpretation of this Easement.

1.01. Definitions.

The words and phrases defined in Article II hereof shall govern the interpretation of this Easement.

1.02. Applicable Law.

The Laws of the State of California without regard to conflict of law principles shall govern the interpretation of this Easement.

1.03. Amendment of Easement.

This Easement may not be modified, changed, altered, amended or otherwise revised except by a written amendment duly executed by all parties.

1.04. Statutory Rules of Interpretation.

The parties agree that both parties participated in drafting this Agreement, and any interpretation of this Agreement or any provisions herein shall be made without regard to which of the parties drafted this Agreement or any provision herein, and there shall be no presumption that any ambiguity is to be resolved against either party as the drafting party.

1.05. Statutory Presumptions Regarding Permitted Use.

No Law which creates a presumption that a particular use includes or excludes other uses shall be applied to expand or limit the Permitted Use, as that term is defined in Article II, unless the Law creates a conclusive presumption.

1.06. Opinions and Determinations.

Except as may be otherwise provided in this Easement, where any term of this Easement provides for action to be based on the opinion, judgment, approval, consent, review, certification, or determination of a party, such term shall not be construed as permitting the opinion, judgment, approval, consent, review, certification, or determination to be arbitrary, capricious or unreasonable.

1.07. Waiver.

The waiver by either the Grantor or the Grantee, or both, of any right with respect to a default or any other matter arising under this Easement shall not constitute or be construed as constituting a waiver with respect to any other default or matter or to be a continuing waiver.

1.08. Exhibits.

All exhibits referred to in this Easement are hereby incorporated by reference as if fully set forth in this Easement.

1.09. Captions.

The captions of articles and sections of this Easement do not define the scope, meaning or intent of this Easement and are not a part of this Agreement and shall not be considered in interpreting this Agreement.

**ARTICLE II.
DEFINITIONS**

2.00. Easement.

"Easement" means this Easement Agreement.

2.01. Easement Area.

"Easement Area" means a twenty-foot wide right-of-way located on Parcels A, B, and C. The Easement Area is described in Exhibits A and B attached hereto.

2.02. Flowage Easement.

"Flowage Easement" means various flowage and drainage easements and fee flood channel parcels owned by the Grantor extending from the Southwest Quarter of Section 29, Township 32 South, Range 33 East, proceeding northerly to the right-of-way of the Union Pacific Railroad at Tehachapi Creek in the Northwest Quarter of Section 20, Township 32 South, Range 33 East, M.D.&M.

2.03. Effective Date.

"Effective Date" means July 15, 2013.

2.04. Grantee.

"Grantee" means the City of Tehachapi, a California municipal corporation.

2.05. Grantee's Address.

"Grantee's Address" means City of Tehachapi, 115 S. Robinson St., Tehachapi, CA 93561.

2.06. Grantor.

"Grantor" means Tehachapi-Cummings County Water District, a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.).

2.07. Grantor's Address.

"Grantor's Address means Tehachapi-Cummings County Water District, P.O. Box 326, Tehachapi, CA 93561.

2.08. Law.

"Law" means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other action of any municipal, county, state, federal, or other government or authority having jurisdiction over the Grantor, the Grantee, or the Easement Area at any time during the Term of this Easement.

2.9. Litigation.

"Litigation" means any action at law, in equity, or otherwise, any arbitration or bankruptcy proceeding, or any appellate proceeding.

2.10. Official Records.

"Official Records" means the Official Records of the Recorder of the County of Kern, State of California.

2.11. Permitted Use.

"Permitted Use" means use of the Easement Area as is necessary, desirable or advisable for the following purposes:

- A. constructing, operating, maintaining, repairing and replacing the Bike Path, including landscaping and installation of utilities, so long as said improvements are located within the Easement Area and do not impair the Grantor's water conveyance and flood control facilities, including underground pipes, utilities and irrigation system; and
- B. vehicular and pedestrian ingress and egress by the City, its employees, successors, assigns, contractors, guests and invitees for the purposes identified in the above subsection A of this section 2.11.

2.12. Term.

"Term" means the duration of this Easement set forth in Section 3.03 hereof.

**ARTICLE III.
SPECIAL PROVISIONS**

3.00. Grant of Easement.

The District hereby grants an easement and right-of-way on, over, under and across the Easement Area for so long as the Easement Area is used for the Permitted Use, subject to all

matters and encumbrances of record affecting Parcels A, B and C and on the terms and conditions set forth in this Agreement.

3.01. Nature of Easement.

This Easement is a non-exclusive easement in gross.

3.02. Assignment.

The Grantee shall not have the right to assign this Easement, in whole or in part, by consent, operation of law, or otherwise, to any person without the prior written consent of the Grantor.

3.03. Term.

This Easement will be an easement in perpetuity for the benefit of the City, its successors and assigns.

3.04. Litigation Expenses.

The prevailing party in any Litigation relating to this Easement or arising from the failure or claimed failure of any party to perform any obligation under this Easement shall be entitled to recover from the non-prevailing party all of its reasonably-incurred Litigation expenses, including the fees and costs of its attorney, its consultants, and its experts, in addition to its costs under Code of Civil Procedure section 1032.

3.05. Venue.

The venue for any action or proceeding filed by any party to this Easement in any court, except a proceeding under the Bankruptcy Act (11 U.S.C., § 101, *et seq.*), shall be the Superior Court of the State of California in and for the County of Kern.

3.06. Grantor's Representations.

Grantor hereby represents and warrants that Grantor has completed construction of the Bike Path; that all contractors, subcontractors, and other persons assisting in the construction of the Bike Path have been paid in full and none of the foregoing has any claims against Grantor nor is Grantor in default of any of its obligations to the foregoing.

**ARTICLE IV.
GENERAL PROVISIONS**

4.00. Acknowledgment of Grantor's Title.

Grantor is the owner of Parcel A pursuant to the Final Order of Condemnation recorded on March 8, 1972 in Book 248 at Page 27 of the Official Records. Grantor is the owner of Parcel B pursuant to the Final Order of Condemnation recorded on July 3, 1970 in Book 214 at Page 153 of the Official Records. Grantor is the owner of Parcel C pursuant to a

Grant Deed recorded on September 26, 1969 in Book 4321 at Page 266 of the Official Records. Grantee hereby recognizes the Grantor's title to Parcels A, B, and C, and shall never assail or resist the Grantor's title. The Grantor conveys the Easement and right of way only to the extent of its respective right, title and interest therein.

4.01. Easement Subject to Existing Right of Others.

The Grantee's rights under this Easement are subject to all valid and existing licenses, leases, grants, exceptions and reservations of persons other than the Grantor, conditions and encumbrances of any kind or description which affect or relate to Parcels A, B, and C.

4.02. Acceptance of Condition of Easement Area.

The Grantee acknowledges that it has inspected the condition of the Easement Area and all other portions of Parcels A, B, and C that it may have a right to use under the terms of this Easement and accepts such property as is.

4.03. Grantor's Reserved Rights.

The Grantor reserves the right to use Parcels A, B, and C or any portion thereof, including the Easement Area, for any purpose so long as such use does not unreasonably interfere with the Easement.

4.04. Location of Facilities.

Except in the case of an emergency, no less than 48 hours prior to performing any construction, maintenance, repair or replacement work on the Bike Path, Grantee shall notify Grantor by telephone to (661) 822-5504 of the location of said proposed work. In the event of an emergency, such notice shall be provided to the Grantor by as soon as reasonably possible. Grantor shall identify and mark for the Grantee the location of Grantor's facilities in the area of the proposed work. In the event any Grantor facility that was marked is damaged, City shall be solely responsible for repairing said damage.

4.05. Operation, Maintenance and Repair of the Bike Path.

The Grantee, at its expense, may pave and landscape the Bike Path, and shall operate, maintain and repair the Bike Path so that the Bike Path is maintained in a safe condition and in accordance with any other standards contained in this Easement to avoid any adverse impact to Parcels A, B, and C.

4.06. Liens.

Grantee's operation, maintenance, repair, and construction of the Bike Path from the date hereof shall be at Grantee's sole cost and expense and Grantee shall maintain the Easement free and clear of all liens resulting from the foregoing.

4.07. Indemnity.

A. The City hereby agrees that it will indemnify, defend, and hold harmless the District and its officers, directors, employees, successors and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path or the acts or omissions of City accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District. The City acknowledges and agrees that its indemnification will apply irrespective of whether the City assigns its rights, title and interest to the Easements.

B. District hereby agrees that it will indemnify, defend, and hold harmless the City, its respective officers, Councilmembers, employees, successors, and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path, the Easements, or the acts or omissions of the District accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District.

4.08. Compliance With the Law.

The Grantee shall at all times comply with the Law.

4.09. Successors and Assigns.

Except as otherwise provided in section 3.02 hereof, this Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee and all covenants shall apply to and run with the land.

4.10. Grantor's Remedies for Grantee's Breach of Easement.

Grantee shall not be in default in the performance of any of its obligations hereunder unless Grantee has failed to perform such obligation within thirty (30) days after the receipt of written notice from Grantor of its failure to perform, provided, however, that if the nature of Grantee's obligation is such that more than thirty (30) days are required for its performance, then Grantee shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

4.11. Written Notice.

Any written notice required to be given by either party to the other hereunder shall be deemed given one of three ways: (1) upon delivery if delivered personally to the party to be notified, (2) upon delivery if sent by an overnight carrier sent to the party at the address set forth opposite the party's signature below, or (3) three (3) days following deposit in the United States mail, postage prepaid and addressed to the party at the address set forth opposite the party's signature below.

4.12. Recitals.

The above recitals are incorporated herein and made part of this Easement.

4.13. Severability.

In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereto, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

4.14. Representations and Warranties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the Effective Date.

Address:
PO Box 326
Tehachapi, California 93581

GRANTOR

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT, a county water district

By: _____
Harry M. Cowan
President, Board of Directors

115 South Robinson Street
Tehachapi, California 93561

GRANTEE

CITY OF TEHACHAPI, a California
municipal corporation

By: _____
Philip A. Smith
Mayor

EXHIBIT "A"

[Legal Description of Easement Area Located On Parcels A and B]

EXHIBIT "A"

ALL THOSE PORTIONS OF LOTS 34 AND 87 OF THE AMENDED MAP OF THE TEHACHAPI FRUIT AND LAND COMPANY SUBDIVISION, RECORDED IN MAP BOOK 2 AT PAGE 37, AS DESCRIBED IN BOOK 4417, PAGES 594 THROUGH 597 AND BOOK 4653, PAGES 575 THROUGH 578 OF OFFICIAL RECORDS AND AS SHOWN ON RECORD OF SURVEY, RECORDED IN RECORD OF SURVEY BOOK 14 AT PAGES 90 AND 91, IN THE OFFICE OF THE RECORDER, COUNTY OF KERN, STATE OF CALIFORNIA, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 33 EAST, M.D.M., BEING 20.00 FOOT WIDE STRIPS OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (APN: 416-040-11):

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 34, SAID CORNER BEING A POINT ON THE CENTERLINE OF CUMMINGS VALLEY BOULEVARD (COUNTY ROAD NO. 86); THENCE SOUTH 00°50'36" WEST, ALONG THE WESTERLY LINE OF SAID LOT, 30.00 FEET TO POINT NO. 139 AS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CUMMINGS VALLEY BOULEVARD.

