

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, August 05, 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.

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MONDAY, AUGUST 05, 2013 - 6:00 P.M. - PG. 2

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 32-13
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. 50th Annual Tehachapi Mountain Festival & Car Show Special Event Application - **APPROVE THE TEHACHAPI MOUNTAIN FESTIVAL AND CAR SHOW SPECIAL EVENT APPLICATIONS SUBJECT TO CITY CONDITIONS**
- *4. 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

- *5. Disbursements, bills, and claims for July 16, 2013 through July 31, 2013 – **AUTHORIZE PAYMENTS**

UTILITY MANAGER REPORTS

6. Introduction of ordinance amending Ordinance No. 636 to provide for responsibility for maintenance and repair of sewer laterals – **INTRODUCTION ONLY**

POLICE DEPARTMENT REPORTS

7. Mutual aid agreement between the California Department of Corrections (CDCR) and the City of Tehachapi – **AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE CDCR MUTUAL AID AGREEMENT, SUBJECT TO CITY MANAGER AND CITY ATTORNEY APPROVAL**
8. Introduction of ordinance establishing restrictions on sleeping in vehicles in designated locations – **INTRODUCTION ONLY**

CITY ATTORNEY REPORTS

- *9. The City Attorney requests approval to attend the City Attorneys' portion of the annual League of California Cities meeting to be held on September 18-20, 2013. The total registration fee is \$475.00 and the hotel room for two nights is approximately \$318.00. The City Attorney allocates these costs among his three (3) cities so the City's share would be \$264.00 – **AUTHORIZE THE CITY ATTORNEY TO ATTEND ANNUAL MEETING OF THE LEAGUE OF CALIFORNIA CITIES FOR A TOTAL COST OF \$264.00**

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MONDAY, AUGUST 05, 2013 - 6:00 P.M. - PG. 3**

CITY MANAGER REPORTS

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Conference with legal counsel regarding Tehachapi First v. City of Tehachapi per Government Code Section 54956.9(a).
2. Conference with legal counsel regarding application for leave to present late claim by Heath Christopher Crowder et al. per Government Code Section 54956.9(b).
3. Conference with legal counsel regarding claim filed by Bryan Bailey per Government Code Section 54956.9(b).
4. Conference with legal counsel regarding possible legal action by Rick Disney and Peter Graff per Government Code Section 54956.9(b).
5. Public Employment: Evaluation of City Manager per Government Code Section 54957.

ADJOURNMENT



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

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

COUNCIL REPORTS

MEETING DATE: AUGUST 5, 2013 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 31, 2013

SUBJECT: 50TH ANNUAL TEHACHAPI MOUNTAIN FESTIVAL & CAR SHOW

APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

EVENT DESCRIPTION

The 49th Annual Mountain Festival & Car Show will be held from 8/16/2012 – 8/18/2012. This festival will encompass many events with various street closures throughout downtown. This event is open to the public.

APPLICANT REQUESTS

- Closure of Mojave Street from Pepper Drive to E Street 8/16/13 – 8/18/13
- Closure of E Street from Mojave Street to South Robinson Street 8/16/13 – 8/18/13
- Closure of F Street from Kmart to Snyder Street 8/17/13
- Closure of F Street from Curry Street to South Robinson Street 8/18/13
- Closure of South Green Street from Tehachapi Blvd. to D Street 8/18/13

STAFF CONDITIONS

- Administration: 1) Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.
- 2) Car Show – All display vehicles must enter via Tehachapi Blvd. The applicant must provide signage or traffic control to route the vehicles accordingly.
- Police Department: 1) The applicant must provide I.D.'s for all carnival and Kiddie Amusement employees.
- Building Inspector: (see attached)

RECOMMENDATION

APPROVE THE 50TH ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION, ASSOCIATED STREET CLOSURES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE, SUBJECT TO CITY CONDITIONS.

**Conditions of Approval for Proposed
Open-Air Special Events**

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

**JH Hasselbrink
Chief Building Inspector
City of Tehachapi**

**Kern County Fire Marshall
661-391-7000**

AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2013, by and between the CITY OF TEHACHAPI, hereinafter referred to as "City," and the GREATER TEHACHAPI CHAMBER OF COMMERCE, hereinafter referred to as "Licensee,"

W I T N E S S E T H:

WHEREAS, Licensee wishes to use City facilities (the "Facilities") to conduct the annual Tehachapi Mountain Festival; and

WHEREAS, City is agreeable to granting Licensee a license to used the Facilities to conduct the Tehachapi Mountain Festival under the following terms and conditions.

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

1. **LICENSE**. City hereby grants to Licensee a revocable license and right to enter upon and have use of the Facilities as more particularly described in the attached Exhibit "A", which is made a part hereof by this reference, for the purpose of conducting the Tehachapi Mountain Festival.

2. **TERM**. The term of this license shall be from August 13, 2013 to August 18, 2013. The hours of use shall be from 7:00 a.m. to 11:00 p.m. each day.

3. **FEE**. No fee shall be charged by City to Licensee.

4. **INSURANCE**.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence with the following coverages and extensions of coverage:

(1) Bodily injury, including death resulting therefrom, and property damage liability;

(2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Facilities but arising out of the activities conducted under this agreement.

(4) Non-owned automobile liability for on-premises and off-premises activity;

(5) Coverage for all loading or unloading of vehicles on-premises and off-premises to the extent that said off-premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify City as set forth in Article 5 herein;

(8) For the year 2013, Licensee shall not be required to provide products liability for all products distributed whether by sale or otherwise by all individuals, organizations, or other legal entities at the festival;

(9) Liquor legal liability and host liquor liability;

(10) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the City and all of its agents, officers, Councilmembers, commissioners, employees, and representatives as additional insureds.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by City.

(D) Said insurance shall be primary coverage insurance and no insurance of City shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to City.

(F) Licensee shall provide City on or before August 1, 2013 with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of the Article

4. Licensee shall further provide City on or before August 1, 2013 with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the Mt. Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide City with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming City, its Councilmembers, commissioners, officers, employees and agents as additional insured and agreeing to notify City at least thirty (30) days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by City. City also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to City's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Facilities.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Facilities. The City Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

5. **INDEMNIFICATION**. Licensee shall indemnify, defend, and hold harmless the City, its officers, Councilmembers, commissioners, agents, and employees, 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 Licensee or its agents, employees, volunteers, or contractors.

6. **OBLIGATIONS OF LICENSEE.** In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Facilities and the areas immediately adjacent to the Facilities throughout the term of this Agreement and to the satisfaction of the City Manager. Said security personnel shall be adequate to police the activities of all participants in and visitors to Licensee's activities at the Facilities and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the City Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Insure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Facilities be provided and maintained at all times during the term of this agreement and set aside, identify by appropriate signage, and keep clear for use a passenger loading area at Facilities equal in length to two regulation automobile parking spaces to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Facilities impacted by its activities under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

7. **NO WARRANTIES.** City makes no warranty or representations as to the condition of the Facilities or its use for Licensee's purposes. City shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in Licensee's activities.

8. **ADVERTISING CONTENT AND PROMOTION.** Licensee shall be solely responsible for promoting and advertising its events. Licensee shall not refer to City, its officers, Councilmembers, commissioners, employees or agents in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. **INCOME.** Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. **CLEAN UP AND DAMAGES.** If, in the sole opinion of City, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, City may, at its sole option, perform such clean up and repairs for the account of Licensee.

Clean up of the Facilities shall be the responsibility of Licensee and shall be completed not later than 1:00 p.m. on Monday, August 19, 2013. Licensee shall cause to be repaired at its own expense any and all damage to the Facilities which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than August 30, 2013, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, City, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, City may, at its sole option, charge Licensee the amount of said clean up and repairs.

11. **SAFETY.** Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Facilities during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Facilities and barred from reentry. It shall be the duty of Licensee to insure that safety will

be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the City Manager or, in the City Manager's absence, the highest official representative of City at the Facilities is of the opinion that Licensee is not fulfilling its requirement hereunder, the City Manager or other City personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Facilities.

12. **NON-DISCRIMINATION.** Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Facilities including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. **CITY RULES.** Licensee shall obey all rules and regulations promulgated by City and as amended from time to time. Said rules and regulations are on file with the City Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any oral directives of the City Manager or his designated representative during the term of the Agreement.

14. **ORDERLY USE.** Licensee's use of the Facilities shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. **TERMINATION.** This license may be terminated by City or the City Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by City Manager in his sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by City Manager in his sole discretion;

(C) The failure of Licensee to expel or otherwise restrict from the Facilities any person or persons acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the expressed written consent of City.

In the event City Manager terminates this Agreement, neither City, its agents, officers, Councilmembers, commissioners, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify City against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. **NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING.** Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Facilities for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Facilities. City reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of City.

17. **WAIVER.** The failure of City to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by City of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. **AMENDMENTS.** No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. **CITY-LICENSEE RELATIONSHIP.** Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between City and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of City. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. **NOTICES.** All notices herein provided to be given by either party to the other shall be deemed to have been served when personally delivered or when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, or sent by confirmed facsimile transmission ("fax") or by electronic mail ("email") addressed as follows: to City: City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2249, Email -

ggarrett@tehachapicityhall.com; and to Licensee: President, Greater Tehachapi Chamber of Commerce, P.O. Box 401, Tehachapi, California 93581, Fax – (661) 822-9036, Email – idaperkins@tehachapi.com.

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. **SURRENDER**. Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Facilities in as good a condition as prior to Licensee's use, ordinary wear and tear excepted.

22. **ARTICLE HEADINGS**. The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. **TIME OF ESSENCE**. Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. **ORGANIZATIONAL AUTHORITY**. Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to City by August 1, 2011, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with City.

25. **CUMULATIVE REMEDIES**. The remedies given to City in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. **GOVERNING LAW**. This Agreement shall be governed by and be subject to and construed according to the laws of the State of California.

27. **INVALIDITY**. If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. **ATTORNEY FEES**. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in

relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. **SIGNS.** Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the premises without the prior written consent of the City Manager.

30. **ENTIRE AGREEMENT.** This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. **INTERPRETATION.** The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. **NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES.** No member, official, employee, or Councilmember of City shall be personally liable to Licensee in the event of any default by City in the performance of any obligation of City under the terms of this Agreement.

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

Phil Smith, Mayor, City of Tehachapi,
California, City

GREATER TEHACHAPI CHAMBER OF
COMMERCE, Licensee

By: Claudia White
Claudia White, Chairperson
Board of Directors

By: Ida Perkins
Ida Perkins, President - Secretary

EXHIBIT "A"

[Description of City Facilities]

See attached

50th Annual TEHACHAPI MOUNTAIN FESTIVAL®
AUGUST 12-19, 2013
"Comin Round the Mountain, 50 Years and Countin"

This proposal will outline the Chamber of Commerce's requests for use of City facilities, for the 2013 Tehachapi Mountain Festival® and PRCA Rodeo. It will also outline by date the scheduled activities during the Mountain Festival week.

Tehachapi Valley Park and Recreation district has been contacted and all fees and agreements have been applied for and paid, regarding the use of Central Park.

Carl Gehricke is our Mountain Festival Chairman. (#2)

Claudia White is Chairperson of the Board for the Chamber of Commerce. (#2)

Prior to the actual week of the Tehachapi Mountain Festival® there is a great deal of preparation. Many activities take place during Mountain Festival week. Although the Mountain Festival Committee includes all activities in their itinerary, not all activities are Chamber sponsored or included under the Chamber's insurance policy. A copy of the **General Liability, Liquor Liability (#3)** policy will be provided no later than July 15, 2013. The City attorney will approve all vendors required to submit insurance policies. (#4)

Contact: Ida Perkins. (#2)

The following details for the Mountain Festival are outlined by the date each event occurs.

MONDAY-TUESDAY, AUGUST 12-19 Carnival-G & S Shows (#10) will be setting up on the property owned by Jorgensen Financial at the corner of D & Robinson Streets across from Wells School Playground. They will take approximately three days to set up and two days to tear down. They will be open on Friday, August 16, from 6:00 pm to 11:00 pm, Saturday, August 17, from 12:00 pm to 11:00 pm and Sunday, August 18, from 12:00 pm to 8:00 pm. The City attorney, prior to the event, will approve insurance for the event. The county fire department will be notified for inspections needed

Contact: Carl Gehricke/Ida Perkins (#2)

The Moose Lodge & Warrior Boosters, will be selling **Good Time Badges (#8)** throughout the Tehachapi area. A schedule of their appearances will be submitted to the City. Arrangements will be made through Ashlee Whitmore for when the Good Time Bandits will visit City Hall. (#8) The Moose Lodge is insured through their national organization for their fund-raisers.

