

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 19, 2013 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session item of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California, 93561.

CALL TO ORDER

ROLL CALL

INVOCATION

Participation in the invocation is strictly voluntary. Each City Councilmember, city employee, and each person in attendance may participate or not participate as he or she chooses.

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

All items listed with an asterisk (*) are considered to be routine and non-controversial by city staff. Consent items will be considered first and may be approved by one motion if no member of the council or audience wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in listed sequence with an opportunity for any member of the public to address the city council concerning the item before action is taken. Staff recommendations are shown in caps. Please turn all cellular phones off during the meeting.

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

The City Council welcomes public comments on any items within the subject matter jurisdiction of the Council. We respectfully request that this public forum be utilized in a positive and constructive manner. Persons addressing the Council should first state their name and area of residence, the matter of City business to be discussed, and the organization or persons represented, if any. To ensure accuracy in the minutes, please fill out a speaker's card at the podium. Comments directed to an item on the agenda should be made at the time the item is called for discussion by the Mayor. Questions on non-agenda items directed to the Council or staff should be first submitted to the City Clerk in written form no later than 12:00 p.m. on the Wednesday preceding the Council meeting; otherwise response to the question may be carried over to the next City Council meeting. No action can be taken by the Council on matters not listed on the agenda except in certain specified circumstances. The Council reserves the right to limit the speaking time of individual speakers and the time allotted for public presentations.

TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, AUGUST 19, 2013 - 6:00 P.M. - PG. 2

1. General public comments regarding matters not listed as an agenda item.
2. Mayor to present a Certificate of Recognition to the Kiwanis.

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 33-13
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

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meetings on July 15, 2013 and August 5, 2013 – **APPROVE AND FILE**
5. Tarmac Run & War Bird Fly-in Special Event Applications - **APPROVE TARMAC RUN & WAR BIRD FLY-IN SPECIAL EVENT APPLICATIONS SUBJECT TO CITY CONDITIONS**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for August 1, 2013 through August 14, 2013 – **AUTHORIZE PAYMENTS**
- *7. City of Tehachapi Treasurer's Report through July 2013 – **RECEIVE REPORT**

AIRPORT MANAGER REPORTS

- *8. New Commercial Ground Lease Agreement with Georgia Davis and Jessie Shrum – **APPROVE THE NEW COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGIA DAVIS AND JESSE SHRUM COMMENCING OCTOBER 1, 2013**
9. Authorization to apply for and accept a federal and state grant for the Instrument Approach Markings and Lighting Project – Runway 11-29 Enhancements and awarding of contract to the lowest bidder – **AUTHORIZE STAFF TO APPLY FOR AND ACCEPT FEDERAL AND STATE GRANTS FOR THE RUNWAY 11-20 ENHANCEMENTS PROJECT AND AUTHORIZE THE CITY MANAGER TO SIGN; AWARD THE CONTRACT FOR THE RUNWAY 11-29 ENHANCEMENTS PROJECT TO THE LOWEST BIDDER**

UTILITY MANAGER REPORTS

10. Ordinance amending Ordinance No. 636 to provide for responsibility for maintenance and repair of sewer laterals – **ADOPT THE PROPOSED ORDINANCE AMENDING ORDINANCE NO. 98-02-636 AND MUNICIPAL CODE SECTION 8.44.020 TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SEWER LATERALS**

POLICE DEPARTMENT REPORTS

11. Support of the League of California Cities proposed resolution regarding prison realignment – **APPROVE A LETTER OF SUPPORT, SIGNED BY THE MAYOR, FOR THE PROPOSED LEAGUE OF CALIFORNIA CITIES RESOLUTION REGARDING PRISON REALIGNMENT AND DIRECT THE CITY'S VOTING DELEGATE TO SUPPORT THIS RESOLUTION WHEN IT IS PRESENTED AT THE GENERAL ASSEMBLY MEETING**

12. Ordinance establishing restrictions on sleeping in vehicles in designated locations – **ADOPT 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**

CITY ENGINEER REPORTS

13. Regional Surface Transportation Program funding grant application and resolution – **ADOPT A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDING AND COMMITTING THE NECESSARY LOCAL MATCH AND STATING THE ASSURANCE TO COMPLETE THE PROJECT**

CITY MANAGER REPORTS

14. 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. Approval of closed session minutes from August 5, 2013.

2. Conference with Legal Counsel Regarding Claim Filed by Kern Pacific Construction per Government Code Section 54956.9(b).

3. Conference with real property negotiator (City Manager) regarding price and terms of payment for property know as APN No. 416-230-01.

ADJOURNMENT

MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, July 15, 2013 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Nixon and Zamudio</p> <p>Absent: Councilmember Grimes</p> <p><u>INVOCATION</u></p> <p>By Pastor Marvin Slifer from Mountain Bible Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Zamudio</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda.</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Philip Shinar, Tehachapi Airport Commission Secretary, spoke regarding the use of alcoholic beverages and tobacco products at Aviator Park. b. Charles White, Main Street Tehachapi, reported on status of Main Street. 	<p>Approved Consent Agenda Ni/Wi Motion Carried Ab: Gr</p>
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ACTION TAKEN

- c. Socorro Schmidt, city resident, asked for information about the Old Timers Picnic and spoke in favor of event.
- d. Matt Young, TVRPD, spoke about the Old Timers Picnic event.

CITY CLERK REPORTS

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

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

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

Approved & Filed
 Ni/Wi Motion Carried
 Ab: Gr

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

MAYOR SMITH OPENED NOMINATIONS.

Sm Opened Nominations

COUNCILMEMBER WIGGINS NOMINATED ERIC HANSEN.

Wi Nominated Eric Hansen

MAYOR SMITH CLOSED NOMINATIONS.

Sm Closed Nominations

MAYOR SMITH, MAYOR PRO-TEM WIGGINS, COUNCILMEMBERS NIXON AND ZAMUDIO VOTED FOR ERIC HANSEN.

Sm, Wi, Ni & Za Voted For Eric Hansen
 (4 Votes)

ERIC HANSEN WAS DECLARED TEHACHAPI AIRPORT COMMISSIONER, TERM EXPIRING ON JUNE 30, 2017.

Appointed Eric Hansen To The Tehachapi Airport Commission

5. The Tehachapi City Council will appoint two members to the City of Tehachapi Planning Commission to fill the vacancies created by Commissioners Charles White and Daryl Christensen's expiration of terms. These two appointments will fill four year terms which expire on June 30, 2017. The City Clerk's office received applications from Charles White, Daryl Christensen and James Pack – DEPUTY CITY CLERK ASHLEY WHITMORE GAVE REPORT; EACH APPLICANT ADDRESSED THE COUNCIL.

MAYOR SMITH OPENED NOMINATIONS.

Sm Opened Nominations

COUNCILMEMBER WIGGINS NOMINATED CHARLES WHITE

Wi Nominated Charles White

COUNCILMEMBER ZAMUDIO NOMINATED DARYL CHRISTENSEN

Za Nominated Daryl Christensen

MAYOR SMITH CLOSED NOMINATIONS.

Sm Closed Nominations

ACTION TAKEN

MAYOR SMITH, MAYOR PRO-TEM WIGGINS, COUNCILMEMBERS NIXON AND ZAMUDIO VOTED FOR CHARLES WHITE.

Sm, Wi, Ni & Za Voted For Charles White
(4 Votes)

MAYOR SMITH, MAYOR PRO-TEM WIGGINS, COUNCILMEMBERS NIXON AND ZAMUDIO VOTED FOR DARYL CHRISTENSEN.

Sm, Wi, Ni & Za Voted For Daryl Christensen
(4 Votes)

CHARLES WHITE AND DARYL CHRISTENSEN WERE DECLARED TEHACHAPI PLANNING COMMISSIONERS, TERM EXPIRING ON JUNE 30, 2017.