THENCE SOUTH 89°28'40" EAST, ALONG SAID RIGHT-OF-WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°28'40" EAST, 20.00 FEET.

THENCE SOUTH 00°50'36" WEST, ALONG A LINE PARALLEL WITH AND 60.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 34 AS MEASURED AT RIGHT ANGLES, 65.00 FEET TO POINT NO. 141 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°50'36" WEST, 1181.55 FEET TO POINT NO. 142 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°50'36" WEST, 65.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHERRY LANE (COUNTY ROAD NO. 1571).

THENCE NORTH 89°33'45" WEST, ALONG LAST SAID RIGHT-OF-WAY LINE, 20.00 FEET.

THENCE NORTH 00°50'36" EAST, PARALLEL WITH AND 40.00 FEET EASTERLY OF SAID WESTERLY LINE AS MEASURED AT RIGHT ANGLES, 1311.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.60 ACRES, MORE OF LESS.

PARCEL "B" APN:416-110-07):

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 87, SAID CORNER BEING A POINT ON THE CENTERLINE OF CHERRY LANE (COUNTY ROAD NO. 1571); THENCE SOUTH 00°55'34" WEST, ALONG THE WESTERLY LINE OF SAID LOT, 30.00 FEET TO POINT NO. 40, AS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CHERRY LANE.

PAGE 1 OF 3

THENCE SOUTH 89°33'45" EAST, ALONG SAID RIGHT-OF-WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°33'45" EAST, 20.00 FEET.

THENCE SOUTH 00°55'34" WEST, PARALLEL WITH AND 60.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 87 AS MEASURED AT RIGHT ANGLES, 40.00 FEET TO POINT NO. 17 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°55'34" WEST, 500.82 FEET TO POINT NO. 18 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°55'34" WEST, 590.99 FEET TO POINT NO. 19 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE NORTH 89°33'45" WEST, 20.00 FEET.

THENCE NORTH 00°55'34" EAST, PARALLEL WITH AND 40.00 FEET EASTERLY OF SAID WESTERLY LINE AS MEASURED AT RIGHT ANGLES, 130.74 FEET.

THENCE SOUTH 28°11'07" WEST, 7.46 FEET.

THENCE SOUTH 32°39'07" WEST, 69.56 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 87.

THENCE NORTH 00°55'34" EAST, ALONG SAID WESTERLY LINE, 38.03 FEET.

THENCE NORTH 32°39'07" EAST, 36.43 FEET.

THENCE NORTH 28°11'07" EAST, 45.50 FEET.

THENCE NORTH 00°55'34" EAST, PARALLEL WITH AND 40.00 FEET EASTERLY OF SAID WESTERLY LINE AS MEASURED AT RIGHT ANGLES, 957.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.56 ACRES, MORE OR LESS.

EXHIBIT "B"
[Legal Description of Easement Area Locate On Parcel C]

EXHIBIT
(APN:417-011-13)

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED IN BOOK 4321 AT PAGE 266 OF OFFICIAL RECORDS AS SHOWN ON RECORD OF SURVEY RECORDED IN RECORD OF SURVEY BOOK 14 AT PAGE 92 IN THE OFFICE OF THE RECORDER, COUNTY OF KERN, STATE OF CALIFORNIA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 33 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 6036 AS SHOWN ON MAP RECORDED IN PARCEL MAP BOOK 28 AT PAGE 155 IN THE OFFICE OF SAID RECORDER, BEING CORNER NO. 133 AS SHOWN ON SAID RECORD OF SURVEY; THENCE SOUTH 89°51'22" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, 265.65 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 89°51'22" EAST, 21.72 FEET.

THENCE SOUTH 22°49'41" EAST, 52.41 FEET.

THENCE SOUTH 33°45'12" EAST, 81.90 FEET.

THENCE ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 160.00 FEET, THROUGH A CENTRAL ANGLE OF 31°55'57", AN ARC DISTANCE OF 89.17 FEET.

THENCE SOUTH 01°49'15" EAST, 314.56 FEET.

THENCE SOUTH 01°55'09" WEST, 68.07 FEET.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 210.00 FEET, THROUGH A CENTRAL ANGLE OF 20°19'32", AN ARC DISTANCE OF 74.50 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 67°45'19" WEST.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 67°53'57", AND ARC DISTANCE OF 71.10 FEET.

THENCE NORTH 89°51'22" WEST ALONG A LINE PARALLEL WITH AND 17.50 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID RECORD OF SURVEY, AS MEASURED AT RIGHT ANGLES, 197.25 FEET.

THENCE NORTH 86°29'55" WEST, 128.01 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL OF LAND FROM WHICH POINT NO. 132 AS SHOWN ON SAID RECORD OF SURVEY BEARS SOUTH 00°42'11" WEST, 25.00 FEET.

THENCE ALONG LAST SAID LINE NORTH 00°42'11" EAST, 20.03 FEET.

THENCE SOUTH 86°29'55" EAST, 128.44 FEET.

THENCE NORTH 00°08'38" EAST, 40.00 FEET

PAGE 1 OF 3

THENCE SOUTH 89°51'22" EAST, 70.00 FEET.

THENCE SOUTH 00°08'38" WEST, 26.03 FEET

THENCE SOUTH 77°18'17" EAST, 64.27 FEET.

THENCE SOUTH 89°51'22" EAST, 63.90 FEET.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 67°53'57", AN ARC DISTANCE OF 47.40 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 67°45'19" WEST.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 20°19'32", AN ARC DISTANCE OF 67.40 FEET.

THENCE NORTH 01°55'09" EAST, 67.42 FEET.

THENCE NORTH 01°49'15" WEST, 313.90 FEET.

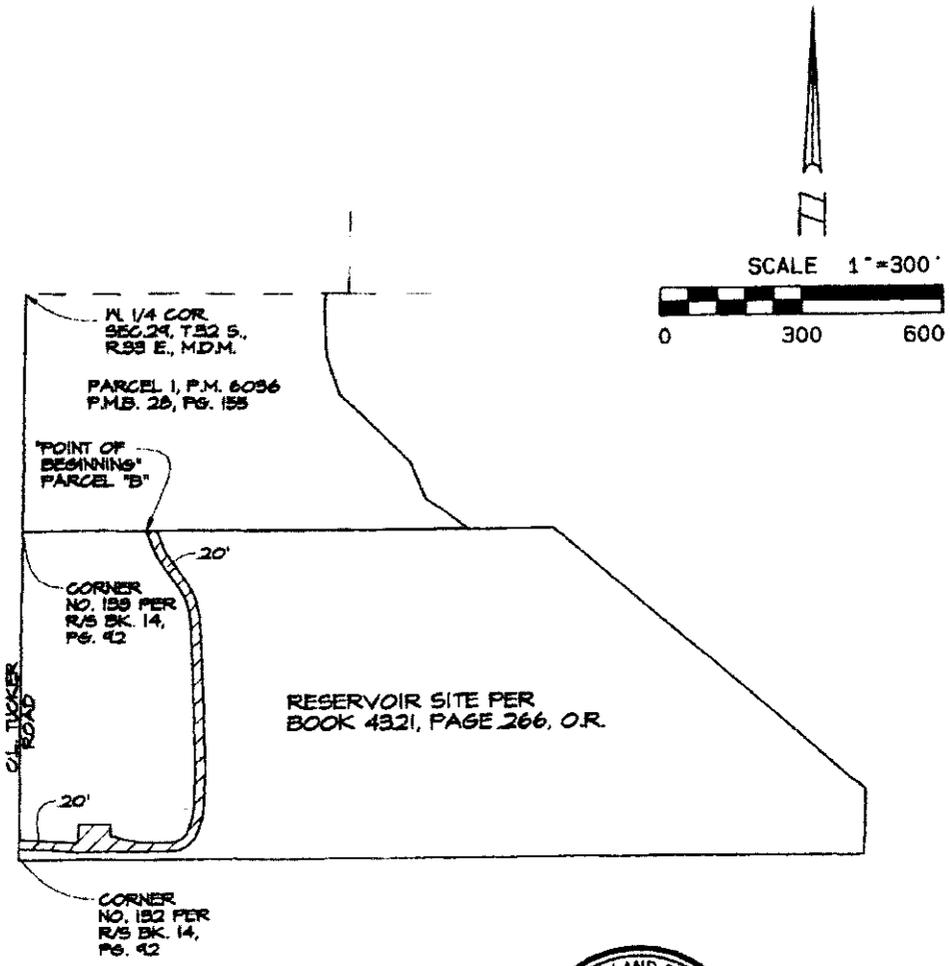
THENCE ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 31°55'57", AN ARC DISTANCE OF 78.03 FEET.

THENCE NORTH 33°45'12" WEST, 83.81 FEET.

THENCE NORTH 22°49'41" WEST, 62.80 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.56 ACRES, MORE OR LESS.

EXHIBIT
(APN: 417-011-13)



2-09-13

**ANTELOPE RUN PUBLIC BIKE AND
PEDESTRIAN PATH MASTER AGREEMENT**

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT ("District"), a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.), and CITY OF TEHACHAPI ("City"), a California municipal corporation, hereby enter into this PUBLIC BIKE AND PEDESTRIAN PATH AGREEMENT ("Agreement") effective as of July 15, 2013 with respect to the following facts.

BACKGROUND

A. The District, the City, the Tehachapi Resource Conservation District and the Greater Tehachapi Vision Community Foundation received a \$925,000 grant from the State Department of Water Resources (the "DWR Grant") for a portion of the costs to construct and develop the Antelope Run Restoration and Renewal Project ("Project").

B. The Project is the restoration and renewal of an intermittent urban stream approximately 1-1/2 miles in length. It includes the installation of a bike and pedestrian path ("Bike Path") and water conveyance and flood control facilities including, without limitation, underground pipes, utilities, and irrigation systems (the "Flood Control Facilities"). The location of the Project is designated as the "Flowage Easement." The Flowage Easement is various flowage and drainage easements and fee flood channel parcels owned by the District extending from the Southwest Quarter of Section 29, Township 32 South, Range 33 East, proceeding northerly to the right-of-way of the Union Pacific Railroad at Tehachapi Creek in the Northwest Quarter of Section 20, Township 32 South, Range 33 East, M.D.&M.

C. The District has constructed the Bike Path and completed all construction of same. The District is not aware of any outstanding claims with regard to the construction of the Bike Path either from the contractor, subcontractors, property owners, or any other person or entity.

D. The District owns three parcels in fee located with the Project area that are referred to herein as Parcels A, B and C. The District desires to grant an easement and the City wishes to accept a grant of easement on, over, under, across and through Parcels A, B, and C for the purpose of constructing, operating, maintaining, repairing and replacing the Bike Path, subject to the terms and conditions set forth below. The areas of Parcels A, B, and C on which the easement is located is legally described in Exhibits A and B attached hereto.

E. The District also has acquired easements on, over, under and across certain real property designated herein as Parcels D, E, F, G, H, I, J, K and L, however, the District did not obtain title insurance on the ownership of the properties lying within the easements or a title search from a title company and so is unable to assure the City that each easement has been fully and completely conveyed (the "Title Issues"). The easements are situated within the Flowage

Easement as described in the grants of easements attached hereto as Exhibit C and are collectively referred to herein as the "Easements of Record."

F. The District has the express right to assign the Easements of Record pertaining to Parcels D, E, F, G, H, I, J, and K in whole or in part, to the City. The Easement of Record pertaining to Parcel L does not restrict such an assignment.