Contact: Lee Fields. (#2)

The PRCA Rodeo is a separate non-profit organization. They are providing information to the City on their own behalf. The Rodeo is part of Mountain Festival, but is **NOT** a Chamber-sponsored function and is **NOT** covered under the Chamber's insurance.

Contact and Chairman is Dal Bunn . (#2)

THURSDAY, AUGUST 15 Tehachapi Mountain Festival® week begins with the **Pet Parade (#7)** sponsored by the Tehachapi Mountain Dog Fanciers. Line up is at 5:30 p.m. and parade is scheduled for 6:00 p.m. at Read Park. There are approximately 50 participants with their pets. They will be submitting their insurance policy to Tehachapi Valley Recreation and Parks District

Contact: Teri Kahn (#2)

FRIDAY, AUGUST 17 **Directional Signs (#9)** will be posted throughout the downtown area indicating directions to the park, carnival, rodeo grounds, Car Show , etc. A map showing sign locations is attached. (#9) This is covered under the Chamber Insurance.

Contact: Carl Gehricke (#2)

FRIDAY, AUGUST 16 Setup will begin at **Central Park** Friday morning. Approximately sixteen **Food Vendors**, ten **Miscellaneous booths** and twenty six **Commercial Vendors** will be setting up in designated places in the park. See **Map (#14)**, Food vendors are local non-profit organizations and commercial vendors. **After 3:00 p.m.**, approximately 70 **Craft Vendors** will be setting up in the street in designated booth spaces in groups of four on "E" Street and Mojave. (**#14**) There will be a 20' clearance from the booths to edge of the curb on the North side of E Street and the East side of Mojave Street, allowing sufficient access for emergency vehicles. All vendors will provide proof of insurance.

Contact: Ida Perkins (#2)

A list of **health permits** and **resale numbers** for all vendors will be submitted two weeks prior to event, (**#13**) and will be mailed to the appropriate agencies. Maps of vendor locations and the streets needing to be blocked are attached. (**#14**)

FRIDAY, AUGUST 16 **Carnival** opens at 6:00 p.m. to 11:00 p.m. on Jorgensen Property

Security will be on duty in the Park and Carnival grounds from Friday night at 6:00 p.m. to 6:00 p.m. on Sunday. A schedule is attached (**#5**).

Contact: Gary Knight (#2)

Alternate parking for residents surrounding the park has been addressed as indicated in the attached **letter to the residents.** (#12)

Contact: Ida Perkins (#2)

There will be a **Beer Garden** in the Park, as indicated on the map. The Greater Tehachapi Chamber of Commerce sponsors this event. A **Liquor License** will be applied for thirty days prior to event (July 15), and an approved copy will be submitted to the City upon receipt. (#6) All consumption of beer is restricted to the Beer Garden. The hours will be from 10:00 a.m. to 5:00 p.m. on Saturday and Sunday. This is covered under the Chamber Liability and Liquor Liability policies, a copy is attached. (#3)

Contact: Ida Perkins (#2)

SATURDAY, AUGUST 17 At 7:00 a.m. will be the **Royal Ranger Pancake Breakfast** sponsored by the American Legion Post 221 at the Veterans Hall. This is **NOT** a Chamber sponsored event and is covered under the Royal Ranger Insurance.

Contact : Christian Life Assembly 822-3813 (#2)

SATURDAY, AUGUST 17 Mountain Festival Summer Fun Run 6:00 a.m. presented by Tehachapi Valley Recreation & Parks District. This is **NOT** a Chamber sponsored event and is covered under TVRPD insurance.

Contact: TVRPD (#2)

SATURDAY, AUGUST 17 At 10:00 a.m. will be the **Mountain Festival Parade** down "F" Street. Setup will begin at 8:00 a.m. in the Big-K parking lot and the vacant lot next to Big-K. A map showing the parade route is attached (#11) Vendors will be setting up booths in the spots designated by the Parade Chairman to sell soda, candies, etc. This is a Chamber sponsored event. Mountain Festival Volunteers will provide security and crowd Control. The Chamber requests the City to provide barricades and street closure as per map of parade route attached.

Contact: is David Shaw (#2)

SATURDAY, AUGUST 17 Craft, Food, Miscellaneous and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 11:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

Entertainment in the park will be in the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SUNDAY, AUGUST 18 **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 8:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

Entertainment in the park will be in the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SUNDAY, AUGUST 18 The Chamber of Commerce will sponsor the **Thunder on the Mountain Car Show**. Registration will begin at 6:00 am at the corner of Green and "F" Streets. The car show will be from 9:00 am to 3:00 p.m. Entry applications/release forms, layout are attached. The car show is being held downtown at **Green and F Streets and Centennial Park**. Closure of these streets is requested. (#15) Green Street from Tehachapi Blvd to "D" Street and "F" Street from Curry St to Robinson St. Vehicles PL & PD comprehensive and collision coverage will be the responsibility of each participant. This is a Chamber sponsored event and covered under the Chamber liability insurance.

Contact: Ralph Kermode (#2)

SUNDAY, AUGUST 19 at 8:00 a.m. till Dusk. Dusk Eonic Endeavor will be holding a

Miscellaneous Information:

Committee Chairman (#2)

Entertainment Committee is requesting use and setup on **Friday, August 16th** of the **City Stage** for **Entertainment** on Saturday & Sunday.

The Mountain Festival Committee through a licensed bonded security company will provide **security**. (#5)

Medical Facilities Kern County Fire Department will provide a first-aid station during Mountain Festival operating hours.

Sanitary Facilities Adequate sanitary facilities including adequate trash receptacles will be provided during all Chamber-sponsored activities.

Handicap Parking We are requesting that both sides of "E" Street from Robinson to Davis in front of Wells School Auditorium be designated as **Handicap Parking Only**. Six signs, DMV approved, designating Handicap Parking will be mounted on poles or posts early Saturday morning before cars begin to park in this area.

Street Closures We are requesting that "D" Street from Robinson to Park be closed to all through traffic with NO PARKING, with the exception of Food Vendors and Mountain Festival Staff, which will have parking permits in car windows. "E" Street from Robinson to Mojave and Mojave Street "E" to "D". See Map for details. **(#14)** We are requesting use of City barricades for the parade and additional barricades around Central Park. Security will be stationed at all barricade locations to allow vendors or others as necessary, access to the site during the hours of operation. No parking will be allowed except those having an event issued parking pass, event staff and vendors.

Event Map Enclosed is a map of activities surrounding the Central Park. **(#14)**

**RESOLUTIONS OF THE BOARD OF DIRECTORS
OF THE GREATER TEHACHAPI CHAMBER OF COMMERCE**

WHEREAS, there has been presented to this meeting a form of Agreement between The Greater Tehachapi Chamber of Commerce, hereinafter referred to as "GTCC" and the City of Tehachapi, hereinafter referred to as "City" for use of City facilities to conduct the annual Tehachapi Mountain Festival®.

WHEREAS, this Board has reviewed such form of Agreement and such terms and finds that it is in the best interest and to the benefit of the GTCC to enter into and perform such an agreement on such terms;

NOW THEREFORE BE IT RESOLVED, that the President and the Chairman of the Board of Directors of GTCC, and each of them, be and hereby is authorized to execute, in the name and on behalf of GTCC, and deliver a Agreement between GTCC and City, substantially in the form of the Agreement presented to this meeting.

Date: 7/2/13

Directors

Signed: T. Wallace

Print Name: Tammy Wallace

Signed: [Signature]

Print Name: PHILIP H. JOELINK

Signed: [Signature]

Print Name: Carl H. Gehrocke

Signed: [Signature]

Print Name: Kathy Peay

Signed: [Signature]

Print Name: Kathy Carey

Signed: T. Kielinski

Print Name: Tim Kielinski

Signed: [Signature]

Print Name: Claudia White

Signed: _____

Print Name: _____

Signed: _____

Print Name: _____



SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Cell 661-345-8146 Phone Number +1 (661) 822-4180

Address 209 E. Tehachapi Blvd., PO Box 401

City Tehachapi State CA Zip Code 93561

E-mail Address idaperkins@tehachapi.com

Event Name 50th Annual Tehachapi Mountain Festival

Event Location Please See Attached Event Binder - Numerous Locations

Event Date(s) August 16th through August 18th, 2013 Event Time(s) Varies - please see event binder

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

Please See Attached Event Binder

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? To Fund Chamber Programs

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? Will be applied for on July 15, 2013 - copy to City once received

emailed

Event Name 50th Annual Tehachapi Mountain Festival®

Event Date(s) August 16 - August 18, 2013

Please Describe How The Following Will Be Accomplished:

Street Barricades	Please see attached event binder
Traffic Control	Please see attached event binder
Crowd Control	Please see attached event binder
Utility Services: Water, Sewer, Electric	Please see attached event binder
Lights	Please see attached event binder
Dust Control	Please see attached event binder
Site Clean-up & Maintenance	Please see attached event binder
Security	Please see attached event binder
Site Facilities	Please see attached event binder
Health Dept.	Please see attached event binder

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

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

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

Applicant Signature _____

Date June 20, 2013

Office Use Only

<input type="checkbox"/> Insurance Certificate	<input type="checkbox"/> List Of Vendors	<input type="checkbox"/> Meeting
<input type="checkbox"/> Deposit	<input type="checkbox"/> Plot Plan	Date _____
<input checked="" type="checkbox"/> _____	<input type="checkbox"/> A	Time _____
<input type="checkbox"/> _____	<input type="checkbox"/> HD	
<input type="checkbox"/> _____	<input type="checkbox"/> BL	
<input type="checkbox"/> _____	<input type="checkbox"/> _____	

Notes _____

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

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

INDEMNIFICATION

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

Applicant Signature

Date

BARRICADES

BARRICADES

Alameda Street

BARRICADES

TEHACHAPI POLICE DEPARTMENT

31	32	35	36	39	40	43	44	47	48	51	52	55	56	59	60	64	63
29	30	33	34	37	38	41	42	45	46	49	50	53	54	57	58	61	62

D Street

BARRICADES

PORTA POTTIES HAND WASH STATION

- 28 26
- 27 25
- 24 22
- 23 21
- 20 18
- 19 17
- 16 14
- 15 13
- 12 10
- 11 9
- 8 6
- 7 5
- 4 2
- 3 1