Appointed Charles White and Daryl Christensen to the Tehachapi Planning Commission

- *6. As part of the City’s Weed Abatement Program, the City can recoup its cost of abatement on noncompliant properties by placing a tax lien against the property. Prior to placing a lien on a property, the City Council must adopt a resolution confirming the approval by the City Clerk of certain properties in the City of Tehachapi for the abatement of certain weeds and rubbish – **ADOPTED RESOLUTION NUMBER 29-13 CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH.**

Adopted Res. No. 29-13 Confirming The Approval By The City Clerk Of Certain Properties In The City Of Tehachapi For The Abatement Of Certain Weeds & Rubbish
Ni/Wi Motion Carried
Ab: Gr

FINANCE DIRECTOR REPORTS

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

Authorized Payments
Ni/Wi Motion Carried
Ab: Gr

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

Received Report
Ni/Wi Motion Carried
Ab: Gr

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

Approved The Job Description & Salary Range For The Position Of Human Resources Coordinator & Change Christie Copus’ Position From Accounting Specialist To Human Resources Coordinator
Ni/Wi Motion Carried
Ab: Gr

AIRPORT MANAGER REPORTS

10. Development of an Instrument Approach Procedure – **AIRPORT MANAGER TOM GLASGOW GAVE REPORT; COUNCILMEMBER NIXON EXPRESSED HER SUPPORT OF PROJECT AND OF THE AIRPORT; MAYOR SMITH ASKED ABOUT DOLLAR AMOUNTS; BUDGETED \$25,000 TO COVER THE CITY’S MATCH AND CONTINGENCY AND DIRECTED STAFF TO SOLICIT BIDS FOR THE INSTRUMENT APPROACH MARKINGS AND LIGHTING PROJECT.**

Budgeted \$25,000 To Cover The City’s Match & Contingency & Directed Staff To Solicit Bids For The Instrument Approach Markings And Lighting Project
Ni/Wi Motion Carried
Ab: Gr

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

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

Adopted The Mitigated Negative Declaration Of The Snyder Well Intertie Project Towards Complying With The Proposition 84 Grant Requirements
Ni/Wi Motion Carried
Ab: Gr

ACTION TAKEN

CITY ENGINEER REPORTS

12. On-call Geotechnical Engineering Services Request for Qualifications – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; APPROVED THE SELECTION OF BSK, INC. AS THE PREFERRED CONSULTANT TO SUPPLY ON-CALL GEOTECHNICAL SERVICES FOR TRANSPORTATION PROJECTS AND AUTHORIZED THE MAYOR TO ENTER INTO A TWO-YEAR AGREEMENT FOR SAME**

Approved The Selection Of BSK, Inc. As The Preferred Consultant To Supply On-Call Geotechnical Services For Transportation Projects & Authorized The Mayor To Enter Into A Two-Year Agreement For Same
 Wi/Za Motion Carried
 Ab: Gr

13. Antelope Run Bike Path easements transfer from Tehachapi-Cummings County Water District to the City of Tehachapi – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; MAYOR SMITH COMMENTED ON THE PROJECT; ACCEPTED THE PROPOSED BIKE PATH EASEMENTS AND APPROVED THE MAYOR TO SIGN THE TRANSFER AGREEMENTS WITH TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT**

Accepted The Proposed Bike Path Easements & Approved The Mayor To Sign The Transfer Agreements With Tehachapi-Cummings County Water District
 Ni/Za Motion Carried
 Ab: Gr

14. Highway Safety Improvement Program application for East Tehachapi Traffic Corridor –**PRESENTATION**

Tabled

CITY MANAGER REPORTS

*15. Second Amendment to the Mountain Maintenance agreement for janitorial services – **APPROVED THE AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND MOUNTAIN MAINTENANCE, INC. FOR JANITORIAL SERVICES AT CERTAIN CITY FACILITIES**

Approved The Amendment To The Agreement Between C.O.T. & Mountain Maintenance, Inc. For Janitorial Services At Certain City Facilities
 Ni/Wi Motion Carried
 Ab: Gr

*16. Employees’ contribution rate change for California Public Employees’ Retirement System – **ADOPTED RESOLUTION NUMBERS 30-13 and 31-13 LOWERING THE EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND PUBLIC SAFETY EMPLOYEES’**

Adopted Res. No.’s 30-13 & 31-13 Lowering The Employer Paid Member Contributions For Miscellaneous & Public Safety Employees’
 Ni/Wi Motion Carried
 Ab: Gr

17. Proposed sale of 108 Pinon Street and adjacent lot – **CITY MANAGER GREG GARRETT GAVE REPORT; APPROVED THE SALE OF CITY PROPERTY LOCATED AT 108 PINON STREET AND THE ADJACENT LOT (APN#’S 417-141-02 AND 417-141-01 RESPECTIVELY); DIRECTED STAFF TO PRESENT THE MATTER TO THE PLANNING COMMISSION FOR CONSISTENCY WITH THE GENERAL PLAN; AUTHORIZED THE CITY MANAGER TO IDENTIFY AND HIRE AN APPRAISER; AUTHORIZED THE CITY MANAGER TO IDENTIFY AND HIRE A REAL ESTATE BROKER; AND AUTHORIZED THE MAYOR TO SIGN A BROKERAGE AGREEMENT WITH SAID BROKER, FOR A COMMISSION NOT TO EXCEED 6%, UPON APPROVAL OF THE AGREEMENT BY THE CITY ATTORNEY**

Approved The Sale Of City Property Located At 108 Pinon Street & The Adjacent Lot (APN#’S 417-141-02 And 417-141-01 Respectively); Directed Staff To Present The Matter To The Planning Commission For Consistency With The General Plan; Authorized The City Manager To Identify & Hire An Appraiser; Authorized The City Manager To Identify & Hire A Real Estate Broker; & Authorized The Mayor To Sign A Brokerage Agreement With Said Broker, For A Commission Not To Exceed 6%, Upon Approval Of The Agreement By The City Attorney
 Ni/Wi Motion Carried

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Zamudio thanked the new board members of Main Street.
2. Councilmember Nixon spoke about the upcoming Savor the Flavor event.
3. Councilmember Grimes spoke about the upcoming Relay for Life event on Saturday.

CLOSED SESSION

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

ADJOURNMENT

The City Council/Boards adjourned at 7:05 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, August 5, 2013, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 19th day
Of August, 2013.

PHILIP SMITH
Mayor, City of Tehachapi

Ab: Gr

NAT

Approved Minutes
Wi/Ni Ayes All

Tehachapi City Council Regular Meeting – July 15, 2013
Tehachapi Redevelopment Successor Agency Regular Meeting
Tehachapi Public Financing Authority Regular Meeting And
Tehachapi City Financing Corporation Regular Meeting

ACTION TAKEN

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MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, August 5, 2013 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Zamudio</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Pastor Michael Clark of Calvary Chapel</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Grimes</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda.</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Bill Mason spoke regarding Re-Connect California Grant program. b. Nancy Longcrier, property owner, spoke regarding city sign ordinance. c. Bob Bakeman, LOOM, addressed council and public regarding sale of Good Time Badges for upcoming Tehachapi Mountain Festival. 	<p style="text-align: right;">Approved Consent Agenda Gr/Ni Ayes All</p>
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CITY CLERK REPORTS

- *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 – DEPUTY CITY CLERK ASHLEY WHITMORE SPOKE ABOUT CONDITIONS FOR CAR SHOW; IDA CHAMBER OF COMMERCE GAVE REPORT AND THANKED CITY FOR SUPPORT OF EVENT; APPROVED 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 – ADOPTED RESOLUTION NUMBER 32-13 CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH**

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

Approved The Tehachapi Mountain Festival & Car Show Special Event Applications Subject To City Conditions
Ni/Wi

Adopted Res. No. 32-13 Confirming The Approval By The City Clerk Of Certain Properties In The City Of Tehachapi For The Abatement Of Certain Weeds & Rubbish
Gr/Ni Ayes All

FINANCE DIRECTOR REPORTS

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

Authorized Payments
Gr/Ni Ayes All

UTILITY MANAGER REPORTS

- 6. **Introduction of ordinance amending Ordinance No. 636 to provide for responsibility for maintenance and repair of sewer laterals – UTILITY MANAGER JON CURRY GAVE REPORT; INTRODUCED ORDINANCE**