G. The District further desires to assign the Easements of Record in part and the City wishes to accept such assignment for the purpose of constructing, operating, maintaining, repairing and replacing the Bike Path, subject to the terms and conditions set forth below. The easements to be granted and assigned pursuant to this Agreement are collectively referred to herein as the "Easements."

AGREEMENT

NOW, THEREFORE, the District and the City hereby agree as follows:

Section 1. Incorporation and Form of Easement.

(a) Incorporation.

The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein verbatim.

(b) Form of Easement to be Executed.

The District and the City shall execute the Easement in substantially the form attached hereto as Exhibit D for Parcels A, B and C, and the assignment (the "Assignment") of the Easements of Record in substantially the form attached hereto as Exhibit E.

Section 2. Assignment and Transfer.

(a) Assignment.

District shall assign the Easements of Record and convey the Easements described in Section 1(b) of this Agreement to the City concurrent with its execution of this Agreement. District hereby represents and warrants that the Easements of Record have been duly executed by all owners of the properties lying within each Easement of which District is aware and that to the extent any such Easement has not been fully conveyed or that a lien or monetary encumbrance threatens to cause the loss of the Easement, the District shall take reasonable steps to accomplish the full conveyance of the Easement or the subordination of the lien or other encumbrance at District's reasonable cost and expense. The City shall accept the foregoing subject to all valid and existing licenses, leases, grants, exceptions and reservations of persons other than the Grantor, conditions and encumbrances of any kind or description which affect or relate to the Easements.

(b) Transfer of Ownership.

District hereby transfers all of its right, title, and interest in and to the Bike Path to the City and the City hereby accepts same pursuant to the terms and conditions of this Agreement, the Easements, and the Assignment.

Section 3. Cooperation.

The Parties agree to cooperate in their joint use of the Easements and to not unreasonably interfere with the other's use. In the event of a flood or other act of God affecting the Flowage Easement, District shall have the right to take all action reasonably necessary to control the flood on the Flowage Easement. Nothing in this Agreement shall be construed to impose a duty on the District to control any flood on the Flowage Easement. It is the intent of the District and the City that the District's use of the Easements to the extent necessary to construct, operate, maintain, repair and replace water conveyance and flood control facilities, including irrigation, is superior to the Permitted Use, as that term is defined in the Easements, of the Bike Path. The District may close the Bike Path, or any section or sections thereof, from time to time and for a reasonable period of time to construct, operate, maintain, repair and replace such water conveyance and flood control facilities. The City will take reasonable care and effort not to interfere with or impair the water conveyance and flood control facilities located in the Flowage Easement, including underground pipes and utilities.

Section 4. Integration.

This Agreement, the Easements, and the Assignment contain the entire agreement between the District and the City with respect to the Bike Path and Flood Control Facilities and supersede any other agreement, whether written or oral, between the District and the City relating to the same subject. Any prior representations, promises, or the like that are not contained in this Agreement, the Easements, or the Assignment shall be of no force or effect.

Section 5. Litigation.

The prevailing party in any litigation relating to this Agreement, the Easements, or the Assignment shall be entitled to recover from the non-prevailing party all of its reasonably-incurred litigation expenses, including the fees and costs of its attorney, its consultants, and its experts, in addition to its costs under Code of Civil Procedure section 1032.

Section 6. Heirs and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective, legal representatives, successors and assigns.

Section 7. Interpretation.

The language of this Agreement shall be construed as a whole, according to its fair meaning. As used in this Agreement, the masculine or neuter gender and singular and plural number shall be deemed to include the others whenever the context so indicates or requires. This

Agreement is the product of negotiation and shall not be interpreted strictly for or against any of the parties.

Section 8. Captions.

All captions in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

Section 9. Exhibits.

All exhibits referred to in this Agreement are hereby incorporated by reference as if fully set forth in this Agreement.

Section 10. Governing Law and Venue.

The validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California. The Parties agree that for any litigation concerning or arising from this Agreement the venue is the Superior Court of the State of California, Kern County, Metropolitan Division, and each Party consents to jurisdiction there.

Section 11. Execution in Counterparts.

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

Section 12. Representations and Warranties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT, a county water district

CITY OF TEHACHAPI, a California
municipal corporation

By: _____
Harry M. Cowan, President, Board of Directors

By: _____
PHILIP A. SMITH, Mayor

EXHIBIT "A"
[Legal Description of Parcels A and B]

EXHIBIT "A"

ALL THOSE PORTIONS OF LOTS 34 AND 87 OF THE AMENDED MAP OF THE TEHACHAPI FRUIT AND LAND COMPANY SUBDIVISION, RECORDED IN MAP BOOK 2 AT PAGE 37, AS DESCRIBED IN BOOK 4417, PAGES 594 THROUGH 597 AND BOOK 4653, PAGES 575 THROUGH 578 OF OFFICIAL RECORDS AND AS SHOWN ON RECORD OF SURVEY, RECORDED IN RECORD OF SURVEY BOOK 14 AT PAGES 90 AND 91, IN THE OFFICE OF THE RECORDER, COUNTY OF KERN, STATE OF CALIFORNIA, LYING WITHIN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 33 EAST, M.D.M., BEING 20.00 FOOT WIDE STRIPS OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (APN: 416-040-11):

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 34, SAID CORNER BEING A POINT ON THE CENTERLINE OF CUMMINGS VALLEY BOULEVARD (COUNTY ROAD NO. 86); THENCE SOUTH 00°50'36" WEST, ALONG THE WESTERLY LINE OF SAID LOT, 30.00 FEET TO POINT NO. 139 AS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CUMMINGS VALLEY BOULEVARD.

THENCE SOUTH 89°28'40" EAST, ALONG SAID RIGHT-OF-WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°28'40" EAST, 20.00 FEET.

THENCE SOUTH 00°50'36" WEST, ALONG A LINE PARALLEL WITH AND 60.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 34 AS MEASURED AT RIGHT ANGLES, 65.00 FEET TO POINT NO. 141 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°50'36" WEST, 1181.55 FEET TO POINT NO. 142 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°50'36" WEST, 65.01 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHERRY LANE (COUNTY ROAD NO. 1571).

THENCE NORTH 89°33'45" WEST, ALONG LAST SAID RIGHT-OF-WAY LINE, 20.00 FEET.

THENCE NORTH 00°50'36" EAST, PARALLEL WITH AND 40.00 FEET EASTERLY OF SAID WESTERLY LINE AS MEASURED AT RIGHT ANGLES, 1311.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.60 ACRES, MORE OR LESS.

PARCEL "B" APN:416-110-07:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 87, SAID CORNER BEING A POINT ON THE CENTERLINE OF CHERRY LANE (COUNTY ROAD NO. 1571); THENCE SOUTH 00°55'34" WEST, ALONG THE WESTERLY LINE OF SAID LOT, 30.00 FEET TO POINT NO. 40, AS SHOWN ON SAID RECORD OF SURVEY, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CHERRY LANE.

PAGE 1 OF 3

THENCE SOUTH 89°33'45" EAST, ALONG SAID RIGHT-OF-WAY LINE, 40.00 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 89°33'45" EAST, 20.00 FEET.

THENCE SOUTH 00°55'34" WEST, PARALLEL WITH AND 60.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 87 AS MEASURED AT RIGHT ANGLES, 40.00 FEET TO POINT NO. 17 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°55'34" WEST, 500.82 FEET TO POINT NO. 18 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 00°55'34" WEST, 590.99 FEET TO POINT NO. 19 AS SHOWN ON SAID RECORD OF SURVEY.

THENCE NORTH 89°33'45" WEST, 20.00 FEET.

THENCE NORTH 00°55'34" EAST, PARALLEL WITH AND 40.00 FEET EASTERLY OF SAID WESTERLY LINE AS MEASURED AT RIGHT ANGLES, 130.74 FEET.

THENCE SOUTH 28°11'07" WEST, 7.46 FEET.

THENCE SOUTH 32°39'07" WEST, 69.56 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 87.

THENCE NORTH 00°55'34" EAST, ALONG SAID WESTERLY LINE, 38.03 FEET.

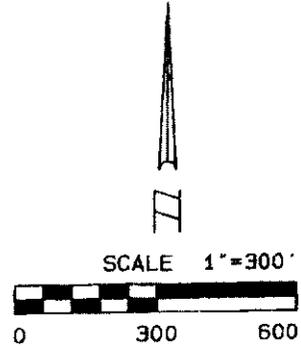
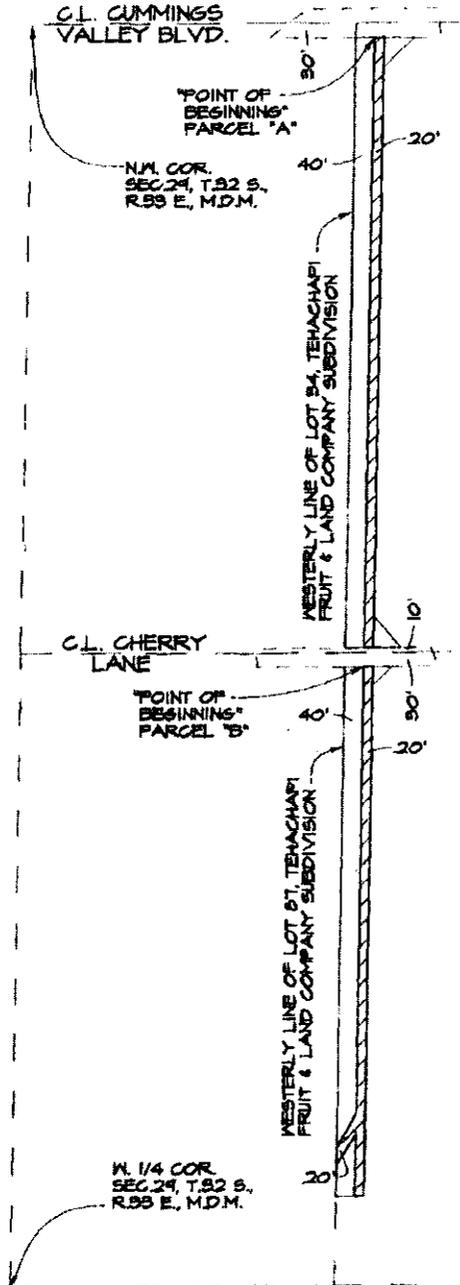
THENCE NORTH 32°39'07" EAST, 36.43 FEET.

THENCE NORTH 28°11'07" EAST, 45.50 FEET.

THENCE NORTH 00°55'34" EAST, PARALLEL WITH AND 40.00 FEET EASTERLY OF SAID WESTERLY LINE AS MEASURED AT RIGHT ANGLES, 957.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.56 ACRES, MORE OR LESS.

EXHIBIT "A"



2-09-13

EXHIBIT "B"
[Legal Description of Parcel C]

EXHIBIT
(APN:417-011-13)

ALL THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN GRANT DEED RECORDED IN BOOK 4321 AT PAGE 266 OF OFFICIAL RECORDS AS SHOWN ON RECORD OF SURVEY RECORDED IN RECORD OF SURVEY BOOK 14 AT PAGE 92 IN THE OFFICE OF THE RECORDER, COUNTY OF KERN, STATE OF CALIFORNIA, LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 32 SOUTH, RANGE 33 EAST, M.D.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF PARCEL 1 OF PARCEL MAP NO. 6036 AS SHOWN ON MAP RECORDED IN PARCEL MAP BOOK 28 AT PAGE 155 IN THE OFFICE OF SAID RECORDER, BEING CORNER NO. 133 AS SHOWN ON SAID RECORD OF SURVEY;
THENCE SOUTH 89°51'22" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, 265.65 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUING ALONG LAST SAID LINE SOUTH 89°51'22" EAST, 21.72 FEET.