PORTA POTTIES HAND WASH STATION

CHAMBER BOOTH

A	K	V
B	L	
C	M	
D	N	
E	O	
F	P	
G	Q	
H	R	
I	S	
J	T	
	U	

ENTERTAINMENT STAGE

Playground

Horseshoe Ring

Beer Garden

CHAMBER STAFF PARKING ONLY

PORTA POTTIES HAND WASH STATION

Wells School

Carnival

PORTA POTTIES HAND WASH STATION

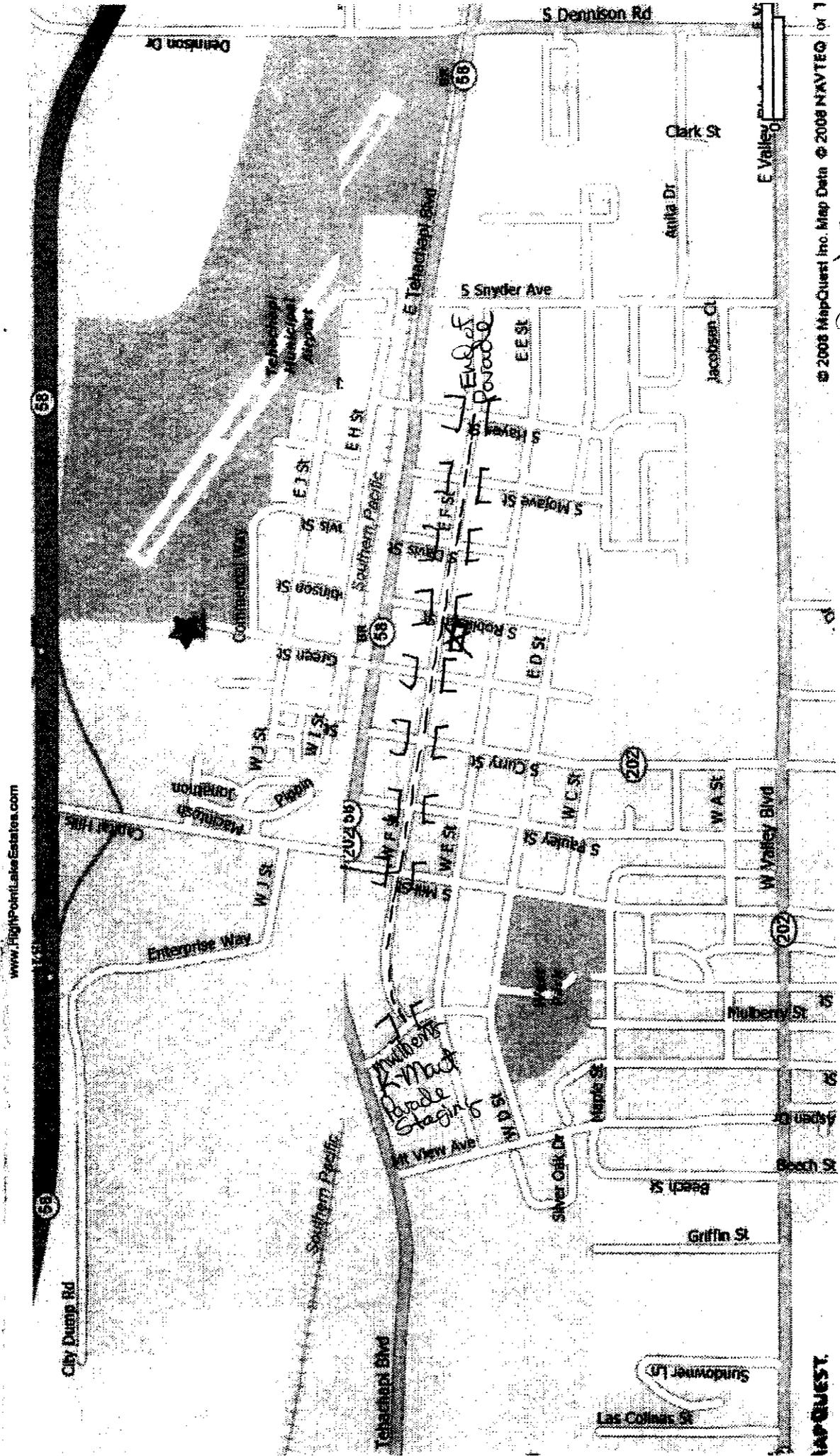
BARRICADES

BARRICADES

HANDICAP PARKING

2013 Mtn Festival Preliminary Map

2013 Mountain Festival Parade Plot P2.m



© 2008 MapQuest Inc. Map Data © 2008 NAVTEQ or 7

--- Parade Route
 □ Businesses for Street Closure
 ⊗ Judge Stand

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SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Cell 661-345-8146 Phone Number +1 (661) 822-4180

Address 209 E Tehachapi Blvd., PO Box 401

City Tehachapi State CA Zip Code 93561

E-mail Address idaperkins@tehachapi.com

Event Name 50th Annual Tehachapi Mountain Festival*

Event Location Use of Centennial Plaza for ~~Mountain Festival Car Show~~

Event Date(s) Sunday, August 18, 2013 Event Time(s) 6:00 a.m. - 4:00 p.m.

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

Request use of Centennial Plaza for Mountain Festival Car Show. Car Show Committee will set up their check in and raffle tables & prizes in the plaza.

All other required information is submitted in the 50th Annual Tehachapi Mountain Festival* Event Binder.

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? Scholarship Program

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

*emailed
6/27/13*

Event Name 50th Annual Tehachapi Mountain Festival® Car Show

Event Date(s) Sunday, August 18, 2013

Please Describe How The Following Will Be Accomplished:

Street Barricades Please See Attached Event Binder

Traffic Control Please See Attached Event Binder

Crowd Control Please See Attached Event Binder

Utility Services: Water, Sewer, Electric Please See Attached Event Binder

Lights Please See Attached Event Binder

Dust Control Please See Attached Event Binder

Site Clean-up & Maintenance Please See Attached Event Binder

Security Please See Attached Event Binder

Site Facilities Please See Attached Event Binder

Health Dept. Please See Attached Event Binder

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

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

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

Applicant Signature _____

Date June 20, 2013

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date _____

Time _____

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

Notes _____

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(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

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

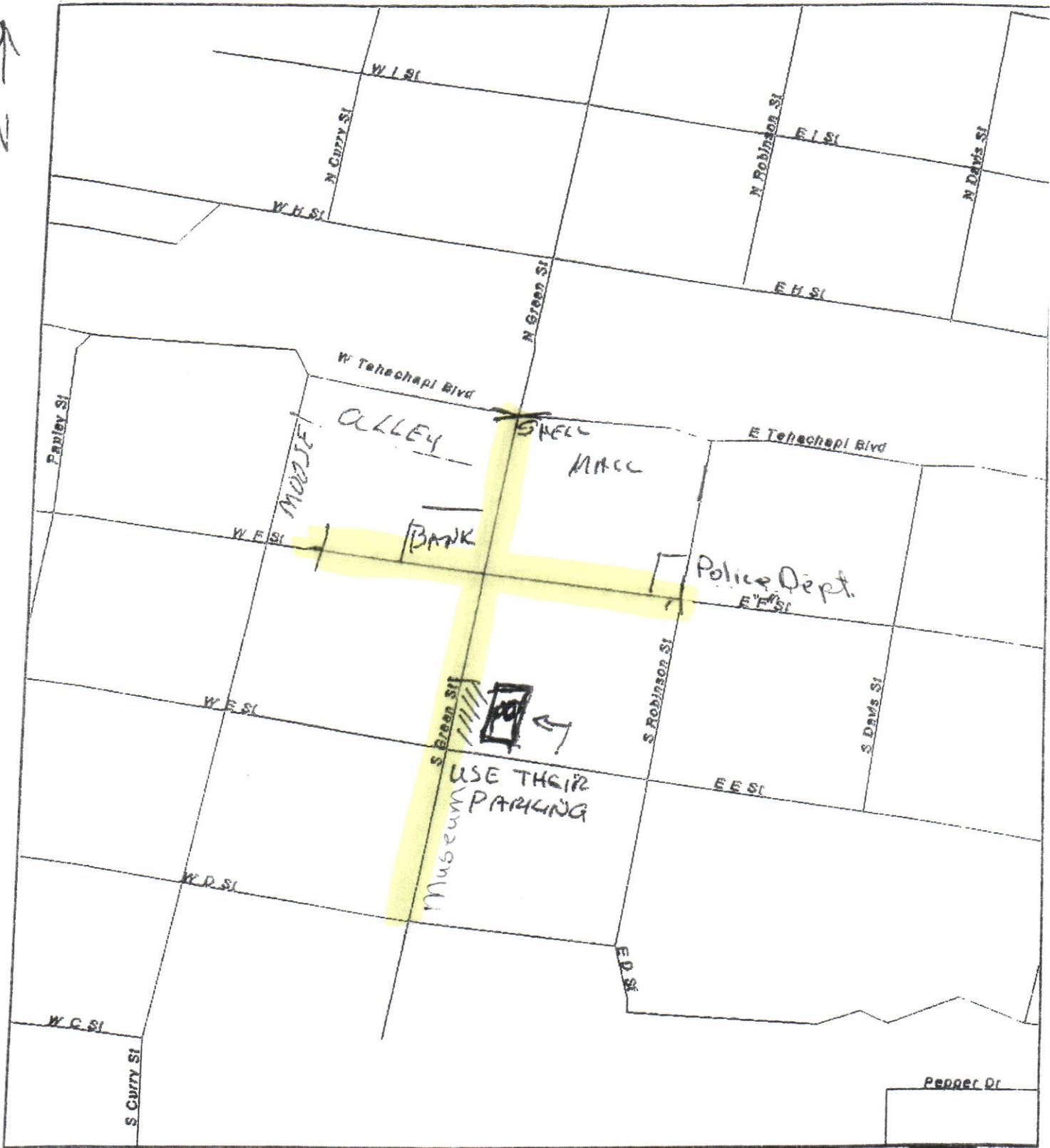
INDEMNIFICATION

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

Applicant Signature

Date

Mtn Festival Car Show Map



0 yds 100 200 300

Microsoft Streets Plus

Map Title 1
Map Title 2



APPROVED
DEPARTMENT HEAD: *AW*
CITY MANAGER: *[Signature]*

COUNCIL REPORTS

MEETING DATE: AUGUST 05, 2013 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: AUGUST 01, 2013

SUBJECT: 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

BACKGROUND

As the Council is aware, the City conducts its Weed Abatement Program each summer in an effort to remove weeds, grasses, rubbish and other materials from properties that constitute a fire hazard or other potential public health issue. This process, outlined in Chapter 8.32 of the Tehachapi Municipal Code, allows the City to abate weeds, grasses and rubbish after June 15 for any properties which have not already been cleared. This abatement is performed by a City contractor and the bill for the work is then eligible to be placed as a tax lien against the property.

Prior to placing a lien on a property for abatement costs, 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 weeds and rubbish.

RECOMMENDATION

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, SUBJECT TO REVISION AND APPROVAL OF THE CITY ATTORNEY

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI CONFIRMING THE APPROVAL BY THE CITY
CLERK OF CERTAIN PROPERTIES IN THE CITY OF
TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND
RUBBISH**

WHEREAS, the properties in the City of Tehachapi described by assessor parcel number in Exhibit A were determined to be in violation of the Tehachapi Municipal Code which prohibits any weeds, grasses, rubbish or other material dangerous or injurious to neighboring property or the health or welfare of residents of the vicinity that may be growing, lying or located thereon; and

WHEREAS, pursuant to Chapter 8.32 of the Tehachapi Municipal Code; the City has abated weeds, grasses, rubbish or other material dangerous or injurious to neighboring property or the health or welfare of residents in the vicinity, from the properties identified in Exhibit A;

WHEREAS, the City Clerk has reviewed materials concerning the properties, the abatements and assessments and has approved the assessments of the parcels;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Tehachapi:

1. That the City caused work to be performed by contractors for the removal of weeds and rubbish and filed with the City Clerk a Report an Assessment List which describes the costs incurred by the City of Tehachapi to abate such weeds and rubbish and which is attached

hereto as Exhibit "A", and made a part hereof by this reference.

2. The costs incurred and described in the Report and Assessment list, attached hereto as Exhibit "A" are hereby confirmed.
3. The cost of the abatement on the properties as described in Exhibit "A" are hereby made a lien and special assessment against said properties and the City is directed to notify the property owner of and record the lien created herein as required under Government Code Section 38773.1 (b)-(c).
4. The assessments enumerated herein are not subject to Proposition 218.
5. That the City Attorney is hereby authorized to commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).
6. That the property owners named in said Exhibit "A" may pay, or cause to be paid, the charges stated therein at the offices of the City of Tehachapi, 115 South Robinson Street, Tehachapi, California at any time prior to the time the lien imposed under Government Code Section 38773.1 and Tehachapi Municipal Code Section 8.32.040 is foreclosed or placed on the property tax rolls for collection as described in paragraph 7 below.
7. At the discretion of the City Attorney, and in the event such charges assessed and confirmed against the property as listed in Exhibit "A" are not paid in full prior to collection or foreclosure, such special

assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the property for collection therein.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this August 5, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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 August 5, 2013.

DENISE JONES, CMC, City Clerk
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

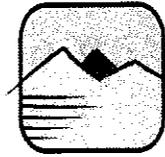
APN	PROPERTY ADDRESS	COST TO DO WORK	ADMIN COST	TOTAL COST
14) 223-510-39	No Situs Available 2012	\$150.00	\$22.50	\$ 172.50
15) 223-510-37	915 Willow Springs Rd. 2012	\$220.00	\$33.00	\$ 253.00
16) 223-510-38	No Situs Available 2012	\$150.00	\$22.50	\$ 172.50
17) 415-020-13	Snyder Ave. 2012	\$325.00	\$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 Check Date

User: delphina
Printed: 7/31/2013 - 10:58 AM



CITY OF
TEHACHAPI
CALIFORNIA

Check Amount

Check No:	0	Check Date:		
Vendor:	0101	Central San Joaquin Valley RMA		
0363 1		Property - Gen Gov		17,395.72
0363 1		Property - Water		856.28
0363 1		Property - Sewer		856.29
0363 1		Property - Airport		1,827.71
0363 1		2012 CJPRMA refund		-475.00
0363 2		Pooled Liab - Gen Gov		18,672.63
0363 2		Pooled Liab - Finance		298.69
0363 2		Pooled Liab - Police		1,488.92
0363 2		Pooled Liab - Treasurer		135.77
0363 2		Pooled Liab - Water		1,015.99
0363 2		Pooled Liab - Sewer		1,016.00
0363 3		Auto Physical Damage		1,525.61
0363 3		Auto Physical Damage		80.94
0363 3		Auto Physical Damage		80.94
0363 3		Auto Physical Damage		172.77
0363 3		Auto Physical Damage		118.74
0363 4		Gen Admin - Gen Gov		9,015.94
0363 4		Gen Admin - Finance		143.60
0363 4		Gen Admin - Police		718.02
0363 4		Gen Admin - Treasurer		65.82
0363 4		Gen Admin - Water		489.45
0363 4		Gen Admin - Sewer		489.45
0363 4		Gen Admin - Airport		1,044.72
0363 5		Employee Assistance Program		1,055.24
0363 5		Employee Assistance Program		51.95
0363 5		Employee Assistance Program		51.94
0363 5		Employee Assistance Program		110.87
0363 6		Employment Practices Liability		21,705.60
0363 6		Employment Practices Liability		1,068.43
0363 6		Employment Practices Liability		1,068.43
0363 6		Employment Practices Liability		2,280.54
0363 7		Low Automotive Physical Damage		200.00
0363 8		Crime Shield Program		772.00
03631		Workers Comp-Gen Gov		3,296.75
03631		Workers Comp-Finance		241.59
03631		Workers Comp - PW		2,959.52
03631		Workers Comp - Landscape		1,067.04
03631		Workers Comp - Construction		2,456.20
03631		Workers Comp - Comm Dev.		2,164.28
03631		Workers Comp - IT		236.56
03631		Workers Comp - Police		20,580.75
03631		Workers Comp - Council		145.97
03631		Workers Comp - City Clerk		65.43
03631		Workers Comp - Treasurer		30.20
03631		Workers Comp - Streets		1,706.25
03631		Workers Comp - Refuse		246.63