Introduced Ordinance
Gr/Wi

POLICE CHIEF REPORTS

- 7. **Mutual aid agreement between the California Department of Corrections (CDCR) and the City of Tehachapi – POLICE CHIEF KERMODE GAVE STAFF REPORT; CARL GEHRICKE, CITY RESIDENT, VOICED CONCERNS ABOUT CITY OFFICER SAFETY AT PRISON; AUTHORIZED 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 – POLICE CHIEF KERMODE GAVE REPORT; CRAIG BRITTON, CITY RESIDENT, SPOKE AGAINST ORDINANCE REGULATING RESIDENCE USE; INTRODUCED ORDINANCE**

Authorized The Mayor & Police Chief To Sign The CDCR Mutual Aid Agreement, Subject To City Manager & City Attorney Approval
Gr/Ni

Introduced Ordinance
Ni/Wi

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.**

Authorized The City Attorney To Attend Annual Meeting Of The League Of California Cities For A

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 – **AUTHORIZED THE CITY ATTORNEY TO ATTEND ANNUAL MEETING OF THE LEAGUE OF CALIFORNIA CITIES FOR A TOTAL COST OF \$264.00**

Total Cost Of \$264.00
Gr/Ni Ayes All

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Zamudio spoke about Savor the Flavor event
2. Councilmember Nixon gave update on Savor the Flavor event success.
3. Councilmember Grimes spoke about upcoming trip to Sacramento where he will represent the City with ACCAPS next week.
4. Mayor Smith gave update from KernCOG improvements in Kern County and about Challenger Drive Extension project.

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

The City Council/Boards adjourned at 7:22 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, August 19, 2013, at 6:00 p.m.

Approved this 19th day
Of August, 2013.

PHILIP SMITH
Mayor, City of Tehachapi

DENISE JONES, CMC
City Clerk, City of Tehachapi



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: AUGUST 19, 2013 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: AUGUST 15, 2013

SUBJECT: SPECIAL EVENT APPLICATIONS – TARMAC RUN & WAR BIRD FLY-IN

APPLICANT AND ORGANIZATION

LeAnn Williams, TVRPD & Kim Nixon, Friends of the Tehachapi Airport

EVENT DESCRIPTION

The Tarmac Run and War Bird Fly-In will be held on September 28, 2013 from 7:00 am – 4:00 at the Tehachapi Municipal Airport. The Run will consist of a 5K and kids 1 mile run beginning at 8am. The War Bird Fly-in will begin at 10am and include 3 vendors, an aviation memorabilia display and small group of classic military vehicles. This event is open to the public.

APPLICANT REQUESTS

- Closure of the Tehachapi Municipal Airport Runway from 7 am – 4 pm

STAFF CONDITIONS

Administration: All City facilities must be properly cleaned immediately following the close of the event.

RECOMMENDATION

APPROVE THE TARMAC RUN & WAR BIRD FLY-IN SPECIAL EVENT APPLICATIONS AND ASSOCIATED AIRPORT CLOSURE SUBJECT TO CITY CONDITIONS

SPECIAL USE/EVENT APPLICATION

Organization Friends of the Tehachapi Airport

Event Contact Kim Nixon/ Tom Glasgow Phone Number +1 (661) 822-1503

Address 536 East D Street

City Tehachapi State CA Zip Code 93561

E-mail Address kimnixon5123@gmail.com

Event Name Tehachapi War Bird Fly-in

Event Location Tehachapi Municipal Airport

Event Date(s) Sept. 28, 2013 Event Time(s) 10:00am - 4:00pm

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

Various war birds from nearby areas will be flying into Tehachapi Municipal Airport between 10 - 11 am for viewing by the public. The war birds will depart between 2 - 4 pm.

There will be 3 vendors selling food, drinks & snacks, a display of aviation memorabilia and a small group of classic military vehicles.

Is the event open to the Public? Yes No Is event for money raising purposes? Yes No

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

Will there be vendors at your event? Yes No If yes, how many? _____

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name Tehachapi War Bird Fly-in

Event Date(s)

SAT/SEPT 28

Please Describe How The Following Will Be Accomplished:

Street Barricades Provided by the Airport around the perimeter of the east transient parking.

Traffic Control Civil Air Patrol & Tehachapi Explorers

Crowd Control Civil Air Patrol & Tehachapi Explorers

Utility Services: Water, Sewer, Electric Electricity in Aviator Park

Lights n/a

Dust Control n/a

Site Clean-up & Maintenance Various volunteers

Security n/a

Site Facilities Benz Sanitation

Health Dept. n/a

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

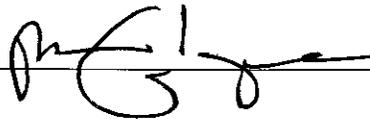
I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190. 62 for the first call out of the day) and is subject to change.

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

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

Applicant Signature



Date

8-14-13

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

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

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;

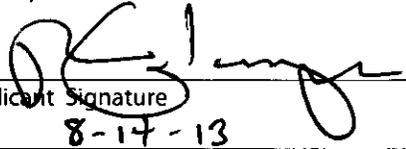
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(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
8-17-13

Date



SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Valley Recreation and Parks District

Event Contact LeAnn Williams Phone Number 6618223228

Address 490 West D Street

City Tehachapi State CA Zip Code 93561

E-mail Address l.williams@tvrpd.org

Event Name Tarmac 5K and Kids 1 Mile Runway Run

Event Location Tehachapi Airport

Event Date(s) 28 September 2013 Event Time(s) 0700 Registration 0800 5K race 0845 kids 1 mile run

Describe Event: (Street Closures, Activities, Participation, Etc.)
The kids 1 mile run will start at the East end of the Tarmac, run 1/2 mile down tarmac and loop back to the finish.
The Tarmac 5K will run on the Tarmac, loop around the airport grounds and end on the Tarmac.
The 5K is projected to have approximately 150-200 participants. The kids 1 mile runway run is projected to have approximately 100 participants.
The 5K participants 21 years and older will be given 1 to 2 beers at the finish line in the park on the airport grounds. These participants will show valid ID at check-in and receive a wrist band.

Insurance is on file for this race with the City of Tehachapi

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? All money will be put back into the Tarmac 5K for next year.

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? working with Main Street to secure ABC license

*emailed
8/5/13*

Event Name Tarmac 5K and Kids 1 Mile Runway Run

Event Date(s) 28 September 2013

Please Describe How The Following Will Be Accomplished:

Street Barricades work with Airport staff to mark course

Traffic Control NA

Crowd Control TVRPD volunteers

Utility Services: Water, Sewer, Electric NA

Lights NA

Dust Control NA

Site Clean-up & Maintenance TVRPD volunteers

Security TVRPD

Site Facilities Airport

Health Dept. NA

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

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Date 31 July 2013

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

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

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(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;

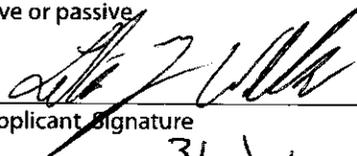
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(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction 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.