THENCE SOUTH 22°49'41" EAST, 52.41 FEET.

THENCE SOUTH 33°45'12" EAST, 81.90 FEET.

THENCE ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 160.00 FEET, THROUGH A CENTRAL ANGLE OF 31°55'57", AN ARC DISTANCE OF 89.17 FEET.

THENCE SOUTH 01°49'15" EAST, 314.56 FEET.

THENCE SOUTH 01°55'09" WEST, 68.07 FEET.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 210.00 FEET, THROUGH A CENTRAL ANGLE OF 20°19'32", AN ARC DISTANCE OF 74.50 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 67°45'19" WEST.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET, THROUGH A CENTRAL ANGLE OF 67°53'57", AND ARC DISTANCE OF 71.10 FEET.

THENCE NORTH 89°51'22" WEST ALONG A LINE PARALLEL WITH AND 17.50 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID PARCEL OF LAND AS SHOWN ON SAID RECORD OF SURVEY, AS MEASURED AT RIGHT ANGLES, 197.25 FEET.

THENCE NORTH 86°29'55" WEST, 128.01 FEET TO A POINT IN THE WESTERLY LINE OF SAID PARCEL OF LAND FROM WHICH POINT NO. 132 AS SHOWN ON SAID RECORD OF SURVEY BEARS SOUTH 00°42'11" WEST, 25.00 FEET.

THENCE ALONG LAST SAID LINE NORTH 00°42'11" EAST, 20.03 FEET.

THENCE SOUTH 86°29'55" EAST, 128.44 FEET.

THENCE NORTH 00°08'38" EAST, 40.00 FEET

PAGE 1 OF 3

THENCE SOUTH 89°51'22" EAST, 70.00 FEET.

THENCE SOUTH 00°08'38" WEST, 26.03 FEET.

THENCE SOUTH 77°18'17" EAST, 64.27 FEET.

THENCE SOUTH 89°51'22" EAST, 63.90 FEET.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 FEET, THROUGH A CENTRAL ANGLE OF 67°53'57", AN ARC DISTANCE OF 47.40 FEET TO A POINT OF COMPOUND CURVATURE FROM WHICH A RADIAL LINE BEARS NORTH 67°45'19" WEST.

THENCE ALONG A TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 20°19'32", AN ARC DISTANCE OF 67.40 FEET.

THENCE NORTH 01°55'09" EAST, 67.42 FEET.

THENCE NORTH 01°49'15" WEST, 313.90 FEET.

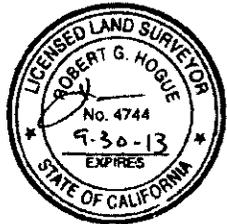
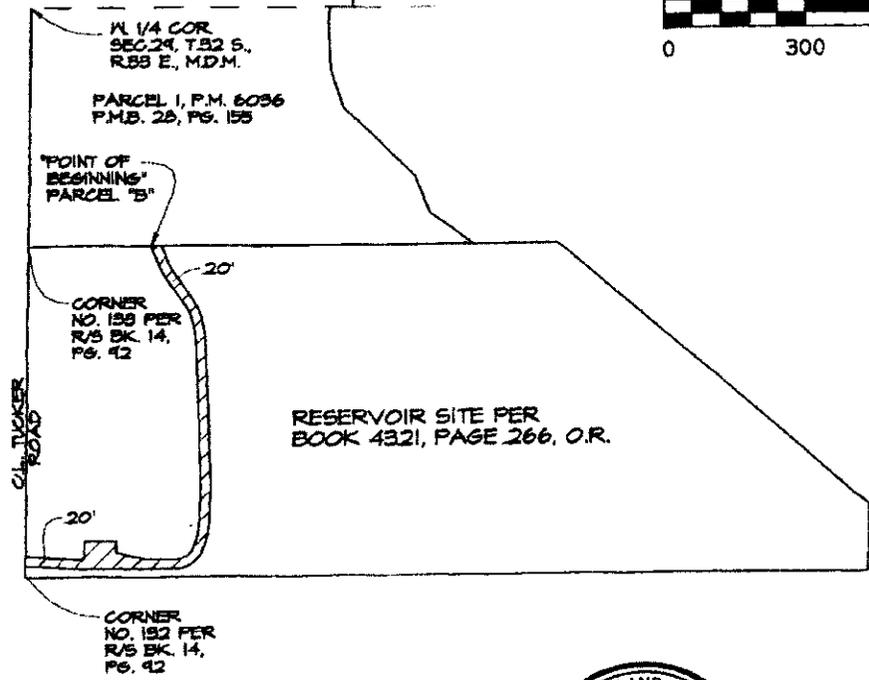
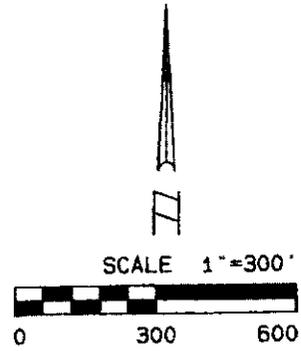
THENCE ALONG A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 140.00 FEET, THROUGH A CENTRAL ANGLE OF 31°55'57", AN ARC DISTANCE OF 78.03 FEET.

THENCE NORTH 33°45'12" WEST, 83.81 FEET.

THENCE NORTH 22°49'41" WEST, 62.80 TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.56 ACRES, MORE OR LESS.

EXHIBIT
(APN:417-011-13)



2-09-13

PAGE 3 OF 3

EXHIBIT "C"

INDEX OF EASEMENTS OF RECORD

| Exhibit No. | Easement Reference | Grantor | APN |
|--------------------|---------------------------|---|--|
| C-1 | Parcel D | Lillian E. Schollard | 416-110-04 |
| C-2 | Parcel E | George L. Davis and Jacqueline G. Davis | 416-010-16-3 |
| C-3 | Parcel F | Thomas R. Pritchard | 416-010-14 |
| C-4 | Parcel G | Mohamad Reza Ardeshiri and Grace Yolanda Ardeshiri | 417-011-05 |
| C-5 | Parcel H | Herman M. D. Boyer and Sara L. Boyer | 416-010-15 |
| C-6 | Parcel I | Apache Tehachapi Properties I, LLC | 416-010-13 |
| C-7 | Parcel J | M. R. Larizadeh | 416-010-17 |
| C-8 | Parcel K | Apache Tehachapi Properties I, LLC | 415-130-25, 415-130-27, 415-130-31 |
| C-9 | Parcel L | Mohamad Reza Ardeshiri and Grace Yolanda Ardeshiri | 417-010-17 |

EXHIBIT "D"
[Form of Easement without exhibits]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

┌
City of Tehachapi
Attention: City Engineer
115 South Robinson Street
Tehachapi, California 93561
└

SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

**EASEMENT AGREEMENT AFFECTING PARCELS A, B, AND C
FOR PUBLIC BIKE AND PEDESTRIAN PATH**

The undersigned grantor declares that no documentary transfer tax is due. See section 9015(b) of the real Property Transfer Tax Ordinance of the County of Kern (conveyance from one governmental entity to another).

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT ("Grantor"), a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.), and CITY OF TEHACHAPI ("Grantee"), a California municipal corporation, hereby enter into this EASEMENT AGREEMENT ("Easement") effective as of July 15, 2013 with respect to the following facts.

BACKGROUND

A. The Grantor is the fee simple owner of certain real property referred to herein as Parcels A, B and C, located in the City of Tehachapi, California, consisting of APNs 416-040-11, 416-110-07, and 417-011-13, respectively.

B. A portion of a public bike and pedestrian path ("Bike Path") is located on Parcels A, B and C.

C. The Grantor desires to grant and the Grantee wishes to accept a grant of easement on, over, under and across Parcels A, B, and C for the purposes of constructing, operating, maintaining, repairing and replacing the Bike Path, subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, the Grantor and the Grantee hereby agree as follows:

**ARTICLE I.
INTERPRETATION OF EASEMENT**

1.00. Introduction.

The rules of interpretation contained in this Article I shall govern the interpretation of this Easement.

1.01. Definitions.

The words and phrases defined in Article II hereof shall govern the interpretation of this Easement.

1.02. Applicable Law.

The Laws of the State of California without regard to conflict of law principles shall govern the interpretation of this Easement.

1.03. Amendment of Easement.

This Easement may not be modified, changed, altered, amended or otherwise revised except by a written amendment duly executed by all parties.

1.04. Statutory Rules of Interpretation.

The parties agree that both parties participated in drafting this Agreement, and any interpretation of this Agreement or any provisions herein shall be made without regard to which of the parties drafted this Agreement or any provision herein, and there shall be no presumption that any ambiguity is to be resolved against either party as the drafting party.

1.05. Statutory Presumptions Regarding Permitted Use.

No Law which creates a presumption that a particular use includes or excludes other uses shall be applied to expand or limit the Permitted Use, as that term is defined in Article II, unless the Law creates a conclusive presumption.

1.06. Opinions and Determinations.

Except as may be otherwise provided in this Easement, where any term of this Easement provides for action to be based on the opinion, judgment, approval, consent, review, certification, or determination of a party, such term shall not be construed as permitting the opinion, judgment, approval, consent, review, certification, or determination to be arbitrary, capricious or unreasonable.

1.07. Waiver.

The waiver by either the Grantor or the Grantee, or both, of any right with respect to a default or any other matter arising under this Easement shall not constitute or be construed as constituting a waiver with respect to any other default or matter or to be a continuing waiver.

1.08. Exhibits.

All exhibits referred to in this Easement are hereby incorporated by reference as if fully set forth in this Easement.

1.09. Captions.

The captions of articles and sections of this Easement do not define the scope, meaning or intent of this Easement and are not a part of this Agreement and shall not be considered in interpreting this Agreement.

**ARTICLE II.
DEFINITIONS**

2.00. Easement.

"Easement" means this Easement Agreement.

2.01. Easement Area.

"Easement Area" means a twenty-foot wide right-of-way located on Parcels A, B, and C. The Easement Area is described in Exhibits A and B attached hereto.

2.02. Flowage Easement.

"Flowage Easement" means various flowage and drainage easements and fee flood channel parcels owned by the Grantor extending from the Southwest Quarter of Section 29, Township 32 South, Range 33 East, proceeding northerly to the right-of-way of the Union Pacific Railroad at Tehachapi Creek in the Northwest Quarter of Section 20, Township 32 South, Range 33 East, M.D.&M.

2.03. Effective Date.

"Effective Date" means July 15, 2013.

2.04. Grantee.

"Grantee" means the City of Tehachapi, a California municipal corporation.

2.05. Grantee's Address.

"Grantee's Address" means City of Tehachapi, 115 S. Robinson St., Tehachapi, CA 93561.

2.06. Grantor.

"Grantor" means Tehachapi-Cummings County Water District, a county water district organized and existing pursuant to the provisions of Division 12 of the California Water Code (commencing with Section 30000, et seq.).