03631	Workers Comp - Water Distr.	7,509.53
03631	Workers Comp - WWTP	4,927.50
03631	Workers Comp - Transit	70.47
03631	Workers Comp - Airport	2,627.33
		<hr/>
		135,732.00
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140175849	PW/mat/cov/twl/disp	87.42
140177233	PW/linen maint	92.22
		<hr/>
		179.64
Check No:	0 Check Date:	
Vendor:	0322 Old Town Postal & Blueprint Service	
8970-15 1	GG/scan to file	59.52
8970-15 2	CD/scan to file	20.00
		<hr/>
		79.52
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0263329	PWfuel	1,958.33
0263407	PWfuel	709.05
		<hr/>
		2,667.38
Check No:	0 Check Date:	
Vendor:	0373 Thomas F. Schroeter, Attorney @ Law	
072013 1	GG/legal srvc/July 01 through July 28 2013	4,940.00
072013 2	A/legal srvc/July 01 through July 28 2013	26.00
072013 3	Swr/legal srvc/July 01 through July 28 2013	747.50
072013 4	Wtr/legal srvc/July 01 through July 28 2013	312.00
072013 5	PERSM1 Employee Contribution July	-272.66
		<hr/>
		5,752.84
Check No:	0 Check Date:	
Vendor:	0441 Vulcan Materials Company	
70000416	PW/5sk pm ae	678.59
		<hr/>
		678.59
Check No:	0 Check Date:	
Vendor:	0445 Tehachapi Senior Center, Inc.	
070113	Senior Nutrition program July 2013	100.00
		<hr/>
		100.00
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
128068-0	PD/cleaner	8.24
128096-0	Swr/shipping charge	14.36
128110-0	GG/paper	34.39
128195-0	PD/message book/memo book/ppr clip/glue stick	30.94
128202-0	GG/paper/frames/caution wet floor sign/inkcart	259.79
128208-0	GG/pens/folders/notebook	41.12
128227-0	CD/folders	10.74
		<hr/>
		399.58
Check No:	0 Check Date:	
Vendor:	0503 Coastline Equipment	
139153	Wtr/handle/freight	277.22

			Check Amount
			277.22
Check No:	0	Check Date:	
Vendor:	0525	All American Tire & Service Center LLC.	
35679		PW/flat repair	15.00
			15.00
Check No:	0	Check Date:	
Vendor:	0560	Kern Machinery	
101-83382		Swr/jdc v-belt	52.25
			52.25
Check No:	0	Check Date:	
Vendor:	0620	Mountain Gardens Nursery	
47450		Swr/ceanothus concha 15-1 gal	80.63
			80.63
Check No:	0	Check Date:	
Vendor:	0832	ACWA/JPIA	
08-2013 1		Medical	65,611.19
08-2013 2		Dental	7,772.52
08-2013 3		Vision	879.50
08-2013 4		Life/AD&D	1,324.67
			75,587.88
Check No:	0	Check Date:	
Vendor:	0897	Mojave's #1 Service Center	
1199149		PW/battery cable/term/flare lug2/term/bolt grade	102.06
			102.06
Check No:	0	Check Date:	
Vendor:	1055	Mercury Graphics	
4347		GG/door hangers	232.20
4350		GG/note cards	795.50
4354		GG/envelopes	125.78
4354 2		Wtr/door hangers	241.87
			1,395.35
Check No:	0	Check Date:	
Vendor:	1321	Culligan Water Conditioning	
070113		PD/acid rental	29.00
			29.00
Check No:	0	Check Date:	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
071613		Wtr/negative declaration Snyder Well intertie pr	2,151.50
			2,151.50
Check No:	0	Check Date:	
Vendor:	1658	Springbrook Software Inc.	
514		F/final v7 migration contract	18,750.00
			18,750.00
Check No:	0	Check Date:	
Vendor:	1866	Bear Valley CSD	
07-2013		PD/dispatch service July 2013	35,381.95

		35,381.95	
Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
782140		Swr/brake rotor/pads	251.52
782165		PW/tran fluid	15.45
782365		PW/battery cable/batt cable terminal/starter lug/c	328.48
782761		PW/shock/water pump/thermostat/anti freeze	393.46
782821		PW/oil filters/battery cable	56.13
782837		Cnstrct/brake pads/rotor	168.66
782932		PW/fuel filter	58.58
782996		PW/belt/idler pulley/dr blt tensioner assy	137.44
783005		PW/air filters	113.39
783007		PW/reflex truck shock	58.04
783157		PW/radiator	180.59
783537		St/tube	28.60
		1,790.34	

Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
196622		GG/coffee/supplies	122.00
		122.00	

Check No:	0	Check Date:	
Vendor:	2589	Jerome's Tractor Service	
390		PW/move in fee/tractor/labor	255.00
391		PW/move in fee/tractor/labor	255.00
392		PW/move in fee/labor	220.00
393		PW/move in fee/labor	185.00
394		PW/move in fee/labor	220.00
395		PW/move in fee	150.00
396		PW/move in fee	150.00
401		PW/move in fee/labor	325.00
402		PW/move in fee	150.00
403		PW/move in fee	150.00
404		PW/move in fee	150.00
405		PW/move in fee	150.00
406		PW/move in fee	150.00
407		PW/move in fee	150.00
408		PW/move in fee	150.00
409		PW/move in fee	150.00
410		PW/move in fee	150.00
411		PW/move in fee	150.00
412		PW/move in fee	150.00
413		PW/move in fee	150.00
414		PW/move in fee	150.00
415		PW/move in fee	150.00
416		PW/move in fee	150.00
417		PW/move in fee	150.00
418		PW/move in fee	150.00
419		PW/move in fee	150.00
420		PW/move in fee	150.00
421		PW/move in fee	150.00
422		PW/move in fee/tractor	360.00
423		PW/move in fee	150.00
424		PW/move in fee	150.00
425		PW/move in fee	150.00
426		PW/move in fee	150.00

427	PW/move in fee	150.00
428	PW/move in fee	150.00
429	PW/move in fee	150.00
430	PW/move in fee	150.00
431	PW/move in fee/labor	430.00
432	PW/move in fee/tractor/labor	1,550.00
433	PW/move in fee/tractor/labor	990.00
434	PW/move in fee/tractor/labor	990.00
446	PW/move in fee/tractor/labor	150.00
447	PW/move in fee/tractor/labor	465.00

10,895.00

Check No:	0	Check Date:		
Vendor:	2752	Fastenal Company		
2092 1		Wtr/oil lube system 50'		349.37
2092 2		PW/oil lube system 50'		349.37
2092 3		Swr/oil lube system 50'		349.38
2092 4		Cnstre/oil lube system 50'		349.37

1,397.49

Check No:	0	Check Date:		
Vendor:	2776	Consolidated Electrical Dist.		
0351-406326 1		Wtr/nk surface t/c		147.66
0351-406326 2		Swr/nk surface t/c		147.66

295.32

Check No:	0	Check Date:		
Vendor:	2914	CivicPlus		
139514		GG/quarterly fee for hosting & support July-Sep		2,005.20

2,005.20

Check No:	0	Check Date:		
Vendor:	3004	Motor City Auto Center		
642187		PW/switch/labor & parts		323.86

323.86

Check No:	0	Check Date:		
Vendor:	3051	Tehachapi Transmissions, Inc.		
004687		PD/disk brake service		210.45

210.45

Check No:	0	Check Date:		
Vendor:	3104	Hilltop Publishers Home of the Loop The Loop		
13557		GG/b&w ad		340.00
13620		Hotdog Festival/1/4 color ad		360.00

700.00

Check No:	0	Check Date:		
Vendor:	3183	Creative Technical Services		
8286		Depot/fire alarm monitoring/Union Pacific Depo		150.00

150.00

Check No:	0	Check Date:		
Vendor:	3199	Slick Fish Marketing Co.		
1481		GG/fp ad		72.00

72.00

Check No:	0	Check Date:		
Vendor:	3270	EcoTierra Consulting		
006		CD/Walmart Supplemental EIR/consulting		300.00
				<hr/>
				300.00
Check No:	0	Check Date:		
Vendor:	3281	Statewide Safety & Signs, Inc.		
1164		St/12x18 temp no parking paper		510.63
4722		St/flashing amber led/bracket		347.01
				<hr/>
				857.64
Check No:	0	Check Date:		
Vendor:	3383	Lexipol LLC		
9085		PD/training buletins & testing data base		2,000.00
				<hr/>
				2,000.00
Check No:	0	Check Date:		
Vendor:	3437	Tehachapi Lifestyle Magazine		
2136		GG/third page display ad		1,550.00
				<hr/>
				1,550.00
Check No:	0	Check Date:		
Vendor:	3529	Momar Incorporated		
A34801		PW/tiger towels/safe cracker aero		408.11
				<hr/>
				408.11
Check No:	0	Check Date:		
Vendor:	3608	Kingsmen Tractor Services		
0004		PW/mow		2,090.00
0005		PW/mow		160.00
0006		PW/mow		240.00
0007		PW/mow		242.50
0008		PW/mow		390.00
0009		PW/mow		97.50
0010		PW/mow		112.50
0011		PW/mow		145.00
0012		PW/mow		455.00
0013		PW/weedeat		165.00
0014		PW/mow/weedeat		355.00
0015		PW/mow		422.50
0016		PW/mow/weedeat		192.50
0017		PW/mow/weedeat		207.50
0018		PW/mow/weedeat		207.50
0019		PW/mow/weedeat		80.00
0020		PW/weedeat		30.00
				<hr/>
				5,592.50
Check No:	0	Check Date:		
Vendor:	3609	Melina Giroto		
071613		AR/refund/weed abatement fee		1,017.75
				<hr/>
				1,017.75
Check No:	0	Check Date:		
Vendor:	3610	Kern County Chief Law Enforcement Officers'		
131		PD/2013-2014 annual membership dues		100.00
				<hr/>
				100.00

Date Totals: 309,200.05

Report Total: 309,200.05

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 7/31/2013 - 3:06 PM



		Check Amount
Check No:	0 Check Date:	
Vendor:	0015 211 Praxair Distribution Inc.	
46423806	PW/industrial acetylene/ind high press	129.45
		129.45
Check No:	0 Check Date:	
Vendor:	0027 Atco International	
IO378833	Lndscp/pursuit-94	1,067.48
IO378833 UT	Use tax	-74.48
IO378958	Swr/all-pro	158.03
IO378958 UT	Use tax	-11.03
		1,140.00
Check No:	0 Check Date:	
Vendor:	0030 The Bakersfield Californian	
13166111	GG/KBJ 1/2 pg	292.50
		292.50
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories, Inc.	
B148692	Wtr/samples/Curry Resv	15.00
B149256	Wtr/samples/Curry Resv	15.00
B149386	Wtr/samples/Curry Resv/Mojave-Dennison-Pino	120.00
B149448	Wtr/samples/Curry Resv	15.00
B149512	Swr/samples/WWTP Headworks	325.00
B149595	Wtr/samples/Curry Resv/Mullberry/Hickory/Fig	75.00
B149595 2	Wtr/samples	36.00
		601.00
Check No:	0 Check Date:	
Vendor:	0041 Benz Propane Company, Inc.	
238234281	Strts/yard bottles	10.23
		10.23
Check No:	0 Check Date:	
Vendor:	0061 BSK Associates	
0067333	Tract 6216/construction testing	70.00
0067490	CD/construction testing/Four Seasons Mall	496.00
		566.00
Check No:	0 Check Date:	
Vendor:	0155 FedEx	
796108676191	Teh Blvd Rehab/priority overnight	32.86
799880439623	CD/standard overnight	33.22
865946636128	CD/priority overnight	38.20
		104.28