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INDEMNIFICATION

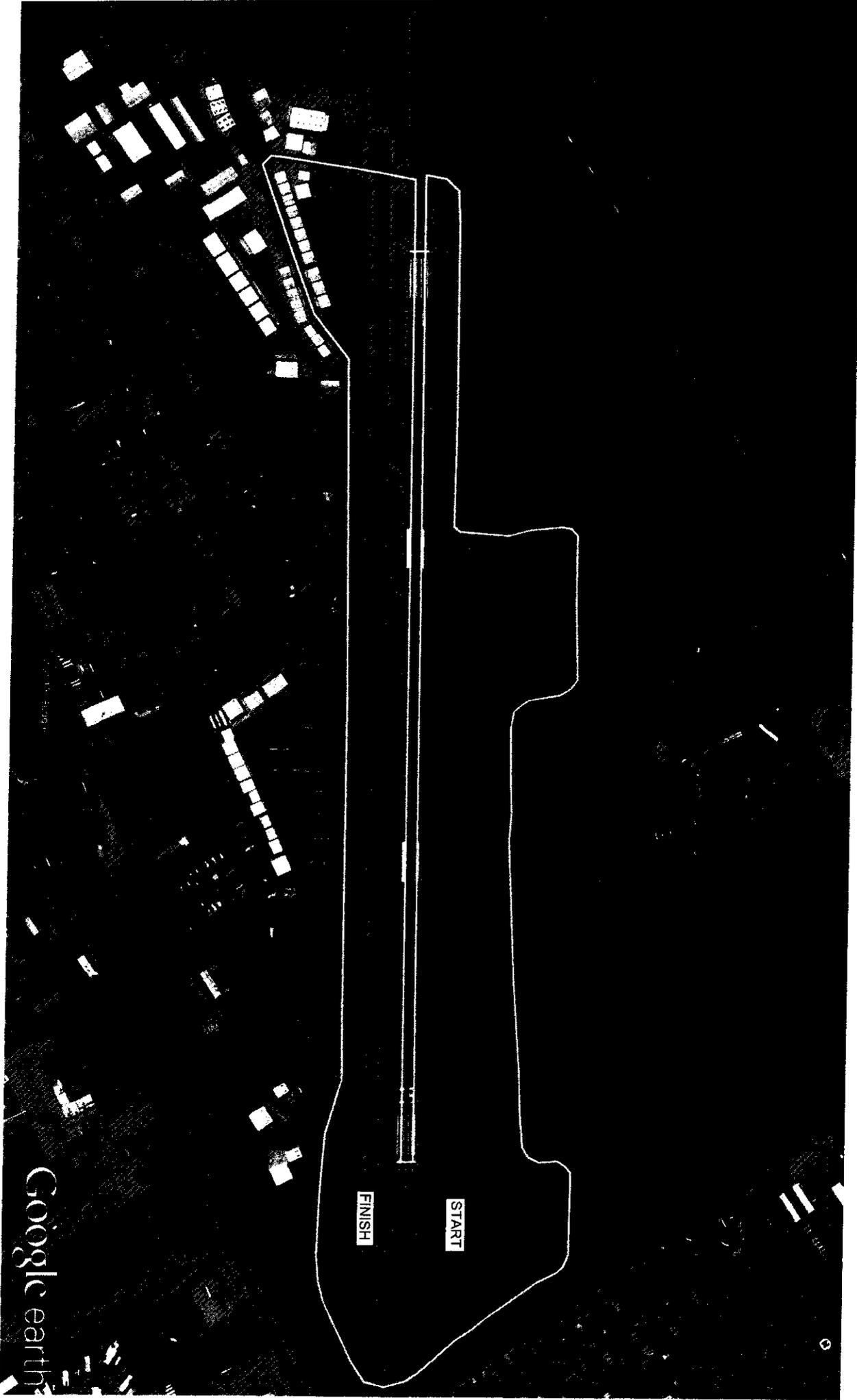
Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of 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
31 July 2013

Date





Google earth

0

JUL 30 2013

CERTIFICATE NO.

ISSUE DATE (MM/DD/YYYY)

GL1-4376	AI	CITY OF TEHACHAPI CERTIFICATE OF COVERAGE	07/25/2013
----------	----	--	------------

CSAC Excess Insurance Authority
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450
 PHONE (949) 756-0271 / FAX (619) 699-0901
 LICENSE #0C36861

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A - CSAC Excess Insurance Authority**

Member:
 CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY/(CAPRI)
 ATTN: PAT CABULAGAN
 6341 AUBURN BLVD, SUITE A
 CITRUS HEIGHTS, CA 95621-5203

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	<input type="checkbox"/> <input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> Excess Auto Liability <input checked="" type="checkbox"/> Excess Errors & Omissions	EIA-PE 13 EL-79	07/01/2013	07/01/2014	Difference between \$2,000,000 and the Member's Self-Insured Retention of \$1,000,000 Completed Operations Aggregate Applies

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT BETWEEN TEHACHAPI VALLEY RECREATION AND PARK DISTRICT AND CITY OF TEHACHAPI FOR USE FOR THE SUMMER FUN RUN ON AUGUST 17, AND THE TARMAC 5K & KIDS 1 MILE RUN ON SEPT 28, 2013, AND IN MARCH OR APRIL OF 2014, THE RUN LIKE THE WIND RUN.

THE CITY OF TEHACHAPI, ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

TEHACHAPI VALLEY RECREATION AND PARK DISTRICT IS A MEMBER OF CALIFORNIA ASSOCIATION FOR PARK AND RECREATION INDEMNITY/(CAPRI)

Certificate Holder

CITY OF TEHACHAPI
 115 S. ROBINSON ST.
 TEHACHAPI, CA 93561

Cancellation
 SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

ENDORSEMENT NO. U-1

**CSAC EXCESS INSURANCE AUTHORITY
GENERAL LIABILITY I**

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____

Memorandum No.: PER ATTACHED CERTIFICATE OF COVERAGE

Issue Date: July 1, 2013

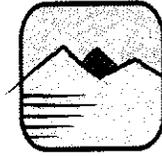


Authorized Representative
CSAC Excess Insurance Authority

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 8/14/2013 - 3:05 PM



CITY OF TEHACHAPI CALIFORNIA

		Check Amount
Check No:	0 Check Date:	
Vendor:	0015 211 Praxair Distribution Inc.	
46689074	PWindustrial acetylene/high press 100cf	125.95
		125.95
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories, Inc.	
B149880	Wtr/samples/Curry Resv	15.00
B150007 1	Wtr/samples/Mojave Well/Tanglewood/Pinon W	50.00
B150007 2	Wtr/samples/Mojave Well/Tanglewood/Pinon W	36.00
B150280	Wtr/samples/Mojave-Dennison Wells	30.00
B150407	Swr/samples/WWTP Headworks	325.00
B150615 1	Wtr/samples/Hayes/Alder/Fairoak dr/Wahstrom	50.00
B150615 2	Wtr/samples/Hayes/Alder/Fairoak dr/Wahstrom	36.00
B150826	Wtr/samples/Curry Resv	15.00
B150827	Wtr/samples/Mojave-Dennison Wells	30.00
B150933	Wtr/samples/Curry Resv	15.00
B150934	Wtr/samples/Mojave-Dennison Wells	30.00
B150987	Swr/samples/WWTP Headworks	325.00
B151050 1	Wtr/samples/Highline Resv/Minton Well/Canyon	50.00
B151050 2	Wtr/samples/Highline Resv/Minton Well/Canyon	36.00
		1,043.00
Check No:	0 Check Date:	
Vendor:	0041 Benz Propane Company, Inc.	
238238004	Cnstrc/bll reducers/compssn tees/regulators/valv	384.22
		384.22
Check No:	0 Check Date:	
Vendor:	0193 Hach Company	
2089826	Swr/return/ee conductivity probe	-378.40
8387859	Swr/return/lab conductivity kit/ee ph gel probe	1,938.00
8405573	Swr/benchttop meter	1,494.25
		3,053.85
Check No:	0 Check Date:	
Vendor:	0249 K-Mart	
7994	Swr/baking soda	2.67
		2.67
Check No:	0 Check Date:	
Vendor:	0263 Lebeau, Thelen, LLP	
1	Legal services-extra/Kern Pacific Construction	494.00
10	Legal services-extra/Broome Family Trust	133.00
26	Legal services-extra/WalMart CEQA litigation	1,017.59
56	Legal services-extra	76.00