2.07. Grantor's Address.

"Grantor's Address means Tehachapi-Cummings County Water District, P.O. Box 326, Tehachapi, CA 93561.

2.08. Law.

"Law" means any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other action of any municipal, county, state, federal, or other government or authority having jurisdiction over the Grantor, the Grantee, or the Easement Area at any time during the Term of this Easement.

2.9. Litigation.

"Litigation" means any action at law, in equity, or otherwise, any arbitration or bankruptcy proceeding, or any appellate proceeding.

2.10. Official Records.

"Official Records" means the Official Records of the Recorder of the County of Kern, State of California.

2.11. Permitted Use.

"Permitted Use" means use of the Easement Area as is necessary, desirable or advisable for the following purposes:

- A. constructing, operating, maintaining, repairing and replacing the Bike Path, including landscaping and installation of utilities, so long as said improvements are located within the Easement Area and do not impair the Grantor's water conveyance and flood control facilities, including underground pipes, utilities and irrigation system; and
- B. vehicular and pedestrian ingress and egress by the City, its employees, successors, assigns, contractors, guests and invitees for the purposes identified in the above subsection A of this section 2.11.

2.12. Term.

"Term" means the duration of this Easement set forth in Section 3.03 hereof.

**ARTICLE III.
SPECIAL PROVISIONS**

3.00. Grant of Easement.

The District hereby grants an easement and right-of-way on, over, under and across the Easement Area for so long as the Easement Area is used for the Permitted Use, subject to all

matters and encumbrances of record affecting Parcels A, B and C and on the terms and conditions set forth in this Agreement.

3.01. Nature of Easement.

This Easement is a non-exclusive easement in gross.

3.02. Assignment.

The Grantee shall not have the right to assign this Easement, in whole or in part, by consent, operation of law, or otherwise, to any person without the prior written consent of the Grantor.

3.03. Term.

This Easement will be an easement in perpetuity for the benefit of the City, its successors and assigns.

3.04. Litigation Expenses.

The prevailing party in any Litigation relating to this Easement or arising from the failure or claimed failure of any party to perform any obligation under this Easement shall be entitled to recover from the non-prevailing party all of its reasonably-incurred Litigation expenses, including the fees and costs of its attorney, its consultants, and its experts, in addition to its costs under Code of Civil Procedure section 1032.

3.05. Venue.

The venue for any action or proceeding filed by any party to this Easement in any court, except a proceeding under the Bankruptcy Act (11 U.S.C., § 101, *et seq.*), shall be the Superior Court of the State of California in and for the County of Kern.

3.06. Grantor's Representations.

Grantor hereby represents and warrants that Grantor has completed construction of the Bike Path; that all contractors, subcontractors, and other persons assisting in the construction of the Bike Path have been paid in full and none of the foregoing has any claims against Grantor nor is Grantor in default of any of its obligations to the foregoing.

**ARTICLE IV.
GENERAL PROVISIONS**

4.00. Acknowledgment of Grantor's Title.

Grantor is the owner of Parcel A pursuant to the Final Order of Condemnation recorded on March 8, 1972 in Book 248 at Page 27 of the Official Records. Grantor is the owner of Parcel B pursuant to the Final Order of Condemnation recorded on July 3, 1970 in Book 214 at Page 153 of the Official Records. Grantor is the owner of Parcel C pursuant to a

Grant Deed recorded on September 26, 1969 in Book 4321 at Page 266 of the Official Records. Grantee hereby recognizes the Grantor's title to Parcels A, B, and C, and shall never assail or resist the Grantor's title. The Grantor conveys the Easement and right of way only to the extent of its respective right, title and interest therein.

4.01. Easement Subject to Existing Right of Others.

The Grantee's rights under this Easement are subject to all valid and existing licenses, leases, grants, exceptions and reservations of persons other than the Grantor, conditions and encumbrances of any kind or description which affect or relate to Parcels A, B, and C.

4.02. Acceptance of Condition of Easement Area.

The Grantee acknowledges that it has inspected the condition of the Easement Area and all other portions of Parcels A, B, and C that it may have a right to use under the terms of this Easement and accepts such property as is.

4.03. Grantor's Reserved Rights.

The Grantor reserves the right to use Parcels A, B, and C or any portion thereof, including the Easement Area, for any purpose so long as such use does not unreasonably interfere with the Easement.

4.04. Location of Facilities.

Except in the case of an emergency, no less than 48 hours prior to performing any construction, maintenance, repair or replacement work on the Bike Path, Grantee shall notify Grantor by telephone to (661) 822-5504 of the location of said proposed work. In the event of an emergency, such notice shall be provided to the Grantor by as soon as reasonably possible. Grantor shall identify and mark for the Grantee the location of Grantor's facilities in the area of the proposed work. In the event any Grantor facility that was marked is damaged, City shall be solely responsible for repairing said damage.

4.05. Operation, Maintenance and Repair of the Bike Path.

The Grantee, at its expense, may pave and landscape the Bike Path, and shall operate, maintain and repair the Bike Path so that the Bike Path is maintained in a safe condition and in accordance with any other standards contained in this Easement to avoid any adverse impact to Parcels A, B, and C.

4.06. Liens.

Grantee's operation, maintenance, repair, and construction of the Bike Path from the date hereof shall be at Grantee's sole cost and expense and Grantee shall maintain the Easement free and clear of all liens resulting from the foregoing.

4.07. Indemnity.

A. The City hereby agrees that it will indemnify, defend, and hold harmless the District and its officers, directors, employees, successors and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path or the acts or omissions of City accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District. The City acknowledges and agrees that its indemnification will apply irrespective of whether the City assigns its rights, title and interest to the Easements.

B. District hereby agrees that it will indemnify, defend, and hold harmless the City, its respective officers, Councilmembers, employees, successors, and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path, the Easements, or the acts or omissions of the District accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District.

4.08. Compliance With the Law.

The Grantee shall at all times comply with the Law.

4.09. Successors and Assigns.

Except as otherwise provided in section 3.02 hereof, this Easement shall inure to the benefit of and be binding upon the successors and assigns of the Grantor and the Grantee and all covenants shall apply to and run with the land.

4.10. Grantor's Remedies for Grantee's Breach of Easement.

Grantee shall not be in default in the performance of any of its obligations hereunder unless Grantee has failed to perform such obligation within thirty (30) days after the receipt of written notice from Grantor of its failure to perform, provided, however, that if the nature of Grantee's obligation is such that more than thirty (30) days are required for its performance, then Grantee shall not be deemed in default if it commences such performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

4.11. Written Notice.

Any written notice required to be given by either party to the other hereunder shall be deemed given one of three ways: (1) upon delivery if delivered personally to the party to be notified, (2) upon delivery if sent by an overnight carrier sent to the party at the address set forth opposite the party's signature below, or (3) three (3) days following deposit in the United States mail, postage prepaid and addressed to the party at the address set forth opposite the party's signature below.

4.12. Recitals.

The above recitals are incorporated herein and made part of this Easement.

4.13. Severability.

In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereto, and this Easement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

4.14. Representations and Warranties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the Effective Date.

Address:
PO Box 326
Tehachapi, California 93581

GRANTOR

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT, a county water district

By: _____
Harry M. Cowan
President, Board of Directors

115 South Robinson Street
Tehachapi, California 93561

GRANTEE

CITY OF TEHACHAPI, a California
municipal corporation

By: _____
Philip A. Smith
Mayor

EXHIBIT "E"
[Form of Assignment]

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

┌
City of Tehachapi
Attention: City Engineer
115 South Robinson Street
Tehachapi, California 93561
└

SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

ASSIGNMENT OF EASEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the TEHACHAPI – CUMMINGS COUNTY WATER DISTRICT (the "Assignor") hereby assigns all of its right, title, and interest in and to the following easements (the "Easements") to the TEHACHAPI – CUMMINGS COUNTY WATER DISTRICT (sometimes, the "District" or "Assignee") and the CITY OF TEHACHAPI (sometimes, the "City" or "Assignee") (sometimes, collectively, the "Assignees") pursuant to the terms and conditions set forth herein:

A. Easement Grant Deed from the Thomas E. Pritchard 1990 Trust U/D/T April 10, 1990 recorded as Document No. 0209054113 on April 16, 2009 in the Official Records of the Recorder of the County of Kern;

B. Grant of Easement for Pedestrian/Bike Path from Mohamad Resa Ardeshari and Grace Yolanda Ardeshari, husband and wife recorded as Document No. 0209064114 on May 5, 2009 in the Official Records of the Recorder of the County of Kern;

C. Easement Grant Deed by Herman M. D. Boyer and Sara L. Boyer recorded as Document No. 0209054114 on April 16, 2009 in the Official Records of the Recorder of the County of Kern;

D. Easement Grant Deed from Apache Tehachapi Properties I, LLC recorded as Document No. 0209172502 on November 23, 2009 in the Official Records of the Recorder of the County of Kern;

E. Easement Grant Deed from M. R. Larizadeh recorded as Document No. 0208170620 on October 29, 2008 in the Official Records of the Recorder of the County of Kern;

F. Easement Grant Deed from Apache Tehachapi Properties I, LLC recorded as Document No. 0209018308 on February 10, 2009 in the Official Records of the Recorded of the County of Kern;

G. Grant of Easement for Pedestrian/Bike Path from Mohamad Resa Ardeshari and Grace Yolanda Ardeshari, husband and wife recorded as Document No. 0204225241 on September 16, 2004 in the Official Records of the Recorder of the County of Kern;

H. Easement Grant Deed from Lillian Schollard recorded as Document No. 0204215102 on September 3, 2004 in the Official Records of the Recorder of the County of Kern; and

I. Easement Grant Deed from George L. Davis and Jacqueline G. Davis recorded as Document No. 0205043026 on February 24, 2005 in the Official Records of the Recorder of the County of Kern.

The Easements assigned to the City are solely for the purpose of constructing, operating, maintaining, repairing and replacing the bike and pedestrian path thereon and the associated landscaping and utilities (collectively, the "Bike Path"), so long as said improvements do not impair the District's water conveyance and flood control facilities, including underground pipes, utilities and irrigation system. The District agrees that to the extent any Easement has not been fully conveyed by the property owners of the property within the Easement or that a lien or other monetary encumbrance threatens to cause the loss of the Easement, the District will take reasonable steps at its reasonable cost and expense to obtain the full conveyance of same or the subordination of the lien or other encumbrance. The Easements assigned to the District are for the purpose of constructing, operating, maintaining, repairing, and replacing water conveyance and flood control facilities located on the Easements, including, without limitation, underground pipes, utilities, and irrigation systems.

The Assignees agree to cooperate in their joint use of the Easements and not to unreasonably interfere with the other Assignee's use. In the event of a flood or other act of God affecting the Easements, District shall have the right to take all action reasonably necessary to control the flood on the Easements. Nothing in this Agreement shall be construed to impose a duty on the District to control any flood on the Easements. The District's use of the Easements to the extent necessary to construct, operate, maintain, repair and replace water conveyance and flood control facilities, including irrigation, is superior to the purpose of this Assignment described above. The District may close the Bike Path, or any section or sections thereof, from time to time and for a reasonable period of time to construct, operate, maintain, repair and replace such water conveyance and flood control facilities. The City will take reasonable care and effort not to interfere with or impair the water conveyance and flood control facilities located on the Easements, including underground pipes and utilities.