Check No:	0	Check Date:		
Vendor:	0193	Hach Company		
8354044		Swr/conductivity probe w/1m cable/sodium chlo		422.96
				<hr/> 422.96
Check No:	0	Check Date:		
Vendor:	0216	Judicial Data Systems Corporation		
3927		Parking Citation revenue 06-2013		100.00
				<hr/> 100.00
Check No:	0	Check Date:		
Vendor:	0223	Kern County Auditors Office		
063013		Parking Citation Revenue June 2013		22.00
				<hr/> 22.00
Check No:	0	Check Date:		
Vendor:	0241	Kern Bros. Trucking, Inc.		
63576		Swr/k-56		535.07
63577		Wtr/k-57		596.25
63637		Wtr/material		586.69
				<hr/> 1,718.01
Check No:	0	Check Date:		
Vendor:	0260	Liebert Cassidy Whitmore		
164972		GG/legal services-extra/General		532.00
167831		GG/legal services-extra/General		368.00
				<hr/> 900.00
Check No:	0	Check Date:		
Vendor:	0263	Lebeau, Thelen, LLP		
06/30/13 25		GG/legal services-Walmart		12,939.00
06/30/13 55		GG/legal services-extra ordinary/LLC		95.00
06/30/13 6		GG/legal services-extra ordinary/Teh rail improv		779.00
06/30/13 9		GG/legal services-extra ordinary/Broome Family		209.00
				<hr/> 14,022.00
Check No:	0	Check Date:		
Vendor:	0300	Mission Linen & Uniform Service		
140174474		PW/cvr fender auto/mats/twl cntr/disp/hnd clnr		92.22
				<hr/> 92.22
Check No:	0	Check Date:		
Vendor:	0304	Mojave Sanitation		
2186606		Swr/3yd bin county/recycling gee/KC gate fee/8l		129.96
2186968		Swr/storage container/800 Enterprise Way		85.00
2191643 1		PW/rolloff service/KC gate fee/scale over weigh		240.30
2191643 2		Wtr/rolloff service/KC gate fee/scale over weigh		240.30
2191648		PW/rolloff service/KC gate fee/scale over weigh		937.63
				<hr/> 1,633.19
Check No:	0	Check Date:		
Vendor:	0362	RSI Petroleum Products		
0262932		PW/fuel		1,810.34
0262954		PW/fuel		609.82
0263135		PW/fuel		1,032.20
				<hr/> 3,452.36

Check No:	0	Check Date:		
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law		
062013		GG/legal srvc/June 25 through June 30 2013		1,898.00
				<hr/>
				1,898.00
Check No:	0	Check Date:		
Vendor:	0399	Sparkletts		
062013		Swr/bottled water/cooler rental		130.50
				<hr/>
				130.50
Check No:	0	Check Date:		
Vendor:	0426	Tehachapi-Cummings County Water District		
1053310		Utilities/usage/Median		53.39
11150900		Wtr/usage/Benz Sanitation		210.47
13-005		Wtr/IRWM Prop.84 implementation grant applic		7,000.00
20793100		Utilities/usage/Landscaping		911.63
2530600		Wtr/usage/Henway		138.97
38054100		Utilities/usage/Warrior Park		1,709.07
40962400		Wtr/usage/Chemtool		648.85
652807		Wtr/usage/TUSD		18,027.44
				<hr/>
				28,699.82
Check No:	0	Check Date:		
Vendor:	0428	Tehachapi Flower Shop		
06131		GG/green plant/TGarrett		89.17
06132		GG/green plant/On the Blvd. Bistro		51.55
06133		GG/green plant/Fastenal		51.55
				<hr/>
				192.27
Check No:	0	Check Date:		
Vendor:	0431	Tehachapi News		
13163952		GG/weed abatement		80.00
13163952 2		GG/weed abatement		80.00
13204153		CD/notice of public hearing/full		76.25
2538359		GG/finance charge		3.95
				<hr/>
				240.20
Check No:	0	Check Date:		
Vendor:	0441	Vulcan Materials Company		
392036		Wtr/6sk50/50aepm		521.74
405486		Wtr/3/8" fine pg64-10		422.72
405487		Wtr/3/8" fine pg64-10		420.63
409026		Wtr/5sk pm ae		627.91
				<hr/>
				1,993.00
Check No:	0	Check Date:		
Vendor:	0476	WITTS Everything for the Office		
127969-0		A/copies		18.06
128071-0		GG/paper/keyboard		104.67
128133-0		A/file-roll/armchair/meeting table/storage she/ca		5,925.55
618276-0		Cnstc/expo erase markers		5.45
				<hr/>
				6,053.73
Check No:	0	Check Date:		
Vendor:	0478	Zee Medical Service		
624909		PW/first aid supplies		201.03
624912		A/first aid supplies		58.27

			259.30
Check No:	0	Check Date:	
Vendor:	0524	Scotts Auto Body Inc.	
061813		PD/remove all decals/Honda CRV	180.00
			180.00
Check No:	0	Check Date:	
Vendor:	0525	All American Tire & Service Center LLC.	
35590		Swr/flat repair	20.00
			20.00
Check No:	0	Check Date:	
Vendor:	0543	BSE Rents	
560194		Sump/hammer	46.87
560207		Swr/chain saw safety kit/hardhat w/ratch/hir kit l	96.36
560232		Swr/chain saw safety kit	63.43
560384		Sump/honda generator	2,472.45
560520		Lndscp/auger/2" bit	117.24
			2,796.35
Check No:	0	Check Date:	
Vendor:	0560	Kern Machinery	
101-81475		A/repair mower/parts & labor	565.33
101-81625		PW/jdc key	29.47
			594.80
Check No:	0	Check Date:	
Vendor:	0689	Pioneer True Value Home Center	
62695		Wtr/1x5 galv nipple	3.21
			3.21
Check No:	0	Check Date:	
Vendor:	0842	Kern County Roads Department	
0630131		Dial-a-Ride June 2013/Operation Costs	10,847.74
0630132		Dial-a-Ride June 2013/less farebox revenue	-271.94
			10,575.80
Check No:	0	Check Date:	
Vendor:	0979	Elliott Diamond Inc.	
E-25631 1		Strts/asphalt/conc combo w-undercut protection/	414.95
E-25631 2		Wtr/asphalt/conc combo w-undercut protection/t	414.95
E-25631 UT		Use tax	-57.90
			772.00
Check No:	0	Check Date:	
Vendor:	1032	Jack Davenport Sweeping Services, Inc.	
97605		Strts/broom sweeping service June 2013	8,640.00
			8,640.00
Check No:	0	Check Date:	
Vendor:	1075	Prime Signs	
N-3246		Event Center/billboards/installation/design fee	1,935.00
			1,935.00
Check No:	0	Check Date:	
Vendor:	1143	Eppico Industrial Supply	

0000204273	PW/rechargeable led work lights	664.28
		<hr/>
		664.28
Check No:	0 Check Date:	
Vendor:	1199 Dinnerville Trucking Company	
13225	PW/load #1&2/yard	600.00
		<hr/>
		600.00
Check No:	0 Check Date:	
Vendor:	1211 Cal-Valley Equipment	
1248057	PW/curb hose	-75.96
1248058 1	PW/whip hose curb gy	65.44
1248058 2	Lndscp/tool set 148 pc	86.26
		<hr/>
		75.74
Check No:	0 Check Date:	
Vendor:	1285 CA Dept of Corrections and Rehabilitation	
1800185782 3	Street Cleaning/Maint-CCI	31.99
1800199323 1	Strts/Maint-CCI	1,262.30
1800199323 2	Lndscp/CCI work crewI	3,366.14
1800199323 3	Wtr/CCI dedicated work crew	841.54
1800199323 4	Swr/CCI work crew	1,683.07
1800199323 5	Lndscp/Heritage Oaks	841.54
1800199323 6	Lndscp/Alta Homes	420.77
		<hr/>
		8,447.35
Check No:	0 Check Date:	
Vendor:	1286 M&M's Sports Uniforms & Embroidery	
28692	Public Benches/standard cast plaque/mountings	233.60
28699	PD/name tag/artwork/sew patches & remove/tail	24.03
28707	GG/4 shirts ladies 3/4 sleeve blouse/artwork	154.71
28712	GG/150 grocery tote bags/screen print logo	1,111.55
28750	GG/artwork	22.58
28765	PD/Sgt Chevron	16.10
		<hr/>
		1,562.57
Check No:	0 Check Date:	
Vendor:	1724 Banks Pest Control, Inc.	
28037	PD/pest control spraying/129 E F st	72.00
371984	GG/pest control/spray/115 S Robinson	72.00
		<hr/>
		144.00
Check No:	0 Check Date:	
Vendor:	1729 Alpha Landscape Maintenance	
116521	City offices	48.02
1165210	Lndscp/South Curry	222.50
1165211	Lndscp/Heritage Oak	843.12
1165212	Lndscp/KB tract/Dennison	3,524.54
1165213	PD/New Police bldg	40.80
1165214	St/Street trees	10.09
1165215	St/Dennison Street	704.20
1165216	St/Clear View	314.65
1165217	GG/Pioneer Park	541.45
1165218	GG/Old Town planters	80.15
1165219	Lndscp/Mill Street cottages	24.09
116522	Market Place & Union Pacific	215.91
1165220	GG/Old fire house on Pinon	117.31
1165221	GG/Robinson Park	493.30

1165222	GG/Taco sandwich & wall	27.48
1165223	GG/Senior center	102.57
1165224	GG/Railroad Depot	124.59
1165226	Lndscp/Red Barn	86.22
1165227	Lndscp/Red Barn Phase 2	7.00
1165228	Lndscp/Robinson parking lot	24.45
1165229	Lndscp/Phase 4 downtown planters	33.95
116523	Mill street Islands	2.34
1165233	Mill street Islands	415.98
116524	Capitol Hills (South Island)	263.91
116525	Lndscp/Manzanita Park	706.41
116526	Lndscp/KB Tract-Highland LMD	500.85
116527	Lndscp/Alta Tract/Warrior Park	4,367.95
116528	Lndscp/all planters-Highline & tract perimeters	1,534.02
116529	Lndscp/Alta Parkway lawns	171.51
116531	Market Place/Union Pacific	0.78
1165310	Lndscp/Heritage Oaks	7.80
1165311	Lndscp/KB/Dennison	21.83
1165312	Lndscp/Dennison Street	2.34
1165313	Lndscp/Clear View	0.78
1165314	GG/Pioneer Park	2.34
1165315	GG/Old Town planter	0.78
1165316	Lndscp/Mill Street cottages	0.39
1165317	GG/Old fire house on Pinon	0.78
1165318	GG/Robinson Park	0.78
1165319	GG/Taco sandwich	0.78
1165320	GG/Senior Center	0.78
1165321	Depot/Railroad Depot	1.56
1165322	GG/Robinson parking lot	0.39
116533	Capital Hills	1.56
116534	Manzanita Park	2.34
116535	KB Tract-Highland	0.78
116536	Alta Tract/Warrior Park	17.93
116537	Alta Parkway lawns	1.56
116538	Alta planters-Highline & tract	7.80
116539	St/South Curry	1.54
		<hr/>
		15,624.98
Check No:	0	Check Date:
Vendor:	1801	HD Supply Waterworks, LTD
B109879		Sump/3x50' lay flat hose/kam lok
		<hr/>
		435.38
		<hr/>
		435.38
Check No:	0	Check Date:
Vendor:	1947	Tehachapi Lawn and Garden
0085		PW/spark plugs for honda motor
0086		Cnstrc/honda starter/repair/parts
10202		Cnstrc/dolmar cut off saw repair/parts/labor
1130		PW/spark plugs
		<hr/>
		269.51
Check No:	0	Check Date:
Vendor:	1982	SSD Systems
991109-A 1		GG/security alarm monitoring/115 S Robinson
991109-A 2		A/security alarm monitoring/314 Hayes st
991109-A 3		Cnstct/security alarm monitoring/100 Commerci
		<hr/>
		101.00

Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
781009		Wtr/air filter	32.24
781010		PW/antifreeze coolant	109.59
781587		Swr/u-joint/handle	45.81
781638		Swr/interior door handle	54.66
			<hr/>
			242.30
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1306229		Wtr/chlor sol	93.91
			<hr/>
			93.91
Check No:	0	Check Date:	
Vendor:	2236	Pacific West Sound, Inc.	
17852		Hotdog Festival/sound system show/Central Parl	1,400.00
17853		Hotdog Festival/sound system show	1,400.00
			<hr/>
			2,800.00
Check No:	0	Check Date:	
Vendor:	2478	DataProse, Inc.	
7451151		Refuse/printing	104.33
7451152		Wtr/printing	260.85
7451153		Swr/printing	156.51
7451154		Refuse/postage	201.96
7451155		Wtr/postage	504.91
7451156		Swr/postage	302.94
			<hr/>
			1,531.50
Check No:	0	Check Date:	
Vendor:	2589	Jerome's Tractor Service	
372		PW/move in fee/tractor/labor	255.00
373		PW/move in fee/tractor/labor	430.00
374		PW/move in fee/tractor/labor	360.00
375		PW/move in fee/tractor/labor	255.00
376		PW/move in fee/tractor/labor	325.00
377		PW/move in fee/tractor	220.00
378		PW/move in fee/tractor/labor	290.00
379		PW/move in fee/tractor/labor	780.00
380		PW/move in fee/tractor/labor	640.00
381		PW/move in fee/tractor/labor	290.00
382		A/mow 35.0 ac	1,450.00
383		PW/move in fee/tractor/labor	255.00
384		PW/move in fee/tractor/labor	255.00
385		PW/move in fee/tractor	220.00
386		PW/move in fee/tractor	220.00
388		PW/move in fee/tractor/labor	255.00
389		PW/move in fee/tractor/labor	1,760.00
			<hr/>
			8,260.00
Check No:	0	Check Date:	
Vendor:	2636	High Desert Wireless Broadband Communicati	
30026		IT/AG pro 70 signal booster	682.66
			<hr/>
			682.66
Check No:	0	Check Date:	
Vendor:	2660	Jeffery J. Kermode	

		Check Amount
063013	PD/reimbursement/equestrian training	160.00
		<hr/> 160.00
Check No:	0 Check Date:	
Vendor:	2723 CCI Central, Inc.	
18656	GG/scalright	110.90
		<hr/> 110.90
Check No:	0 Check Date:	
Vendor:	2752 Fastenal Company	
CATEH1899	Swr/2 hard hats	55.15
		<hr/> 55.15
Check No:	0 Check Date:	
Vendor:	2833 Sun Ridge Systems, Inc.	
3182	PD/RIMS property management system/bar codi	9,467.50
		<hr/> 9,467.50
Check No:	0 Check Date:	
Vendor:	2874 Department of Justice, Accounting Office	
980194 1	GG/fingerprint apps/CThompson	32.00
980194 2	GG/fingerprint apps/AMokhtar	32.00
980194 3	Cnsrct/fingerprint apps/DGatewood	32.00
981801 1	PD/fingerprint apps	96.00
981801 2	PD/fingerprint - FBI	34.00
		<hr/> 226.00
Check No:	0 Check Date:	
Vendor:	2902 Sim Sanitation, Inc	
25444	A/monthly standard unit rental/handicap rental	141.00
		<hr/> 141.00
Check No:	0 Check Date:	
Vendor:	2981 Burke, Williams & Sorenson, LLP	
168152	Foreclosure expense/AD 89-3	252.00
		<hr/> 252.00
Check No:	0 Check Date:	
Vendor:	2989 My Fleet Center.com	
970053	GG/signature service/oil filter/brk fluid/belts/wa:	97.16
970260	PD/signature service/oil filter/waste charge	39.19
970261	PD/signature service/oil filter/brk fluid/wiper bla	39.19
		<hr/> 175.54
Check No:	0 Check Date:	
Vendor:	3066 AECOM Technical Services, Inc.	
37355041 1	GG/2013 General Engineering srvc/status updat	656.13
37355041 2	Wtr/CADD support C st record drawings	109.00
37355041 3	CD/Hospital plus mileage	2,272.92
37355041 4	CD/Four Seasons	812.50
37360651	Construction Admin srvc/Tract 6216 Improvem	355.22
37360722	WWTP improvements project	9,300.90
37360728	Swr/WWTP reclaimed water system analysis	514.82
37360731	Bike path striping project	438.56
37360733	CD/Sobel Development traffic study	2,018.50
37360736	Safe Routes to Schools @ Pinon & Curry	1,997.00
37360740	CD/Walmart FEMA CLOMR Srvc	277.50

		Check Amount
37360741-A	CD/2013 General Engineering srvcs/on-site insp	143.30
37360741-B	CD/2013 General Engineering srvcs/On-site insp	1,929.87
37360741-C	CD/2013 General Engineering srvcs/On-site insp	205.80
3736795	Sobel Development traffic study	4,092.75
		25,124.77
Check No:	0 Check Date:	
Vendor:	3199 Slick Fish Marketing Co.	
1470	GG/2p newsletter layout/monthly 2p newsletter l	250.00
		250.00
Check No:	0 Check Date:	
Vendor:	3264 Trader Bo's Western & Work Wear	
630098	Swr/safety shoes/JParks	130.06
630099	Cnstct/safety shoes/MPera	182.73
662754	Wtr/safety shoes/JCurry	130.06
		442.85
Check No:	0 Check Date:	
Vendor:	3270 EcoTierra Consulting	
005	CD/Walmart supplemental EIR/consulting	14,560.15
		14,560.15
Check No:	0 Check Date:	
Vendor:	3281 Statewide Safety & Signs, Inc.	
1142	St/grabber tube/traf 12lb hex rubber delin base	602.00
4390	St/signs/alum stencil/park it/rebar spike	1,104.03
		1,706.03
Check No:	0 Check Date:	
Vendor:	3355 Got Weeds?	
456	A/June weed control	300.00
		300.00
Check No:	0 Check Date:	
Vendor:	3408 Kern Asphalt Paving and Sealing Co., Inc.	
2503066-464	PW/clean entire area w/air broom/apply 2 coats 1	816.00
2503066-465	PW/stripe for parking/10 stalls(2) handicaps	350.00
		1,166.00
Check No:	0 Check Date:	
Vendor:	3449 Stepp Manufacturing Co., Inc.	
44603	St/hose/fittings/heating element/crack fill valve/t	1,684.71
		1,684.71
Check No:	0 Check Date:	
Vendor:	3508 John H. Schlosser	
032113	GG/meals	48.00
051613	GG/meals	46.58
		94.58
Check No:	0 Check Date:	
Vendor:	3561 Lisa Wise Consulting Inc.	
1713	Zoning code update	5,280.00
1714	Housing element	932.00
		6,212.00

Check No:	0	Check Date:		
Vendor:	3576	Mallory Safety & Supply LLC		66.12
3751512		PD/safar-12055		-4.62
3751512 UT		Use tax		
				<hr/> 61.50
Check No:	0	Check Date:		
Vendor:	3596	Kern Medical Center		856.90
13-06-0919		PD/SANE exam		
				<hr/> 856.90
Check No:	0	Check Date:		
Vendor:	3607	Central Valley Asphalt		2,375.00
063013 1		Teh Blvd & HSIP Valley shldr widening project/		2,375.00
063013 2		Strts/Teh Blvd & HSIP Valley shldr widening pr		
				<hr/> 4,750.00
Check No:	0	Check Date:		
Vendor:	3608	Kingsmen Tractor Services		390.00
0003		PW/mow		455.00
1		PW/mow parcel/weed abatement		455.00
2		PW/mow parcel/weed abatement		
				<hr/> 1,300.00
Check No:	0	Check Date:		
Vendor:	3611	AT&T National Compliance Center		125.00
1359562		PD/LEA tracking		
				<hr/> 125.00
				<hr/> 200,947.94
		Date Totals:		200,947.94
				<hr/>
		Report Total:		200,947.94
				<hr/> <hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: Delphina
Printed: 7/16/2013 - 11:03 AM



			Check Amount
Check No:	38435	Check Date: 07/16/2013	
Vendor:	0017	American Business Machines	
176492 1		GG/IR adv C5255/IR adv 4025/new copiers	13,854.60
176492 2		Fin/IR adv C5255/IR adv 4025/new copiers	5,387.90
			<hr/>
			19,242.50
			<hr/>
Date Totals:			19,242.50
			<hr/>
Report Total:			19,242.50
			<hr/> <hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 7/17/2013 - 10:19 AM



			Check Amount
Check No:	38436	Check Date: 07/17/2013	
Vendor:	2963	AT&T	
4490742		Wtr/WWTP fax	45.93
4492414		Swr/telemetry system	15.93
4499439		GG/City Hall	72.76
4499440		Swr/WWTP office	102.72
4499442		GG/City Hall fax	59.44
4499443		A/awos	15.62
4499444		PW/fax	30.74
4499445		A/fuel system	15.93
4499448		Swr/scada	85.92
4499962		GG/Pinon	15.62
4500239		PD/breathalyzer machine	15.93
4500305		Depot/relay service	46.98
4500620		Applewood auto dialer @ sump	16.24
			539.76
Check No:	38437	Check Date: 07/17/2013	
Vendor:	2893	Cardmember Service	
163 920511		Hotdog Festival/copper tube	35.02
2469013		Hotdog Festival/chenille stems	55.17
29364046		Hotdog Festival/5mm red/green/yellow LED pac	24.46
42197969		Hotdog Festival/batteries	106.82
8885821		Hotdog Festival/hpi racing tape	15.98
			237.45
Check No:	38438	Check Date: 07/17/2013	
Vendor:	2113	Fuel Controls, Inc.	
78157		A/100 Octane wholesale	21,611.25
78373		A/100 Octane wholesale	21,307.25
			42,918.50
Check No:	38439	Check Date: 07/17/2013	
Vendor:	0395	The Gas Company	
1		PD/non-residential/129 E F st	21.99
2		A/non-residential/409 Bryan ct	21.99
3		A/non-residential/100 Commercial Way/correcte	3.04
			47.02
Check No:	38440	Check Date: 07/17/2013	
Vendor:	0372	Southern California Edison	
1		GG/111 W I st	39.32
10		Wtr/1299 S Curry st	3,976.74
11		Wtr/Curry	10,911.11
12		Wtr/755 Steuber Well	1,178.39
13 1		Swr/000000 Teh blv	161.83
13 2		St/Teh/Tucker	47.20

14	Swr/880 Enterprise	1,474.16
15	St/1300 Goodrick dr #Z	27.91
16	St/326 E D st	23.39
17	St/303 E ave D	13.72
18	St/tract 5812 Dennison/Pinon st	1,160.73
19	St/tr 4927 Mulberry/Brentwood	69.90
2	GG/109 E Teh blv	91.54
20	St/Curry st S/O Pinon st	16.56
21	St/Highway 202	49.69
22	St/Highway 202	27.14
23	St/Mill st S/O E st	10.85
24	St/Highline & Curry	15.73
25	St/213 W I st	10.85
26	St/F st E/O Mulberry	173.61
27	St/Mill and J st	103.27
28	St/Tucker rd/Hwy 202	166.02
29	St/Mill and J st	69.99
3	GG/1125 Capital Hills	27.22
30	St/Tr 45361 Mulberry ap	54.11
31	St/Teh blv/Dennison	11.63
32	St/800 S Curry st	27.14
33	St/Dennison/Brett av	42.02
34	St/Goodrick dr E/O Dennison	189.32
35	St/Valley bl W/O Dennison	378.64
36	St/710 W Teh blv	154.80
37	St/Tucker/Valley	121.14
38	St/Curry st/Walnut	16.01
39	St/209 1/2 E Teh blv	27.85
4	PW/800 Enterprise	6,888.35
40	St/333 1/2 E Teh blv	133.30
41	St/Teh blv W/O Green	17.62
42	St/103 Teh blv	71.86
43	St/101 Teh blv #B	160.77
44	St/110 S Mill st	115.42
45	St/Curry/D st	17.62
46	Wtr/358 E D st	2,797.94
47	St/100 W Teh blv #B	124.06
48	St/101 W F st	203.20
49	St/TR 2995 Oakwood/Val	7,032.55
5	Wtr/Wht Oak extnd-E-Curry	1,992.81
50	St/TR 2995 Oakwood/Val	252.96
51	St/TR 2995 Oakwood/Val	179.52
52	Traffic Signal/801 Mountain View av	62.60
53	Utilities/1002 Applewood st	36.42
54	Lndscp/180 Valley	26.57
55	LLD/115 Manzanita st	29.09
56	LLD/209 E Highline rd PED	28.08
57	St/Manzanite/Green	258.72
58	Lndscp/311 Sutter st	26.91
59	Lndscp/501 1/2 Pinon	26.57
6	Wtr/126 S Snyder av	538.04
60	Lndscp/115 Manzanita Ln	26.57
61	Lndscp/1347 Clasico dr PED	34.74
62	Lndscp/1115 Alder av PED	25.73
63	Lndscp/1415 Alder av PED	25.57
64	Lndscp/Tr 5812 1199 Canyon dr East	28.58
65	Lndscp/Tr 5812 1200 S Dennison	28.41
66	Lndscp/Tr 5812 1202 S Dennison	29.91
67	Lndscp/Tr 5812 1000 Canyon dr W	28.74