		1,720.59
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140178595	PW/srvc chrg/twl cntr/mat/disp/tt/cov twl	87.42
140179985	PW/srvc chrg/twl cntr/mat/disp/tt/cov twl	92.22
140179986	Swr/dust mop/mats/srvc chrg	35.09
140181363	PW/srvc chrg/mats/twl cntr/hndcl/cov	87.42
140182759	PW/srvc chrg/cover auto/mats/tt/twls	92.22
140182760	Swr/dust mop/mats/srvc chrg	35.09
		429.46
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	
2204058	Swr/KC gate fee/3yd bin/recycling fee	132.89
		132.89
Check No:	0 Check Date:	
Vendor:	0310 Willdan Financial Services	
010-21472 1	Admin fees/Heritage Oaks	148.61
010-21472 2	Admin fees/Clear View	96.89
010-21472 3	Admin fees/Autumn Hills KB	169.51
010-21472 4	Admin fees/Alta Homes	545.15
010-21472 5	Admin fees/KB Orchard Glen-Dnnsn	494.19
010-21472 6	Admin fees/Mullberry Place	21.67
010-21472 7	Admin fees/Mill Street cottages	27.92
010-21472 8	Admin fees/Teh blv Superior Cnst	21.81
		1,525.75
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0263494	PW/ fuel	379.92
0263575	PW/ fuel/diesel fuel	601.26
0263678	PW/fuel/diesel fuel	625.27
0263767	PW/ fuel	359.90
		1,966.35
Check No:	0 Check Date:	
Vendor:	0399 Sparkletts	
080113	Swr/bottled water/cooler rental	328.65
		328.65
Check No:	0 Check Date:	
Vendor:	0424 Greater Tehachapi Chamber of Commerce	
080613	GG/fall business showcase booth	225.00
1210	GG/July luncheon	45.00
		270.00
Check No:	0 Check Date:	
Vendor:	0426 Tehachapi-Cummings County Water District	
1092290	Wtr usage/Median	59.04
11291700	Wtr usage/Benz Santation	201.51
21746400	Wtr usage/Landscaping	1,338.40
2612500	Wtr usage/Henway	119.10
39620000	Wtr usage/Warrior Park	2,195.58
41424100	Wtr usage/Chemtool	650.53
688145	Wtr usage/TUSD	16,118.63

		20,682.79
Check No:	0 Check Date:	
Vendor:	0431 Tehachapi News	
13218407	CD/Notice of availability	639.00
13219496	GG/Airport commission	90.00
13219504	GG/Planning commission	90.00
13221007	GG/Ordinance No. 13-02/Ordinance 13-05-711	202.50
13224486	Hotdog Festival/thank you	117.00
13224486	Hotdog Festival/thank you	117.00
13226146	GG/Comm srv Officer	332.00
13235692	GG/Notice of hearing	121.25
2542699	GG/finance charge	2.95
		1,711.70
Check No:	0 Check Date:	
Vendor:	0441 Vulcan Materials Company	
70002395	PW/5sk pm ae	763.37
		763.37
Check No:	0 Check Date:	
Vendor:	0445 Tehachapi Senior Center, Inc.	
080113	Senior Nutrition Program/August 2013	100.00
		100.00
Check No:	0 Check Date:	
Vendor:	0447 Underground Service Alert a California Corporat	
13070324	Wtr/annual membership	207.36
		207.36
Check No:	0 Check Date:	
Vendor:	0448 Union Bank Corporate Trust Division	
11367	Admin fees/89-2 Summit assessment district	1,060.00
11368	Admin fees/89-3 Teh blv improvement	1,060.00
		2,120.00
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
128271	GG/receptacle swing type snt/folders/paper/bind	241.69
128275	GG/ltr pad	21.33
128296	GG/inkcart	54.12
128306 1	PD/butterfly clamps	5.04
128306 2	PD/windex cleaner/sdnfct wipes	183.04
128323	CD/inkcart	85.39
128333	GG/folders	13.96
128369	GG/lanyards/lubricant/labels	55.68
128406	GG/hang folders/labels/folders/file jacket	111.09
128407	Wtr/6'x6' corner desk	848.18
128408	GG/folder end tb/pocket file/note pstit/labels	179.77
128494	GG/calculator/staples/stor files/paper	191.22
128512	GG/labels/refills	38.74
128586	GG/fldr hangers/adrs/labels/paper/pens/hiligher:	343.35
128633	CD/folders	27.93
		2,400.53
Check No:	0 Check Date:	
Vendor:	0817 Kimball Midwest	

3088292	PW/terminal/fuse/screws/cap/metric cs/washers/	375.57
		<hr/> 375.57
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	
4359	PW/alum faced panel signs/no parking/art work	2,916.48
4360	GG/envelopes	130.08
		<hr/> 3,046.56
Check No:	0 Check Date:	
Vendor:	1286 M&M's Sports Uniforms & Embroidery	
28853	GG/desk plates/engraving	178.34
28868	GG/logo/embro/hats	891.13
28870	PD/hem pants	8.60
28889	GG/design 2 hat/fashion visor	257.48
28890	PD/tailoring	24.19
28897	GG/design 2 flats	11.29
29004	Public Benches/plaque	234.67
		<hr/> 1,605.70
Check No:	0 Check Date:	
Vendor:	1313 Certified Laboratories	
1163980	PW/bath tiss/hand towels	227.10
1163980 2	GG/bath tiss/pp towels	187.42
1163980 3	A/bath tiss	97.27
1163980 4	A/bath tiss	100.54
1163980 5	Depot/bath tissue/towels	86.88
1172863	A/c fold towels	60.51
1172864	A/c fold towels	60.51
		<hr/> 820.23
Check No:	0 Check Date:	
Vendor:	1321 Culligan Water Conditioning	
080113	PD/acd rental	58.00
		<hr/> 58.00
Check No:	0 Check Date:	
Vendor:	1505 Benz Construction Services	
2198179	Hotdog Festival/rolloff serv/KC recyc-gate fee	364.18
2198221	Hotdog Festival/toilet serv/rent	690.00
2198222	Hotdog Festival/toilet serv/rent	390.00
		<hr/> 1,444.18
Check No:	0 Check Date:	
Vendor:	1676 The Human Extension Tec	
16300	PD/hard drive	96.74
		<hr/> 96.74
Check No:	0 Check Date:	
Vendor:	1695 Applegate Garden Florist	
033235/1	GG/fresh arrangment	50.53
		<hr/> 50.53
Check No:	0 Check Date:	
Vendor:	1708 JoRonCo Rentals	
038005	Hotdog Festival/canopy/side wall/stage	2,710.50
038006	Hotdog Festival/canopy/side wall/food booth/tab	2,624.41

		5,334.91
Check No:	0 Check Date:	
Vendor:	1729 Alpha Landscape Maintenance	
11670 1	PW/5 gln plants	219.00
11670 2	Lndscp/15 gll trees	127.50
11670 3	Lndscp/15 gll trees	127.50
11670 4	Lndscp/15 gil trees	127.50
11697 1	GG/Market Place/Union Pacific	0.83
11697 10	Strt/Heritage Oaks	8.21
11697 11	Strt/KB/Dennison	22.99
11697 12	Strt/Dennison street	2.46
11697 13	Lndscp/Clear View	0.82
11697 14	GG/Pioneer Park	2.47
11697 15	GG/Old Town planter	0.83
11697 16	Lndscp/Mill street cottages	0.41
11697 17	GG/old fire house on Pinon	0.83
11697 18	GG/Robinson Park	0.82
11697 19	GG/Taco Sandwich	0.82
11697 2	Strt/Mill street island	2.46
11697 20	GG/Senior center	0.82
11697 21	GG/Railroad Depot	1.64
11697 22	GG/Robinson parking lot	0.41
11697 3	Strt/Capital Hills	1.64
11697 4	Lndscp/Manzanita Park	2.46
11697 5	Lndscp/KB tract/Highland	0.82
11697 6	Lndscp/Alta tract/Warrior Park	18.89
11697 7	Lndscp/Alta Parkway lawns	1.64
11697 8	Lndscp/Alta planters/Highline & tract	8.21
11697 9	Strt/South Curry	1.64
		683.62
Check No:	0 Check Date:	
Vendor:	1801 HD Supply Waterworks, LTD	
B088824	Wtr/	305.28
B201535	Wtr/sad 6x2ip/corp stop mipxmip	641.70
B201753	Wtr/cplg/ball valve/galv plug square	69.46
B208041	Wtr/pvc restraint/quantum/gv ol l/acc	730.47
		1,746.91
Check No:	0 Check Date:	
Vendor:	1947 Tehachapi Lawn and Garden	
0088	PW/air filter for kohler/pre filter	42.98
0089	PW/helmet set/shain saw chaps	128.98
0090	PW/spindle assembly/housing/bolte	89.06
0091	PW/husky saw bar adjuster repairs/parts/oil	91.45
0092	PW/husgvarna 345 saw repair/parts	125.92
0093	PW/tank mount kit/concret saw repair	39.63
5050	PW/gater line	81.67
		599.69
Check No:	0 Check Date:	
Vendor:	2071 Business Aviation Insurance	
1004	A/liability/renewal	7,790.00
		7,790.00
Check No:	0 Check Date:	
Vendor:	2111 Swift Napa Auto Parts	