The Assignees each accept their respective assignment and assumes all of Assignor's obligations under the Easements as they pertain to each Assignee's use of the Easements.

The City acknowledges that it has inspected the land that it may have a right to use under the terms of this Assignment, with the exception of the District's underground facilities, and accepts such property as is.

Except in the case of an emergency, no less than 48 hours prior to performing any construction, maintenance, repair or replacement work on the Bike Path, the City shall notify the District by telephone to (661) 822-5504 of the location of said proposed work. In the event of an emergency, such notice shall be provided to the District as soon as reasonably possible. The District shall identify and mark for the City the location of the District's facilities in the area of the proposed work. In the event any District facility that was marked is damaged, City shall be solely responsible for repairing said damage.

The City hereby agrees that it will indemnify, defend, and hold harmless the District and its officers, directors, employees, successors and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path or the acts or omissions of City accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District. The City acknowledges and agrees that its indemnification will apply irrespective of whether the City assigns its rights, title and interest to the Easements.

District hereby agrees that it will indemnify, defend, and hold harmless the City, its respective officers, Councilmembers, employees, successors, and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path, the Easements, or the acts or omissions of the District accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District.

Any written notice concerning this Agreement by either party to the other shall be deemed given one of three ways: (1) upon delivery if delivered personally to the party to be notified, (2) upon delivery if sent by an overnight carrier sent to the party at the address set forth opposite the party's signature below, or (3) three (3) days following deposit in the United States mail, postage prepaid and addressed to the party at the address set forth opposite the party's signature below.

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

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

The prevailing party in any litigation relating to this Assignment shall be entitled to recover from the non-prevailing party all of its reasonably-incurred litigation expenses, including the fees and costs of its attorney, its consultants, and its experts, in addition to its costs under Code of Civil Procedure section 1032.

IN WITNESS WHEREOF, the parties have executed this Assignment as of July 15, 2013 which shall be effective on the date of recording.

Address:

City of Tehachapi, California

115 South Robinson Street
Tehachapi, California 93561

Philip A. Smith
Mayor

Address:

**Tehachapi-Cummings County
Water District**

P.O. Box 326
Tehachapi, California 93581

Harry M. Cowan
President, Board of Directors

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

┌
City of Tehachapi
Attention: City Engineer
115 South Robinson Street
Tehachapi, California 93561
└

SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

ASSIGNMENT OF EASEMENTS

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the TEHACHAPI – CUMMINGS COUNTY WATER DISTRICT (the "Assignor") hereby assigns all of its right, title, and interest in and to the following easements (the "Easements") to the TEHACHAPI – CUMMINGS COUNTY WATER DISTRICT (sometimes, the "District" or "Assignee") and the CITY OF TEHACHAPI (sometimes, the "City" or "Assignee") (sometimes, collectively, the "Assignees") pursuant to the terms and conditions set forth herein:

A. Easement Grant Deed from the Thomas E. Pritchard 1990 Trust U/D/T April 10, 1990 recorded as Document No. 0209054113 on April 16, 2009 in the Official Records of the Recorder of the County of Kern;

B. Grant of Easement for Pedestrian/Bike Path from Mohamad Resa Ardeshari and Grace Yolanda Ardeshari, husband and wife recorded as Document No. 0209064114 on May 5, 2009 in the Official Records of the Recorder of the County of Kern;

C. Easement Grant Deed by Herman M. D. Boyer and Sara L. Boyer recorded as Document No. 0209054114 on April 16, 2009 in the Official Records of the Recorder of the County of Kern;

D. Easement Grant Deed from Apache Tehachapi Properties I, LLC recorded as Document No. 0209172502 on November 23, 2009 in the Official Records of the Recorder of the County of Kern;

E. Easement Grant Deed from M. R. Larizadeh recorded as Document No. 0208170620 on October 29, 2008 in the Official Records of the Recorder of the County of Kern;

F. Easement Grant Deed from Apache Tehachapi Properties I, LLC recorded as Document No. 0209018308 on February 10, 2009 in the Official Records of the Recorded of the County of Kern;

G. Grant of Easement for Pedestrian/Bike Path from Mohamad Resa Ardeshari and Grace Yolanda Ardeshari, husband and wife recorded as Document No. 0204225241 on September 16, 2004 in the Official Records of the Recorder of the County of Kern;

H. Easement Grant Deed from Lillian Schollard recorded as Document No. 0204215102 on September 3, 2004 in the Official Records of the Recorder of the County of Kern; and

I. Easement Grant Deed from George L. Davis and Jacqueline G. Davis recorded as Document No. 0205043026 on February 24, 2005 in the Official Records of the Recorder of the County of Kern.

The Easements assigned to the City are solely for the purpose of constructing, operating, maintaining, repairing and replacing the bike and pedestrian path thereon and the associated landscaping and utilities (collectively, the "Bike Path"), so long as said improvements do not impair the District's water conveyance and flood control facilities, including underground pipes, utilities and irrigation system. The District agrees that to the extent any Easement has not been fully conveyed by the property owners of the property within the Easement or that a lien or other monetary encumbrance threatens to cause the loss of the Easement, the District will take reasonable steps at its reasonable cost and expense to obtain the full conveyance of same or the subordination of the lien or other encumbrance. The Easements assigned to the District are for the purpose of constructing, operating, maintaining, repairing, and replacing water conveyance and flood control facilities located on the Easements, including, without limitation, underground pipes, utilities, and irrigation systems.

The Assignees agree to cooperate in their joint use of the Easements and not to unreasonably interfere with the other Assignee's use. In the event of a flood or other act of God affecting the Easements, District shall have the right to take all action reasonably necessary to control the flood on the Easements. Nothing in this Agreement shall be construed to impose a duty on the District to control any flood on the Easements. The District's use of the Easements to the extent necessary to construct, operate, maintain, repair and replace water conveyance and flood control facilities, including irrigation, is superior to the purpose of this Assignment described above. The District may close the Bike Path, or any section or sections thereof, from time to time and for a reasonable period of time to construct, operate, maintain, repair and replace such water conveyance and flood control facilities. The City will take reasonable care and effort not to interfere with or impair the water conveyance and flood control facilities located on the Easements, including underground pipes and utilities.

The Assignees each accept their respective assignment and assumes all of Assignor's obligations under the Easements as they pertain to each Assignee's use of the Easements.

The City acknowledges that it has inspected the land that it may have a right to use under the terms of this Assignment, with the exception of the District's underground facilities, and accepts such property as is.

Except in the case of an emergency, no less than 48 hours prior to performing any construction, maintenance, repair or replacement work on the Bike Path, the City shall notify the District by telephone to (661) 822-5504 of the location of said proposed work. In the event of an emergency, such notice shall be provided to the District as soon as reasonably possible. The District shall identify and mark for the City the location of the District's facilities in the area of the proposed work. In the event any District facility that was marked is damaged, City shall be solely responsible for repairing said damage.

The City hereby agrees that it will indemnify, defend, and hold harmless the District and its officers, directors, employees, successors and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path or the acts or omissions of City accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District. The City acknowledges and agrees that its indemnification will apply irrespective of whether the City assigns its rights, title and interest to the Easements.

District hereby agrees that it will indemnify, defend, and hold harmless the City, its respective officers, Councilmembers, employees, successors, and assigns, and each of them, from and against any liability or any claim arising out of or relating to the Bike Path, the Easements, or the acts or omissions of the District accruing after the date hereof except to the extent such liability or claim arises out of or is related to acts or omissions of the District.

Any written notice concerning this Agreement by either party to the other shall be deemed given one of three ways: (1) upon delivery if delivered personally to the party to be notified, (2) upon delivery if sent by an overnight carrier sent to the party at the address set forth opposite the party's signature below, or (3) three (3) days following deposit in the United States mail, postage prepaid and addressed to the party at the address set forth opposite the party's signature below.

This Assignment shall be governed by and construed in accordance with the laws of the State of California.

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

The prevailing party in any litigation relating to this Assignment shall be entitled to recover from the non-prevailing party all of its reasonably-incurred litigation expenses, including the fees and costs of its attorney, its consultants, and its experts, in addition to its costs under Code of Civil Procedure section 1032.

IN WITNESS WHEREOF, the parties have executed this Assignment as of July 15, 2013 which shall be effective on the date of recording.

Address:

City of Tehachapi, California

115 South Robinson Street
Tehachapi, California 93561

Philip A. Smith
Mayor

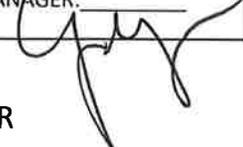
Address:

**Tehachapi-Cummings County
Water District**

P.O. Box 326
Tehachapi, California 93581

Harry M. Cowan
President, Board of Directors



| |
|--|
| APPROVED |
| DEPARTMENT HEAD:  |
| CITY MANAGER:  |

COUNCIL REPORTS

MEETING DATE: July 15, 2013 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: July 10, 2013

SUBJECT: HIGHWAY SAFETY IMPROVEMENT PROGRAM APPLICATION FOR EAST TEHACHAPI TRAFFIC CORRIDOR (INFORMATION ONLY)

BACKGROUND

Following the construction of the Love's Travel Center and the renovation of The Barn Chevron at the Summit (East Tehachapi Boulevard at Highway 58), traffic in this area has steadily increased. In response, the City of Tehachapi met with representatives from the County Roads Department and Caltrans District 9 to discuss potential improvements and to further study the details of the movement of traffic through the area.

Caltrans announced a call for projects for their Highway Safety Improvement Program (HSIP) due July 26, 2013. HSIP is a state administered grant fund (monies contributed from the federal transportation program) specifically designed to fund safety-related improvements. City Staff was told that this funding cycle would contain significant monies and Caltrans District 9 encouraged us to apply for funds.