Check Amount

68	Lndscp/Tr 6360 Mill st/D st	61.71
69	St/PM 11353 Teh blv/Bailey	75.76
7	Wtr/NW cor Anita/Dennison	5,500.76
70	Lndscp/409 Bailey ct	197.37
8	Wtr/129 Brentwood dr	3,901.56
9	Wtr/Pinon	4,531.61

56,387.53

Check No: 38441 Check Date: 07/17/2013
Vendor: 3011 Verizon Wireless
9706872363 Wtr/mobile broadband
9706872363 2 Swr/mobile broadband
9707486267 PD/mobile broadband

15.01

15.01

408.25

438.27

Date Totals: 100,568.53

Report Total: 100,568.53

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 7/17/2013 - 3:05 PM



Check Amount

Check No:	38442	Check Date:	07/17/2013	
Vendor:	2940	U.S. Bank Corporate Payment System		
000009		A/priority overnight/FAA docs		54.42
000018		CD/notary service		10.00
0007		PW/meals		31.12
023419		GG/produce/floral bnch		12.10
033075		GG/meals		33.70
0447		Council/lodging/Public Safety Comm. mtg		391.20
0447 2		Council/lodging/resort fee/Public Safety Comm.		22.40
052213		GG/constant contact account		35.00
052813		GG/nozbe team 1-year		474.17
053013		A/meals		61.87
053295		Wtr/10 igloo 1/2 gln wtr coolers		90.19
060313		Cnstrct/shoes		102.09
060313		Finance/Wall st journal subscription renewal		66.84
062213		GG/constant contact		35.00
06242013		PD/Supplies/lodging/Dell PC/Amazon.com		3,902.20
075146		GG/coil/100 33c		33.00
084693		GG/coil/100 33c		33.00
0879315		PW/fuel		12.23
0879708		GG/fuel		40.36
10269		Wtr/cobblestone		425.70
1125		Swr/car wash		8.00
13019		Lndscp/1/4" blk powder coated chain base coat		625.00
15119		GG/lodging/resort fee		22.40
163398096		A/hdmi cable/disc packs		95.63
165510477		Swr/apc power back UPS		204.24
165510497		Swr/HP ethernet switch		785.73
165510597		IT/hard drive		128.33
1931641		A/listing setup fee		261.00
2033347759890		GG/facebook ads		2.00
238		GG/meals		19.88
2500		PW/hat sak/aa batteries		1,482.33
306755		GG/meals		13.37
49509		Hotdog Festival/tablecovers		61.96
5308866425		GG/annual dinner tickets/KEDC		400.00
548012		GG/adobe acrobat XI full download for 2		309.95
549836		GG/access 2013 for 1 user/RMontgomery		108.70
57922		PW/shoes		94.75
6500717		PW/OSHA hazard recognition training		189.00
6571142		Hotdog Festival/8" vlk uv rsst cable ties 100pk		6.96
665100		GG/2 coffee traveler		25.90
726208		GG/ coffee traveler/cr 1 gallon drip		-5.90
9013731727156		GG/facebook ads		6.00
9013858758328		GG/facebook ads		6.00
9013977105100		GG/facebook ads		6.00
920966		A/glow sticks for fireworks parking handouts		99.90
99773		GG/34" sq table		32.24

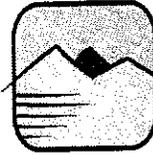
Check Amount

M86217	GG/car wash	10.00
M86270	A/car wash	9.00
M88111	Swr/car wash	8.00
W204512202	Lndscp/20 steel blk fence post	365.07
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	Date Totals:	11,248.03
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Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 7/18/2013 - 8:39 AM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	38443	Check Date: 07/18/2013	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
070913		CD/CEQA exemption setback/904-902 Laura Ln	150.00
			<hr/> 150.00
Check No:	38444	Check Date: 07/18/2013	
Vendor:	3147	Linda Pettit	
071713		GG/catering for City picnic	450.00
			<hr/> 450.00
Check No:	38445	Check Date: 07/18/2013	
Vendor:	3605	Suzette Snider	
070213		GG/notary service	10.00
			<hr/> 10.00
			<hr/> 610.00
Date Totals:			610.00
			<hr/> <hr/>
Report Total:			610.00
			<hr/> <hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 7/23/2013 - 2:10 PM



Check Amount

Check No:	38453	Check Date:	07/23/2013		
Vendor:	2695	Home Depot Credit Services			
0010022		Sump/16ga line post/sakrete concrete mix			127.13
0010135		Swr/box 1-gang 5 hole 1/2" silver			6.24
0023132		Sump/ext cord			19.21
0023215		Swr/trash bags			14.99
0131307		Cnstc/digging shovels			54.16
0592380		Swr/nipple/circt brkr/hanger strap/blk coup/cap/t			48.86
10072		Swr/pipe/plug/nipple/tee			42.23
1015201		Swr/gloves/ss deck screws			117.20
1015215		St/tsl 8oz			9.64
1022877		Depot/bit socket 3/8" drive t45 tp torx			4.65
1022881		Wtr/kwikset			6.03
1022994		Wtr/3/8" chain			12.51
1131086		Cnstrc/100' hose			52.12
1131128		St/4 gal solo piston backpack			91.34
2015102		Wtr/rebar			52.92
2130918		WWTP/potting mix			15.02
3010926		Sump/tension band			6.19
3010938		Sump/tension band			12.21
3011023		A/bounty 8 roll/rags in a box/scrub 3pk/gloves/c			43.90
3014822		Swr/shelf support clips/wallplate/72"brss e5 upri			38.11
3014825		Swr/#9 hinge screw kit			1.02
3014872		Swr/quickie mop/floor shine cleaner/bath fct/tp l			109.13
3014942		Wtr/1/4" & 5/15" proof coil chain hdg			5.86
3014948		Swr/lumber 4x4-8 gdf/lag			313.82
3014966		Wtr/gas can			16.10
3022518		PW/master padlock			4.02
3022541		PW/filters			21.47
3022605		St/dish soap			21.18
3024505		Swr/1lb screws/adapter			11.27
3130714		Wtr/rear trigger nozzle			14.42
3570465		Wtr/sgl dbolt			16.09
3592831		Wtr/ortho home defense max			16.04
4010756		Lndscp/pipe wrap/50lb all-purpose gravel			47.69
4010766		Swr/photo cell/motion sensr			56.61
4010770		PW/6' utility banquet folding table			171.91
4010810		Swr/1-1/2 lb conduit body q/cover&gasket/comp			94.50
4010818		Lndscp/30' tape measure/level set			24.62
4010862		Swr/3" concrete dobies w/wire/20' rebar			289.20
4010904		Sump/tie wire/fence privacy slats			233.89
4012543		Sump/42x6x11.5g			-73.68
4024332		Swr/90 degree elbow/junction box			37.79
4102540		Sump/6x50 chain link			-96.75
4102541		Sump/chainlink fabric/walk gate 11.5 ga fill			170.43
4560413		Swr/sch40 90deg bell end/abs el/couplings			9.83
4560435		Swr/emt strap			1.52
4560441		A/spacers/mach screw/clear/painters touch 2x sa			11.79

4581613	Sump/tie wire/rail end	18.21
5010712	Swr/lumber/lag t-star/floodlights/cmt set screw c	136.94
5024116	A/eng max d8	12.88
5024131	Lndscp/line level	4.27
5024145	Sump/chainlink fabric/eye top/tension bar/tensio	300.79
5024151	Sump/walk gate 11.5 ga fill	73.68
5082378	Sump/gate	-18.19
5102265	Lndscp/bubbler screw adjust	1.06
6010482	Sump/sz 12 blk pvc boots	19.35
6010560	LLD/KB/abs cement	8.34
6011801	PW/grease monkey/gloves/dewalt 6" drive guide	35.32
6023959	Swr/shelf	46.70
6023973	Swr/ surge crd flat plg	15.77
6025879	Swr/grade stakes	11.76
6133340	Cnstrc/6cu wheelbrw	88.60
6572010	Wtr/spa stain & scale control	12.81
6592620	Sump/zinc quick link/proof coil chain zinc 3/16'	32.16
7011592	Swr/casing pfj	12.38
7011621	Railroad Park/40w halogena blubs	19.62
7011631	St/25' powerlock tape measure	10.62
7011647	Event Center/pipe insulation/1-hole strap	2.34
7011665	PD/4'x8' osb/lumber	56.79
7014345	Wtr/tape meas/diablo mt whl/wheel/4" stringer b	145.42
7014351	Sump/pvc40 pe solidcore pipe/pvc el45	14.04
7014365	Swr/sgl dbolt/combo lock/angvlvl/lockset/fip to	772.18
7014441	St/30w 4-cy oil/10w30 oil	18.64
7014469	Swr/abd adptr/abrsv cloth/flange/cppr tube flang	36.20
7014475	Swr/pg adh/ext cord/connectors	23.87
7021737	Swr/gas can	12.88
7025549	Swr/coupling	0.68
7025553	Event Center/gal nipple/garden valve fpt/pvc el 5	30.50
70582067	Event Center/pvc cap slip/pvc tee/pvc bush/cap	4.76
7570011	Wtr/stoprust spray	15.38
7591925	Swr/tri tap ext cord	14.05
8011440	St/lumber	4.09
8011556	Wtr/rebar	84.67
8014200	Sump/sakrete concrete mix/furring strip	34.44
8014317	Sump/paint	28.92
8021498	Sump/coil chain zinc/quick link 5/16"	43.65
8021544	GG/pop-up sprk	19.34
8025408	Swr/hex bushings/seal tape	5.28
8041664	Sump/vinyl plank	378.39
9011340	Depot/paper key tags w-ring/95 key schlage	9.66
9011356	Lndscp/trash bags	17.18
9011362	Swr/bulbs/conduit hanger w/nut&bolts/spray pai	19.10
9011388	Swr/box roun 5 hole 1/2" silver/cmt set screw co	131.55
9011416	Swr/conduit hanger w-nut&bolt/reduce washer	3.67
9025348	Swr/mach screw	1.27

5,076.44

Check No:	38454	Check Date:	07/23/2013
Vendor:	2695	Home Depot Credit Services	
0012373	PD/rock-on 100 pk		8.95
0012389	A/hex nuts/cut washers/lumber		28.02
0012391	PW/rebar		27.32
0027060	A/gorilla gluc/flat mill file		20.87
0582496	A/gorilla gluc/diablo demo demon 9" tpi		10.15
1012215	PW/2x4-16' lumber/std df/hf board		57.81

1012233	Swr/floor scrap/3lb drilling hammer	66.56
1012259	Event Center/poly sheeting/duct tape/marker pen	99.17
1012293	Cnstrc/gloves/blk pvc boots	33.21
1012315	Cnstrc/5 gal water cooler	22.91
1012333	A/4x4-8' lumber/fence post mix/ext paint	97.48
1026765	Wtr/muriatic acid	11.80
1026777	Event Center/2x10-12' gdf	28.70
1026801	Swr/clr remover	6.31
2012073	Cnstrc/gloves	10.40
2012079	Swr/50' hose	96.65
2012116	PW/2x4-16' gdf lumber	49.87
2012175	Freedom Plaza/kink bibb	7.82
2134066	Freedom Plaza/50' hose	32.22
2134066 2	Freedom Plaza/plier	12.88
2572400	Council/set-up items/batteries	70.71
9027225	A/nite lite spotlight/gorilla glue/surform/8-piece	60.42

860.23

Date Totals: 5,936.67

Report Total: 5,936.67

Accounts Payable

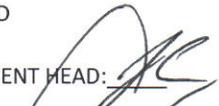
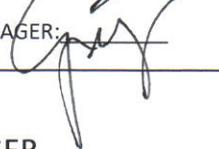
Checks by Date - Detail By Check Date

User: delphina
Printed: 7/25/2013 - 8:41 AM



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Check No:	38455	Check Date: 07/25/2013	
Vendor:	2676	USPS-Hasler	
071013		GG/postage	1,000.00
			<hr/> 1,000.00
Check No:	38456	Check Date: 07/25/2013	
Vendor:	2893	Cardmember Service	
23592		Hotdog Festival/bubbles/stamps/erasers/toy cars	60.48
65792331		Hotdog Festival/tote bags	41.24
SIN860469		GG/two oxford shirts for PSmith	63.71
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Date Totals:			1,165.43
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Report Total:			1,165.43
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APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: AUGUST 05, 2013 AGENDA SECTION: UTILITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JON CURRY, UTILITY MANAGER

DATE: JULY 31, 2013

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

BACKGROUND

On June 17, 2013 the City Council directed staff to revise the introduced ordinance amending Ordinance No. 636 to provide for responsibility for maintenance and repair of sewer laterals.