			Check Amount
783714		Wtr/diesl exst fld	30.08
783810		PW/fab loom-split poly/loom/cir brkr/freon/core	138.55
784997		PW/bulb	12.86
			181.49
Check No:	0	Check Date:	
Vendor:	2134	Ferguson Enterprises Inc	
9563521		PW/tee/90ell/flux/acid brush/wire hdl	291.11
			291.11
Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
0196622		GG/coffee	112.00
196924		GG/coffee/supplies	131.20
JUL3621		GG/rental water cooler	26.95
			270.15
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1307036		Swr/calcium hypochlorite	1,533.15
1307093		Wtr/chlor sol	1,405.14
1307236		Wtr/chlor sol	878.21
			3,816.50
Check No:	0	Check Date:	
Vendor:	2201	SC Communications, Inc.	
93956		PD/reprogramming & fcc check of radios	204.00
			204.00
Check No:	0	Check Date:	
Vendor:	2503	St. Malachy	
073013		Special Event Insurance Deposit/refund	200.00
			200.00
Check No:	0	Check Date:	
Vendor:	2589	Jerome's Tractor Service	
435		PW/move in fee/tractor/labor	2,845.00
436		PW/move in fee/tractor	780.00
437		PW/move in fee/tractor/labor	570.00
438		PW/move in fee/labor	290.00
439		PW/move in fee/tractor/labor	395.00
440		PW/move in fee	150.00
441		PW/move in fee	150.00
442		PW/move in fee	150.00
443		PW/move in fee	150.00
444		PW/move in fee/tractor	2,250.00
445		PW/move in fee/tractor/labor	745.00
448		A/mow 35.0 ac/mow 25.0 ac	2,500.00
			10,975.00
Check No:	0	Check Date:	
Vendor:	2593	SWRCB	
081413 1		PW/Permit registration fee	100.00
081413 2		SWR/Permit registration fee	100.00
			200.00
Check No:	0	Check Date:	

Vendor:	2636 High Desert Wireless Broadband Communicatio	
30049	IT/vessraid/video storage	6,708.48
		<hr/>
		6,708.48
Check No:	0 Check Date:	
Vendor:	2676 USPS-Hasler	
072513	GG/postage	1,000.00
		<hr/>
		1,000.00
Check No:	0 Check Date:	
Vendor:	2752 Fastenal Company	
CATEH2088	Wtr/filters/face resprtr	105.08
CATEH2092	PW/oil lube system 50ft	1,397.49
CATEH2100	Wtr/qwik stik	77.46
		<hr/>
		1,580.03
Check No:	0 Check Date:	
Vendor:	2776 Consolidated Electrical Dist.	
0351-407822	GG/150w univ mh lamps	107.50
0351-408685	GG/600v cc td fuse	120.81
		<hr/>
		228.31
Check No:	0 Check Date:	
Vendor:	2892 Mountain Maintenance Group, Inc.	
4559 1	GG/cleaning/City	960.00
4559 2	PD/cleaning	1,125.00
4559 3	Depot/cleaning	750.00
4559 4	A/cleaning	255.00
4559 5	WWTP/cleaning	510.00
		<hr/>
		3,600.00
Check No:	0 Check Date:	
Vendor:	3039 Aspen Builders Inc.	
072213	Refund/overpymnt/Business License FY 2011/20	87.50
		<hr/>
		87.50
Check No:	0 Check Date:	
Vendor:	3051 Tehachapi Transmissions, Inc.	
004737	PD/master cylinder remove & replace/headlamp	879.42
4711	PD/oil filter/motor oil	45.80
		<hr/>
		925.22
Check No:	0 Check Date:	
Vendor:	3173 Soto Tire & Wheels	
072413	PD/tires	465.00
080313	PD/tires	310.00
		<hr/>
		775.00
Check No:	0 Check Date:	
Vendor:	3217 Office Depot	
664498043001	PD/paper/envelopes/note od/binder clips/perf pa	218.89
664498143001 1	PD/envelopes/clamps/memo book/staples	162.42
664498143001 2	PD/toner	742.02
		<hr/>
		1,123.33
Check No:	0 Check Date:	
Vendor:	3234 L.S.T. Services	

			Check Amount
791411		A/service call/locks rekeyed/duplicat keys	82.20
			<hr/> 82.20
Check No:	0	Check Date:	
Vendor:	3256	Kern County Fire Department	
14-000050		GG/standby fireworks display/safety officer	850.00
			<hr/> 850.00
Check No:	0	Check Date:	
Vendor:	3281	Statewide Traffic Safety and Signs, Inc.	
4894		Strts/barricade signs/mesh vests/grabber tube	1,472.75
			<hr/> 1,472.75
Check No:	0	Check Date:	
Vendor:	3355	Got Weeds?	
412		A/monthly wee control service	300.00
			<hr/> 300.00
Check No:	0	Check Date:	
Vendor:	3429	Independent Fire and Safety Inc.	
13645		PW/pyro chem system semi-annual maint service	106.50
			<hr/> 106.50
Check No:	0	Check Date:	
Vendor:	3437	Tehachapi Lifestyle Magazine	
2136		GG/page display ad	1,550.00
2200		GG/page display ad	1,550.00
			<hr/> 3,100.00
Check No:	0	Check Date:	
Vendor:	3503	Hercules Incorporated	
130406682		Swr/praestol k 148 l ibc 10001	3,731.96
			<hr/> 3,731.96
Check No:	0	Check Date:	
Vendor:	3546	Motorola Solutions, Inc.	
13967184		PD/battery impres/softwarechargers/remote spe	13,641.10
			<hr/> 13,641.10
Check No:	0	Check Date:	
Vendor:	3566	Volvo Rents	
222046-0001		Sump/6" chipper rental	122.58
			<hr/> 122.58
Check No:	0	Check Date:	
Vendor:	3580	Sierra Vista Apartments	
072513		Wtr/June rent	866.60
			<hr/> 866.60
Check No:	0	Check Date:	
Vendor:	3608	Kingsmen Tractor Services	
0021		PW/mow/weedeat	972.50
			<hr/> 972.50
Check No:	0	Check Date:	
Vendor:	3617	Family Life Pregancy Center	
080713		Special Event Insurance Deposit/refund security	200.00

			Check Amount
			200.00
Check No:	0	Check Date:	
Vendor:	3618	GCI Equipment Rental	
35450		Sump/chipper shredder 12" rental	967.50
			967.50
Check No:	0	Check Date:	
Vendor:	3619	Ashley Latten	
10938		GG/reimbursement for spay/neuter dog	8.00
10939		GG/reimbursement for spay/neuter dog	8.00
			16.00
Check No:	0	Check Date:	
Vendor:	3620	Merriman Hurst & Associates	
13581 & 82			1,450.00
			1,450.00
Check No:	0	Check Date:	
Vendor:	3621	Jeff Medovitch	
072413		GG/submergible pump	49.21
072413 2		GG/pool shock chemical	26.85
			76.06
Check No:	0	Check Date:	
Vendor:	3622	Van Lant & Fankhanel, LLP	
080513 1		Finance/TOT audits	10,000.00
080513 2		Finance/City's annual audit FY ending June 30 2	12,500.00
			22,500.00
		Date Totals:	145,243.64
		Report Total:	145,243.64