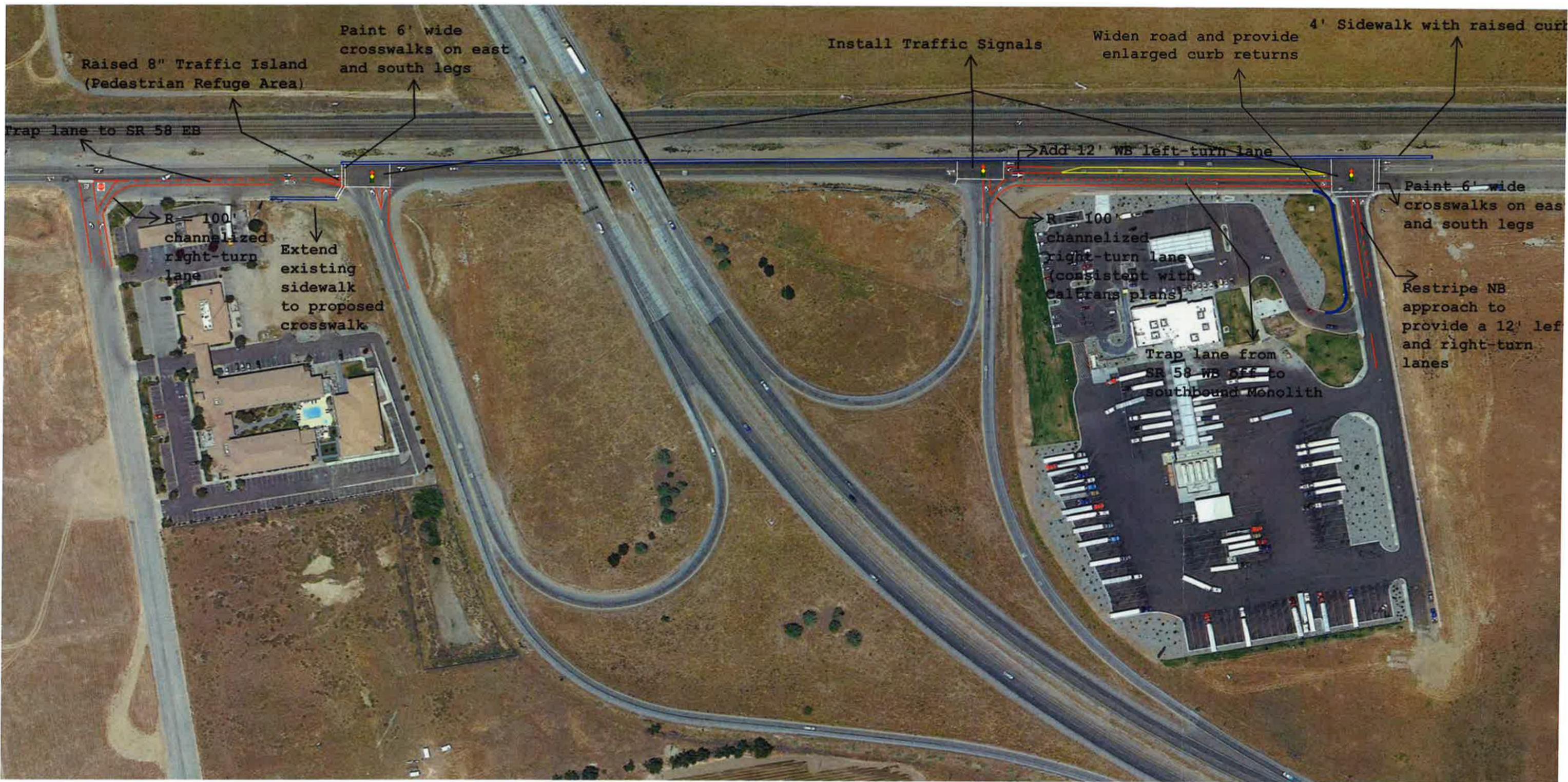
PROJECT DESCRIPTION

Attached, please find a schematic drawing depicting the proposed project. The project specific components were drawn from the East Tehachapi Traffic Study mentioned above. Since the HSIP funds were expected to be robust, we opted to combine the individual components into a corridor plan.

The total estimated project cost is slightly under \$1.4 million dollars. The City share is typically 10% for projects in this Program. Several of these improvements are under the City Traffic Mitigation Fee Program and matching funds could likely be drawn from this source.

The application draft is nearly complete and Staff anticipates submitting the application on schedule by July 26, 2013.

City of Tehachapi
Recommended Improvements
Conceptual Drawing
No Scale





APPROVED
 DEPARTMENT HEAD: _____
 CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JULY 15, 2013 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 10, 2013

SUBJECT: MOUNTAIN MAINTENANCE AMENDMENT

BACKGROUND

In 2007, the City of Tehachapi hired Mountain Maintenance, Inc. to perform janitorial services at certain City facilities. At the recommendation of Staff, a minor increase in rates was approved by the Council in 2009. Since that time, the rates for janitorial services have not changed.

City Staff has requested that Mountain Maintenance also perform janitorial services at additional City facilities, those being the Airport Terminal, the Airport West End Bathroom, and the Wastewater Treatment Plant offices.

At this time Mountain Maintenance has also made a request for an increase in rates for facilities originally included in the agreement. Staff has reviewed this request and feels it is reasonable.

The increase in amounts is as follows:

| Location | Existing Rate | Proposed Rate |
|--|---------------|---------------|
| City Hall | \$60.00 | \$80.00 |
| Police | \$60.00 | \$75.00 |
| Airport Terminal and West End Bathroom | | \$85.00 |
| Wastewater Treatment Plant | | \$85.00 |
| Depot Restrooms | | \$50 |

RECOMMENDATION

APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MOUNTAIN MAINTENANCE, INC. FOR JANITORIAL SERVICES AT CERTAIN CITY FACILITIES

SECOND AMENDED AND RESTATED AGREEMENT

THIS SECOND AMENDED AND RESTATED AGREEMENT made this ____ day of _____ 2013, by and between the CITY OF TEHACHAPI, hereinafter "City", and MOUNTAIN MAINTENANCE GROUP, INC., hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City has an agreement with Contractor for janitorial services which City and Contractor previously amended and restated; and

WHEREAS, City wishes to continue the janitorial services with Contractor for City Hall located at 115 South Robinson Street, Tehachapi, California, the City Police Station located at 129 East F Street, the City Waste Water Treatment Plant located at 750 Enterprise Way, the City Airport Terminal and Restrooms located at 304 North Hayes Street, the Tehachapi Depot Restrooms located at 101 West Tehachapi Blvd and any other City facilities as authorized in writing by the City Manager hereinafter referred to as the "Services" pursuant to the terms of this Second Amended and Restated Agreement.

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. The Services to be performed at each building are as follows: empty trash; vacuum; dust; clean restrooms; clean kitchenette; and mop floors. The Services shall be performed at City Hall, daily, Monday through Thursday, and the Police Station, daily, Monday through Friday; the Waste Water Treatment Plant one day per week; the Airport Terminal & Restrooms one day per week; and the Depot Restrooms, daily, Thursday through Monday.
3. Contractor agrees to complete the Services for a total price of \$1115.00 per week. The weekly fee is based on a charge of \$80.00 for each daily visit to the City Hall, \$75 for each daily visit to the Police Station, \$85 for each daily visit to the Waste Water Treatment Plant, \$85 for each daily visit to the Airport Terminal and Restrooms, and \$50 for each daily visit to the Depot Restrooms. Subject to the following, Contractor shall be paid by City in the amount and upon receipt of an invoice submitted every other week. Prior to payment of any compensation to Contractor, Contractor shall first provide City with a written invoice setting forth the services performed during the period described in the invoice and the amounts due and owing. Same shall first be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, same shall be submitted to the Council at the next regularly scheduled meeting for which

the matter can be presented for consideration. Thereafter, upon approval by the City Council, the invoice shall be paid in the amount approved by the City Council within a reasonable time thereafter.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Project at Contractor's sole cost and expense. The Contractor will not supply paper towels, toilet tissue, trashcan liners, and soap for hand washing. Contractor shall order and maintain all supplies.

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 bond in an amount acceptable to City' and (iii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage. 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, either party, in its sole and absolute discretion, may terminate this Agreement at any time upon 30 days written notice to the other party. In the event of any termination, 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 –

Pamela Brailey, Mountain Maintenance Group, Inc., 785 East Tucker Road, Suite G, PMB 346, Tehachapi, California 93561, Telephone – (661) 823-0230. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

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

14. The Contractor shall be under sole direction of the City Manager and/or his appointee. The quality and level of performance will be graded by same.

15. This Agreement may be amended only by a written executed by all parties.

16. 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.

17. 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 amended and restated Agreement on the date first hereinabove written.

PHILIP SMITH, Mayor of the City of Tehachapi

MOUNTAIN MAINTENANCE GROUP,
INC., a California Corporation, "Contractor"

By: _____
PAMELA BRAILEY, C. E. O.



APPROVED
 DEPARTMENT HEAD: _____
 CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JULY 15, 2013 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 9, 2013

SUBJECT: EMPLOYEES' CONTRIBUTION RATE CHANGE FOR CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BACKGROUND

As Council is aware, in 1994/95, 1999/2000, 2000/01 and 2001/02 the City began gradually paying the employees' portion of retirement contributions to CalPERS. This was provided to employees during these years in exchange for not receiving an annual cost of living increase. At that time, there were no safety category employees and there were far fewer employees. The gradual increases in the City's contribution toward the employee's portion of retirement contributions for the miscellaneous category are shown below:

| Fiscal Year | Amount or % Paid by the City | Annual Increase | Resolution |
|-------------|------------------------------|-------------------------|------------|
| 1994/1995 | \$70 | \$70 | 30-94 |
| 1999/2000 | 1.7% | 1.7% of Wage minus \$70 | 11-99 |
| 2000/2001 | 4.0% | 2.3% | 23-99 |
| 2001/2002 | 7.0% | 3.0% | 23-99 |

From July 11, 2012, employees began paying a portion of the member contributions. Employees will gradually increase their contribution amount until the full employee's share of contributions is being paid as shown below:

| Fiscal Year | Miscellaneous | | Police | |
|-------------|--------------------|------------------|--------------------|------------------|
| | Contribution Rates | Additional Rates | Contribution Rates | Additional Rates |
| 2012/13 | 2.0% | 2.0% | 2.5% | 2.5% |
| 2013/14 | 3.5% | 1.5% | 4.0% | 1.5% |
| 2014/15 | 5.0% | 1.5% | 5.5% | 1.5% |
| 2015/16 | 6.0% | 1.0% | 7.0% | 1.5% |
| 2016/17 | 7.0% | 1.0% | 9.0% | 2.0% |

As shown in the table, miscellaneous and police safety category employees will pay 3.5% and 4.0% PERS member contribution rate in fiscal year 2013/14 respectively (effective 7/11/13). However, any new employee, hired after 11/25/12 will pay full member contribution rates, 7% for miscellaneous category and 9% for the police safety category.

OPTIONS

1. Approve staff's recommendation.
2. Modify staff's recommendation.
3. Keep the current contribution arrangement in place.

RECOMMENDATION

ADOPT RESOLUTIONS LOWERING THE EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND PUBLIC SAFETY EMPLOYEE

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF TEHACHAPI AUTHORIZING
EMPLOYER PAID MEMBER CONTRIBUTIONS
FOR EMPLOYEES OF THE MISCELLANEOUS
PLAN**

WHEREAS, the governing body of the City of Tehachapi has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Tehachapi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Tehachapi of a Resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Tehachapi has identified the following conditions for the purpose of its election to pay EPMC:

- (a) This benefit shall apply to all employees of the Miscellaneous Plan.
- (b) This benefit shall consist of paying three and one half percent (3.5%) of the normal member contributions as EPMC.
- (c) The effective date of this Resolution shall be July 11, 2013.

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

1. That the foregoing recitals are true and correct.
2. That the City Council hereby elects to pay the Employer Paid Member Contributions as set forth above.

PASSED AND ADOPTED on the 15th day of July, 2013 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

PHIL SMITH, Mayor, City of
Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on July 15, 2013.

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI AUTHORIZING
EMPLOYER PAID MEMBER CONTRIBUTIONS
FOR SAFETY EMPLOYEES**

WHEREAS, the governing body of the City of Tehachapi has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Tehachapi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Tehachapi of a Resolution to commence said Employer Paid Member Contributions (EPMC): and

WHEREAS, the governing body of the City of Tehachapi has identified the following conditions for the purpose of its election to pay EPMC:

- (a) This benefit shall apply to all employees of Safety Police Plan.
- (b) This benefit shall consist of paying 5.0% of the normal member contributions as EPMC.
- (c) The effective date of this Resolution shall be July 11, 2013.

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

1. That the foregoing recitals are true and correct.
2. That the City Council hereby elects to pay the Employer Paid Member Contributions as set forth above.