Attached is the revised amendment to this ordinance. The ordinance will now state that the property owner is responsible for the repair, and replacement of the sewer lateral on private property and the property owner must maintain, repair, and replace same at its sole cost and expense. The City will be responsible for repair and replacement of the sewer lateral located in the City right-of-way.

RECOMMENDATION

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

ORDINANCE NO. _____

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

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

Section 1. AMENDMENT.

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

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

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

"B. Notwithstanding Paragraph A of this Section 8.44.020, if the distance from the nearest property line of a parcel upon which any building

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

"C. As used herein, a "lateral" shall mean the piping from the exterior wall of any building which extends to its connection to a sewer main line by which the wastewater from the building is discharged into the City's sewer system. The maintenance, repair, and replacement of that portion of a lateral from any building on a parcel to the boundary line of the parcel or, if the parcel's boundary line extends to the center line of the City's right of way in which the sewer main line is located, then to the boundary of the City's right of way, shall be the sole responsibility of the parcel owner. The City shall be solely responsible for the maintenance, repair, and replacement of the remainder of the lateral from the parcel boundary line to its connection to the sewer main line or, if the parcel boundary line extends to the center line of the City's right of way in which the sewer main line is located, then the remainder of the lateral contained within the City's right of

way. The parcel owner shall not perform any repair on a lateral or replace a lateral without first obtaining a building permit from the City. All such work shall comply with City subdivision improvement standards and be at the parcel owner's sole cost and expense.

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

Section 2. **SEVERABILITY.**

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

Section 3. **EFFECTIVE DATE.**

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

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

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

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

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

ATTEST:

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

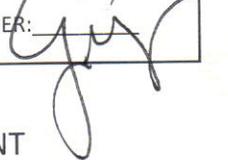
I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on _____, 2013.

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

Published: _____



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: AUGUST 5, 2013 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: JULY 31, 2013

SUBJECT: MUTUAL AID AGREEMENT BETWEEN CALIFORNIA DEPARTMENT OF CORRECTIONS (CDCR) AND THE CITY OF TEHACHAPI

BACKGROUND

As Council may be aware, it is common for government agencies to provide emergency assistance to other government agencies under a concept referred to as mutual aid. The City of Tehachapi and the Tehachapi Police Department are already parties to a regional law enforcement mutual aid agreement. The California Department of Corrections and Rehabilitation (CDCR) has requested that the California Correctional Institute, the City of Tehachapi, and the Tehachapi Police Department enter into a formal law enforcement mutual aid agreement.

Under the proposed agreement, when a formal request is made for emergency law enforcement assistance, each agency would provide available assistance to the other as needed. The cost of providing such emergency assistance would be the responsibility of the responding agency, with no expectation of reimbursement for those costs.

FISCAL IMPACT

None, other than the costs associated with providing an emergency assistance response.

OPTIONS

- Authorize the Mayor and Police Chief to sign the CDCR Mutual Aid Agreement, subject to City Manager and City Attorney approval.
- Do not authorize the Mayor and Police Chief to sign the agreement.

RECOMMENDATION

- **AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE CDCR MUTUAL AID AGREEMENT, SUBJECT TO CITY MANAGER AND CITY ATTORNEY APPROVAL.**

Attachment: CDCR – COT Mutual Aid Agreement

California Department of Corrections and Rehabilitation
Mutual Aid Agreement (MAA)
Law Enforcement

This agreement is made and entered into this day _____ of _____ by and between the California Department of Corrections and Rehabilitation (CDCR) California Correctional Institute, the City of Tehachapi, and the Tehachapi Police Department.

I. Objectives

The primary objective of this MAA is to make available resources of the California Department of Corrections and Rehabilitation, the City of Tehachapi, and the Tehachapi Police Department to prevent and combat the effect of disasters that may result from specific incidents, including fire, flood, earthquake, war, sabotage, and riot.

Each of the parties hereto agree to voluntarily aid and assist each other in the event that a disaster should occur, by the interchange of services and facilities, including but not limited to security, rescue, relief, and communications in order to respond to problems that arise from the disaster.

It is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on a local basis.

II. Response Plan

A. Response Area Specifics

The response area covered under the general guidelines of this agreement is not to exceed the boundaries within the Operational Area (Refer to the appropriate Operational Area Map).

In the event resources are needed outside the local operational area, notification must be made to the responding party's Emergency Operations Coordinator to determine availability of requested resources.

B. Guidelines Governing Response

Upon request for mutual aid assistance, the responding law enforcement agency will send equipment, personnel, and other resources as available to the designated area within the Operational Area. The authority in charge of the assisting agency shall be the sole judge of how much assistance can be furnished under the circumstances of each particular case.

The parties hereto agree not to call for assistance unless it is an emergency where the requesting law enforcement agency's existing resources have been significantly reduced by emergency responses.

C. Resource Availability

In the event that resources are unavailable for response, notification shall be made to appropriate emergency operations centers and/or local agencies. Once resources are restored and available for response, notification shall be made to these same parties indicating resource availability.

D. Types of Responses Covered

Calls for public services, inspections, investigations, and response that do not require immediate response by an emergency vehicle will not be part of this MAA.

The base premise of this agreement are that any specific resources requested for dispatch are available and in their assigned response area. If this is not the case at the time of the request, the resources dispatched by any agency will be the closest available resources.

E. Protective Clothing

It shall be the responsibility of the agency sending emergency personnel to ensure that such personnel are provided protective clothing and equipment as required by California Code of Regulations (CCR), Title 8, Article 10.1, Section 3401 – 3410.

F. Communications Capabilities

It shall be the responsibility of the agency sending requested resources to ensure that responding personnel and equipment have communications capability.

Interoperability is defined as a Very High Frequency (VHF) high-band radio programmed as recommended by all parties in this agreement and will be attached to this agreement.

G. Dispatch

Any dispatch of equipment and personnel pursuant to this agreement is subject to the following condition: Any request for mutual aid shall be written or verbal and include a statement of the requested resources and the location of the response.

H. Control of Resources

Responding mutual aid units will come under the direction of the Incident Commander of the emergency.

I. Release of Resources

The Incident Commander will determine when to release the resources of the responding agencies. The responding agency, however, may be recalled by its

police chief or sheriff or his/her designee, if in their opinion, a need exists for the responding party to render services within the agency's normal service area.

III. **Civil Rights**

The extension of benefits under the provisions of this agreement shall be without discrimination as to age, handicap, race, creed, sex, or national origin.

IV. **Nondiscrimination**

The parties to this agreement shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI, Civil Rights Act of 1964 (42 U.S.C. 2000d – 2000d(6))
- b. Title IX, Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination on the basis of sex
- c. Section 504, Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disabilities and provides for 'reasonable accommodation' in hiring of persons with disabilities
- d. Older American Act of 1965, as amended (42 U.S.C. 3056 and 6101, et. seq.)
- e. USDA 9 AR, Title VI Implementation Regulations

V. **Amendments**

This agreement may only be amended by written mutual consent of the parties hereto.

VI. **Termination**

This agreement shall remain in full effect until revised or updated by all parties. It may be terminated by any of the parties hereto upon thirty (30) days notice, in writing, to all parties.

VII. **Compensation**

No party to this agreement will be required to pay any monetary compensation to any other party to this agreement for services rendered hereunder. The mutual advantage and protection afforded by this agreement are considered adequate compensation to all parties.

The party receiving aid will be responsible for providing supplies and material, such as gasoline, food, and water for on-site use of equipment and for personnel who are engaged in providing aid hereunder.

This agreement is intended to cover day-to-day mutual aid only, and shall not be in effect when the State of California, Master Mutual Aid Agreement becomes operative under a State of Emergency as declared by the Governor.

VII. Indemnity

Each party, in consideration of this agreement to provide emergency assistance, does waive any and all claims against the other party for damages or compensation for any loss, damage, personal injury, death, or any other matter occurring as a consequence of performance under this agreement.

Each party shall defend, indemnify, and hold the other harmless for any losses, claims, awards, penalties, or injuries (including death) incurred by any third party, including reasonable attorneys fees, arising out of or occurring with any action of the indemnifying party, its directors, officers, employees, or agents in performance of the duties of this agreement.

The parties hereto agree that California Correctional Institute and its peace officers shall not be considered an employee or agent of the City of Tehachapi in performance of this agreement. In addition, it is mutually agreed that California Correctional Institute peace officer personnel will not be used to replace or be used in lieu of Tehachapi Police Department personnel.

It is recognized that the interests herein are mutual and the agreement is in the interests of the common good of the general public, CDCR, and the parties hereto, and for strictly government purposes.

IX. Agreement Signatures

Warden/Superintendent

Date: _____

Phillip A. Smith, Mayor, City of Tehachapi

Date: _____

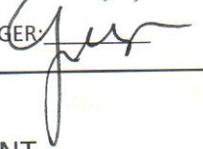
Jeff Kermode, Police Chief, Tehachapi Police Department

Date: _____

Attachment: VHF high-band radio program requirements



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: AUGUST 5, 2013 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: JULY 31, 2013

SUBJECT: INTRODUCTION OF ORDINANCE ESTABLISHING RESTRICTIONS ON SLEEPING IN VEHICLES IN DESIGNATED LOCATIONS

BACKGROUND

As Council may be aware, the Police Department has received many complaints regarding persons sleeping in their vehicles for extended periods of time throughout various areas of the City. Often, this results in the depositing of trash and bodily waste on public roadways and in parking lots. In at least three situations of which staff is aware, persons were sleeping in their vehicles on City streets for months at a time.

Under current state law and local ordinances, there are limited enforcement options. If the vehicle is on a public street and is properly registered, no action can be taken if the vehicle is moved at least once every 72 hours. If the vehicle is parked in a private parking lot or unimproved lot, no action can be taken without the property owner's permission.

The currently proposed ordinance would add Section 9.04.030 to Chapter 9.04 of the Tehachapi Municipal Code, creating a new violation which would be a practical enforcement tool to enhance community safety and quality of life:

9.04.030 Sleeping in Vehicle. It shall be unlawful for any person to sleep in a vehicle, house trailer, motor home, or camper of any kind whatsoever on any public street or public or private parking lot or any unimproved lot within the City. The foregoing shall not apply to a private parking lot or unimproved lot in which the property owner has obtained a conditional use permit from the City to allow for sleeping in the parking lot or unimproved lot.

This violation would be cited as an infraction with a \$100.00 fine for the first offense and could be cited as a misdemeanor for subsequent offenses.

FISCAL IMPACT

None.

OPTIONS

- Introduce the proposed ordinance, adding Section 9.04.030 to Chapter 9.04 of the Tehachapi Municipal Code, establishing restrictions on sleeping in vehicles in designated locations.
- Direct staff to modify the proposed ordinance.
- Do not introduce the proposed ordinance.

RECOMMENDATION

INTRODUCE THE PROPOSED ORDINANCE, ADDING SECTION 9.04.030 TO CHAPTER 9.04 OF THE TEHACHAPI MUNICIPAL CODE, ESTABLISHING RESTRICTIONS ON SLEEPING IN VEHICLES IN DESIGNATED LOCATIONS.

Attachment: Proposed Ordinance, adding Section 9.04.030 to Chapter 9.04 of the Tehachapi Municipal Code

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI REGULATING SLEEPING IN
VEHICLES**

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

Section 1. ADDITION.

Section 9.04.030 is hereby added to Chapter 9.04 of the Tehachapi Municipal Code
as follows:

Section.

9.04.030 Sleeping in Vehicle.

9.04.030 Sleeping in Vehicle. It shall be unlawful for any person to sleep in a
vehicle, house trailer, motor home, or camper of any kind whatsoever on any public street
or public or private parking lot or any unimproved lot within the City. The foregoing shall
not apply to a private parking lot or unimproved lot in which the property owner has obtained
a conditional use permit from the City to allow for sleeping in the parking lot or unimproved
lot.

A. As used herein, "public street" shall mean and include, without limitation,
streets, roads, highways, alleys, sidewalks, parkways, bridges, culverts, drains, and all other
facilities and areas necessary for the construction, improvement and maintenance of streets
and roads."

B. A first violation of this section shall constitute an infraction. Any additional
violation shall constitute a misdemeanor.

Section 2. SEVERABILITY.

Each of the provisions of this Ordinance are severable. If any provision shall be
declared to be invalid, the remaining provisions shall be affected thereby but shall remain in
full for and effect.

Section 3. EFFECTIVE DATE.

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

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

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

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

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

ATTEST:

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

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

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

Published: _____