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 8/14/2013 - 2:16 PM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0193	Hach Company	
8363314		Swr/probe conductivity 1m cable	396.68
			396.68
Check No:	0	Check Date:	
Vendor:	0263	Lebeau, Thelen, LLP	
7		GG/legal srvc-extra/Teh rail improvement prjct	8.11
			8.11
Check No:	0	Check Date:	
Vendor:	0304	Mojave Sanitation	
2101549		PW/cash truck	22.00
2151106 1		Wtr/rolloff srvc/800 Enterprise Way	402.35
2151106 2		PW/rolloff srvc/800 Enterprise Way	402.34
2151111		Strts/rolloff service/Valley Blvd	1,739.83
			2,566.52
Check No:	0	Check Date:	
Vendor:	0719	Kern County Board of Trade	
VG2013006		GG/2013 Kern County visitor guide inside front	2,000.00
			2,000.00
Check No:	0	Check Date:	
Vendor:	1285	CA Dept of Corrections and Rehabilitation	
1800205971 1		Street Cleaning/Maint-CCI	843.38
1800205971 2		PW/CCI dedicated work crew	3,373.50
1800205971 3		Lndscp/CCI work crew	1,686.76
1800205971 4		Event Center Rodeo Grounds/CCI work crew	843.38
1800205971 5		PW/CCI work crew	843.38
			7,590.40
Check No:	0	Check Date:	
Vendor:	1947	Tehachapi Lawn and Garden	
10200		Wtr/concrete cutter/repair starter/parts	551.75
			551.75
Check No:	0	Check Date:	
Vendor:	1982	SSD Systems	
991109-A 4		GG/alarm monitoring/108 Pinon	33.00
991109-A 5		PW/alarm monitoring/800 Enterprise Way	30.00
991109-A 6		A/alarm monitoring/314 Hays str	22.00
			85.00
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1306229 2		Wtr/chlor sol	837.00

			Check Amount
			837.00
Check No:	0	Check Date:	
Vendor:	2230	CDPH-OCP	
062813		Wtr/certification fee/Grade 2/JParks	60.00
			60.00
Check No:	0	Check Date:	
Vendor:	2589	Jerome's Tractor Service	
371		PWmove in fee	150.00
			150.00
Check No:	0	Check Date:	
Vendor:	2994	Richards Watson & Gershon	
191064		Successor Agency expense/AB Z1 26 advice	1,650.00
			1,650.00
Check No:	0	Check Date:	
Vendor:	3000	Sail Thru Car Wash	
063013 1		PW/vehicle car wash	35.00
063013 2		GG/vehicle car wash	20.00
			55.00
Check No:	0	Check Date:	
Vendor:	3005	Hdl Coren & Cone	
0019380		GG/CAFR services/2012-12 Statistical reports p	595.00
			595.00
Check No:	0	Check Date:	
Vendor:	3039	Aspen Builders Inc.	
062513		PD/Construction/Pay #1 June 25 2013 thru July	185,385.85
			185,385.85
Check No:	0	Check Date:	
Vendor:	3093	Kern County Animal Control	
063013		GG/quarterly billing April 2013 thru June 2013	8,750.00
			8,750.00
Date Totals:			210,681.31
Report Total:			210,681.31

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 8/1/2013 - 9:12 AM



			Check Amount
Check No:	38461	Check Date: 08/01/2013	
Vendor:	2222	ACCAP	
072513		GG/ACCAPS dues FY 2013/2014	1,300.00
			1,300.00
Check No:	38462	Check Date: 08/01/2013	
Vendor:	1937	Department of Public Health Drinking Water	
080113		Wtr/Water treatment Cert renewal/Grade T3/JCu	90.00
			90.00
Check No:	38463	Check Date: 08/01/2013	
Vendor:	2807	Denise Gutierrez-Brown	
0804131		PD/meals allowance/training/Violent Crime Beh:	200.00
0804132		PD/parking/training/Violent Crime Behavioral A	44.00
0804133		PD/mileage/training/Violent Crime Behavioral A	86.28
			330.28
Check No:	38464	Check Date: 08/01/2013	
Vendor:	3613	Kern County District Attorney	
0730131		Control No. 13-0006/Asset Forfeiture	702.00
0730132		Control No. 12-0084/Asset Forfeiture	572.00
			1,274.00
Check No:	38465	Check Date: 08/01/2013	
Vendor:	3612	Riverside County Sheriff's Department	
072313		PD/registration/materials fee/training/MGoe	221.00
			221.00
Check No:	38466	Check Date: 08/01/2013	
Vendor:	2807	Denise Gutierrez-Brown	
0628131		PD/meals allowance/reimbursement/Orange She	31.20
0628132		PD/milage/reimbursement/Orange Sherrif's train	135.60
			166.80
Date Totals:			3,382.08
Report Total:			3,382.08

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 8/1/2013 - 3:05 PM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	38467	Check Date: 08/01/2013	
Vendor:	3614	Shelby Rolin	
080113		Business License Tax reimbursement	16.00
			<hr/>
			16.00
			<hr/>
Date Totals:			16.00
			<hr/>
			<hr/>
Report Total:			16.00
			<hr/>
			<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 8/6/2013 - 10:08 AM



			Check Amount
Check No:	38578	Check Date: 08/06/2013	
Vendor:	1851	AT&T	
070113		GG/white page account	11.83
			11.83
Check No:	38579	Check Date: 08/06/2013	
Vendor:	3274	Bright House Networks	
07112013		GG/internet services	144.52
			144.52
Check No:	38580	Check Date: 08/06/2013	
Vendor:	0096	Perrin M. Cowan	
072513		PW/mileage reimbursement/ACWA-JPIA trainin	179.67
			179.67
Check No:	38581	Check Date: 08/06/2013	
Vendor:	2113	Fuel Controls, Inc.	
78541		A/100 Octane wholesale	23,563.62
			23,563.62
Check No:	38582	Check Date: 08/06/2013	
Vendor:	0372	Southern California Edison	
1		GG/311 E D st	262.51
10		A/100 Commercial Way	175.77
11		A/101 Commercial Way	124.61
12		PD/220 W C st	-30.27
13		PD/220 W C st	29.38
13-A		PD/220 W C st	30.27
14		City Park/114 S Green st	235.67
15		Strts/Curry/D st	16.56
16		Wtr/358 E D st	4,018.17
17		Strts/213 S Curry st A	18.42
18		Strts/209 1/2 & 333 1/2 E Teh blv	117.30
19		Strts/Teh blv w/o Green	16.56
2		GG/111 W I st	31.71
20		Strts/103 Teh blv	67.76
21		Strts/101 E Teh blv # B	150.67
22		Strts/110 S Mill st	112.25
23		Strts/113 S Mojave st	125.64
24		Strts/800 S Curry st #A	47.36
25		Traffic Signal/801 Mountain View av	61.40
26		Swr/800 Enterprise	7,301.17
27		Swr/880 Enterprise	1,792.05
28		A/314 N Hayes st	183.20
29		A/9999 1/2 Hayes	79.74
3		GG/109 E Teh blv	101.46
30		A/316 S Mojave st	31.43

Check Amount

31	A/314 N Hayes st PAPI	25.75
32	A/409 Bryan ct	477.02
33	A/West end Teh Airport	32.24
34	A/314 N Hayes st #B	269.16
35	A/314 N Hayes st #G3	38.40
36	A/Dennison S/O Hwy 58	150.37
37	LLD Mill St Cottages/329 1/2 D st	110.22
38	LLD Clear View/318 E E st	81.87
4	GG/1125 Capital Hills	25.80
5	GG/200 W Teh blv	29.91
6	GG/115 S Robinson st	1,636.75
7	PD/129 E F st	1,816.16
8	GG/303 E D st	35.75
9	GG/108 Pinon st	44.04