PASSED AND ADOPTED on the 15th day of July, 2013 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

PHIL SMITH, Mayor, City of
Tehachapi, California

ATTEST:

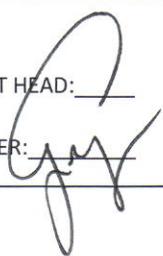
DENISE JONES, CMC, City Clerk,
City of Tehachapi, California

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

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



| |
|------------------------|
| APPROVED |
| DEPARTMENT HEAD: _____ |
| CITY MANAGER: _____ |



COUNCIL REPORTS

MEETING DATE: July 15, 2013

AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 9, 2013

SUBJECT: PROPOSED SALE OF 108 PINON ST AND ADJACENT LOT

BACKGROUND

As the Council is aware, the City owns a small house located at 108 Pinon St and the adjacent lot west of the house. Prior to 2007, this house served as the site of the Tehachapi Fire Department and since the dissolution of the Department in July 2007, the facility has served as a temporary storage location for City records and a meeting location for the Volunteers in Policing. However, its location, floor plan and limited security make it impractical for use as a permanent records center.

With the construction of the new Tehachapi Police Headquarters kicking off, staff members have begun discussions about potential uses of the existing PD facility located at 129 E. F Street. As the building is adjacent to the existing City Hall, it is a reasonable location for future office expansion of City Hall. It would also serve as an appropriate records center location.

In order to make modifications to 129 E. F Street, Staff suggests selling the house at 108 Pinon St and the adjacent lot, and using the proceeds from the sale for the project funding. A map and photo of the properties are attached to this report.

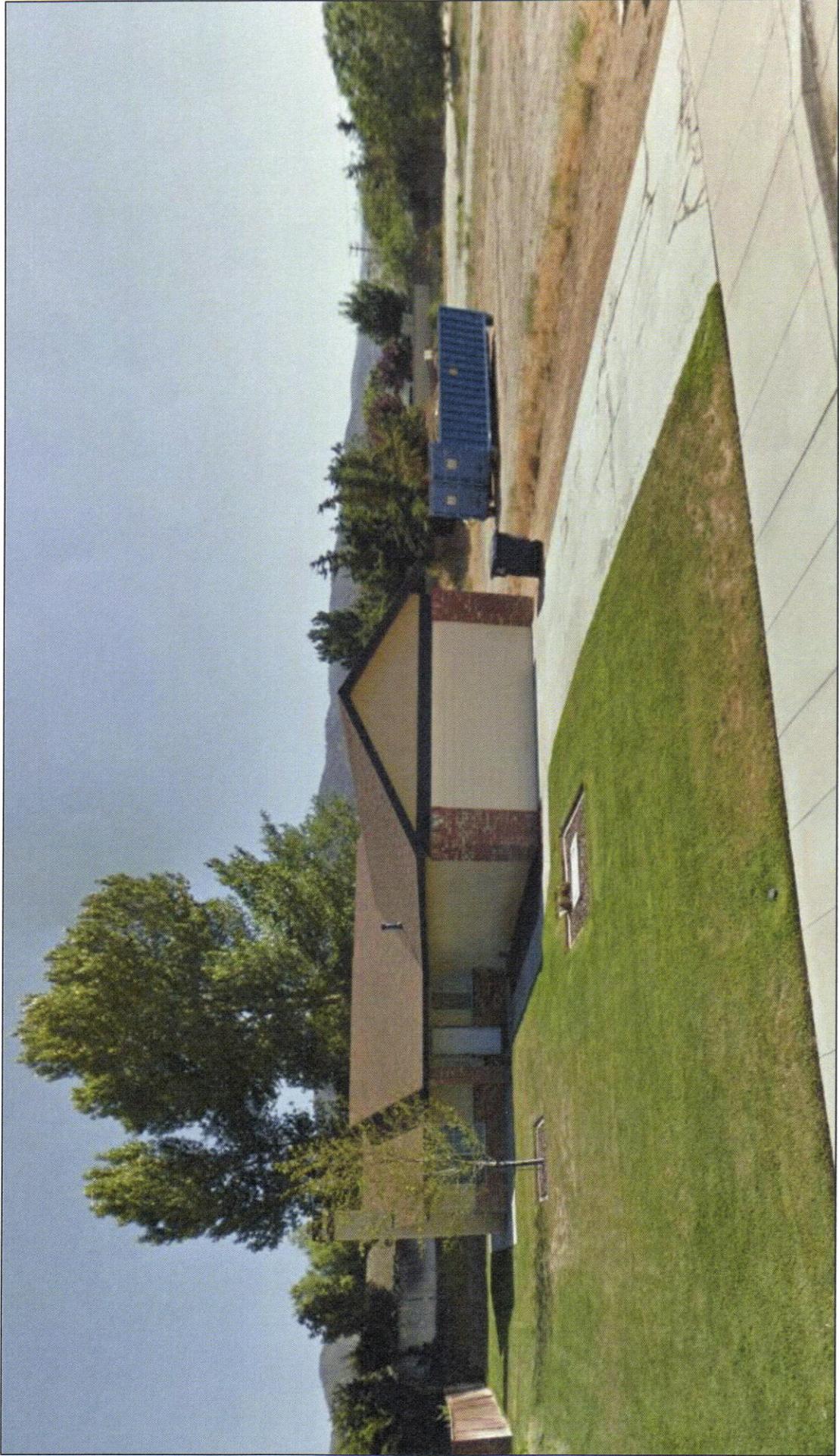
Should the Council wish to move forward in this manner, design plans for the 129 E. F Street facility would be created and brought back to the Council for comment and approval prior to construction. In order to place the property for sale, the City Council must first approve Staff's decision to proceed with a sale and direct staff to take the matter to the Planning Commission for a report that disposition of the property would be consistent with the City's General Plan.

Staff is also of the opinion that an appraisal of the property should be conducted so that an appropriate sale price can be set, and requests that the council authorize the City Manager to identify and hire an appraiser to complete this work.

Lastly, Staff requests that the City Manager be authorized to hire a real estate broker for a commission not to exceed 6%, subject to an affirmative decision of the planning commission, and to authorize the mayor to sign a brokerage agreement to be first approved by the City Attorney.

RECOMMENDATION

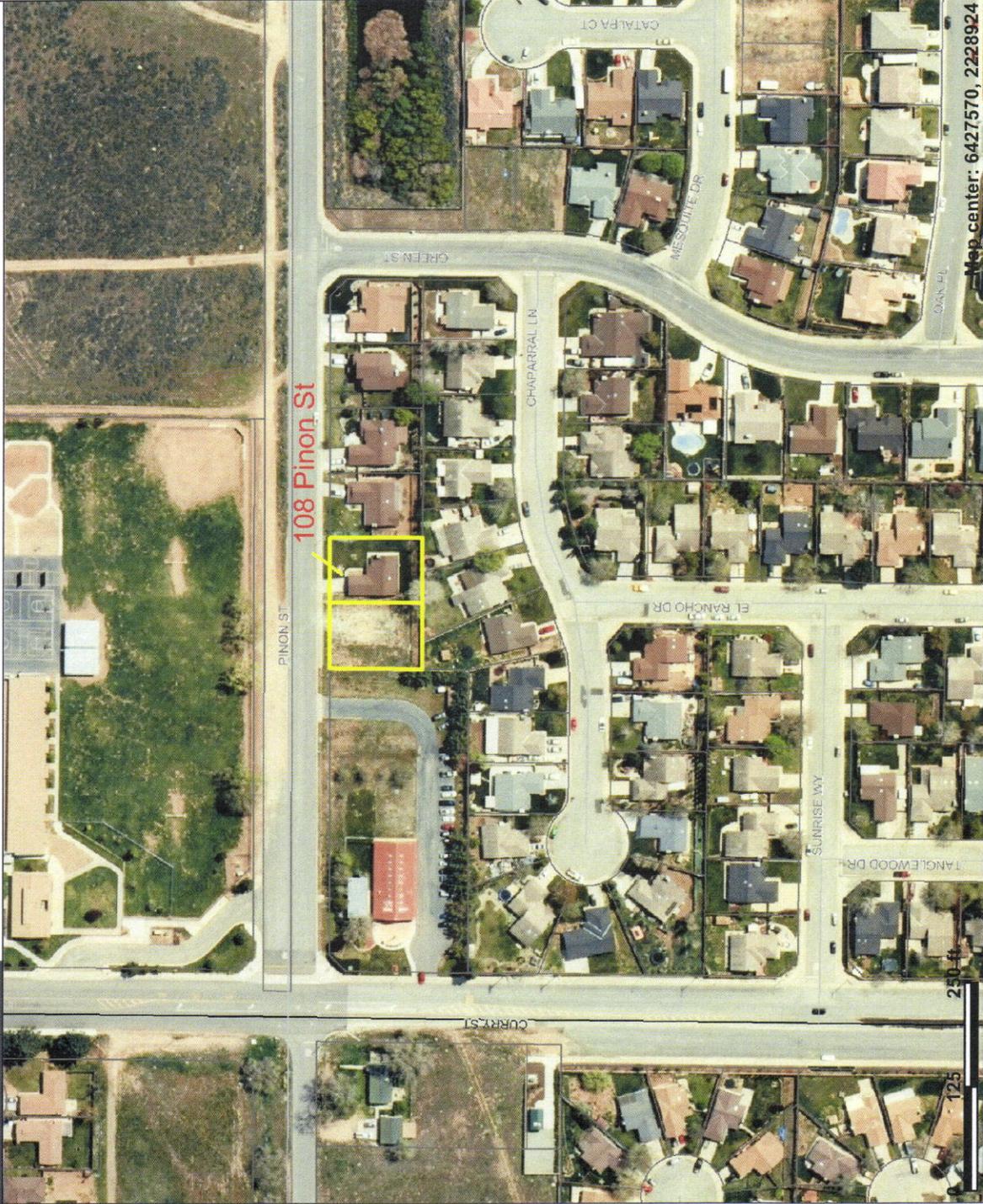
APPROVE THE SALE OF CITY PROPERTY LOCATED AT 108 PINON STREET AND THE ADJACENT LOT (APN#'S 417-141-02 AND 417-141-01 RESPECTIVELY); DIRECT STAFF TO PRESENT THE MATTER TO THE PLANNING COMMISSION FOR CONSISTENCY WITH THE GENERAL PLAN; AUTHORIZE THE CITY MANAGER TO IDENTIFY AND HIRE AN APPRAISER; AUTHORIZE THE CITY MANAGER TO IDENTIFY AND HIRE A REAL ESTATE BROKER; AND AUTHORIZE THE MAYOR TO SIGN A BROKERAGE AGREEMENT WITH SAID BROKER, FOR A COMMISSION NOT TO EXCEED 6%, UPON APPROVAL OF THE AGREEMENT BY THE CITY ATTORNEY



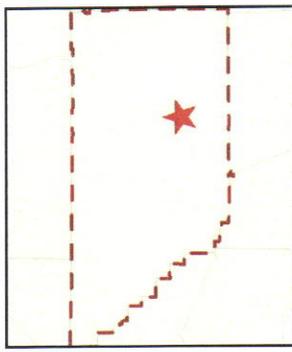
108 Pinon Street

108 Pinon

Kern County
Online Mapping System



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



Legend

- Roads**
 - Arterial
 - Collector
 - Highway
 - Local
 - Ramp
 - Unpaved
- County of Kern
- Assessment Parcels

Scale: 1:2,186