19,874.23

Check No: 38583 Check Date: 08/06/2013

Vendor: 3011 Verizon Wireless

9708414671 1	GG/Mobile Broadband	38.01
9708414671 2	A/Mobile Broadband	38.01
9708414671 3	GG/Mobile Broadband	38.01
9708414671 4	A/Mobile Broadband	29.65
9708414671 5	PW/Mobile Broadband	29.65
9708414671 6	GG/Mobile Broadband	29.65
9708414671 7	CD/Mobile Broadband	29.65
9708414671 8	Wtr/Mobile Broadband	15.01
9708414671 9	Swr/Mobile Broadband	15.01
9708495353 1	Wtr/Mobile Broadband	15.01
9708495353 2	Swr/Mobile Broadband	15.01

292.67

Date Totals: 44,066.54

Report Total: 44,066.54

Accounts Payable

Checks by Date - Detail By Check Date

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			Check Amount
Check No:	38584	Check Date: 08/06/2013	
Vendor:	2940	U.S. Bank Corporate Payment System	
000030		PD/meals/FBI course	14.64
011030		GG/meals/TVRPD mtg	51.42
012053		A/Toxic main/US Cal EPA fee/permit	150.00
062513		PD/PODS rent	160.18
062813		GG/software app/asphalt distress manual	1,077.50
062813 2		GG/APWA membership	85.00
064403		PD/meals/FBI course	23.03
180460644		Swr/HP procure	621.33
19174772		CD/Get Well flowers/KPeters	47.94
239		PD/lodging/FBI course	184.00
32400999		GG/lodging/GBenedict	190.55
32401000		GG/lodging/DJones	190.55
6604623900019		PW/safety signs/posters	193.46
7361		GG/ads	22.55
8928		GG/ads	17.98
XJ5T37561		A/Dell computer	1,809.67
			4,839.80

Check No:	38585	Check Date: 08/06/2013	
Vendor:	2940	U.S. Bank Corporate Payment System	
000005		GG/tablecovers/paper products	61.81
0012455		PD/50lb type s lime	35.43
046460		GG/towels/alum foil/wipes/salad tongs/roastrs	21.50
047533		PWmanual	457.00
0543		GG/ads	25.54
055734		Wtr/fuel	60.00
057247		GG/grocery/meats	329.37
062339		GG/12gl tub/3pc tool set/bottled water/soft drink	129.72
067109		GG/meals	81.00
070813		Wtr/deluxe car wash	8.00
0717131		PW/dust mask/shovels	852.45
0717132		PW/dust mask/shovels	852.45
074844		GG/registration fee/cert program	700.00
10180371		Strts/black-red h.s./light bar	27.95
10180568		GG/adaptor/multimedia s	77.38
10180569		GG/cable	21.49
11764536029		GG/surface pro/surface type cover/office 365/sl	1,247.42
1181260		A/flawsh lamp/bulbs	775.96
13-19669		Wtr/forklift operator safety training program	311.95
15387		GG/ads	18.00
1561535		Hotdog Fest/orange stake flags 100pk	8.58
15873367 1		A/membership/conference/TGlasgow	85.00
15873367 2		GG/membership/conference/GGarrett	85.00
1593669		Hotdog Fest/bottle water	23.98
172419102		A/vbills/fuel permit	395.00
18412		Strts/4 led diffused dually/flood lights	206.61

		Check Amount
2582963	PD/KS security dlb cyl deadbolt	21.47
393	A/water & creamer	15.36
449	PW/annual training conference	170.00
450	PW/annual training conference	170.00
451	PW/annual training conference	170.00
452	PW/annual training conference	170.00
45216073	A/membership/GPatterson	15.00
453	PW/annual training conference	170.00
454	Swr/annual training conference	170.00
455	Wtr/annual training conference	170.00
456	Wtr/annual training conference	170.00
51	A/bottled water/grocery	11.98
572724193	GG/domain name registration	26.34
581934	A/av-1 base antenna/com base station	1,340.94
582271	A/icom hole mount car ant/mobile mount	943.31
608139903	PD/acrobat annual hosted wed	19.99
64256	GG/water bombs/util tub	30.04
6598904	PD/banners/logo caps/whistle w-chain bag of 25	575.75
747982631	GG/Unidentified payment card #1616-9510/CKi	-125.11
823	GG/meals/Board of Trade mtg	33.17
9054	GG/ads	18.41
H010757923	A/donut shop 24pk/reserve eb 24pk/jet fuel 5pk/	112.16
TH31502	A/measure & repair window @ 100 Commercial	225.00
TH31523	A/clear 1/4" glass for office table	290.72
		<hr/>
		11,813.12
		<hr/>
	Date Totals:	16,652.92
		<hr/>
	Report Total:	16,652.92
		<hr/>
		<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 8/8/2013 - 4:45 PM



Check Amount

Check No:	38586	Check Date:	08/08/2013	
Vendor:	2892	Mountain Maintenance Group, Inc.		
4556		GGV7/1-3 & 8-11		560.00
4556-1		PD\6/30 7/4 7-11		750.00
4556-2		Depot\7/4-8 & 11-15		500.00
4556-3		Air\7/6 & 11		170.00
4556-4		WWTP\7/2 9 & 11		255.00
				<hr/>
				2,235.00

* Check No:	<u>38587</u>	Check Date:	08/08/2013	* Check Voided
Vendor:	3616	Valley Cycle and Motorsports		
08082013		PD\Maintenance on two police motorcycles		4,600.00
				<hr/>
				4,600.00

Check No:	38588	Check Date:	08/08/2013	
Vendor:	3615	Michelle Vance		
08082013		GG\Reimb for give-away basket WWest		109.66
				<hr/>
				109.66

Date Totals: 6,944.66

Report Total: 6,944.66

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 8/8/2013 - 5:30 PM



Check Amount

✓ Check No:	38589	Check Date:	08/08/2013	
Vendor:	3616	Valley Cycle and Motorsports		
122598 RI		PD\Maint on PD motorcycle s/n-88754		2,233.60
122600 RI		PD\Maint on PD motorcycle s/n-88764		2,233.60
				<hr/>
				4,467.20
				<hr/>
			Date Totals:	4,467.20
				<hr/>
				<hr/>
			Report Total:	4,467.20
				<hr/>
				<hr/>

CITY OF TEHACHAPI
 TREASURER'S REPORT
 FY 2013-14

MONTH END BANK STATEMENT BALANCE

	BANK ACCOUNTS		MONTH END BANK STATEMENT BALANCE											
	Institution	Acct#	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/31/2013	9/30/2013	10/31/2013	11/30/2013	12/31/2013	
General Checking	Bank of the Sierra	21002-06457	1,582,612.28	636,859.09	2,204,336.12	1,850,785.65	689,558.66	476,320.06	1,276,637.19	1,027,648.85	87,610.39	828.82	828.82	
Water Deposit Trust	Bank of the Sierra	21002-08503	120,485.83	103,155.85	106,795.85	110,920.85	102,764.85	127,637.19	87,610.39	87,608.20	87,610.39	828.82	828.82	
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,591.17	87,597.01	87,602.85	87,606.01	87,608.20	87,610.39	87,610.39	87,608.20	87,610.39	828.82	828.82	
AD 89-3	Bank of the Sierra	21002-81054	828.82	828.82	828.82	828.82	828.82	828.82	828.82	828.82	828.82	828.82	828.82	
RDA Checking	Bank of the Sierra	21002-18650	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	
Payroll	Bank of the West	709-031215	47,550.60	47,375.96	47,190.09	47,036.17	46,882.06	46,882.06	46,882.06	46,882.06	46,882.06	46,882.06	46,882.06	
AFLAC Flex Spending	Bank of the West	709-039747	12,486.94	13,155.23	12,447.80	12,724.25	12,968.57	12,645.08	12,968.57	12,968.57	12,968.57	12,968.57	12,968.57	
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	91,584.68	20,741.14	52,043.49	82,894.31	30,833.26	36,910.48	30,833.26	30,833.26	30,833.26	30,833.26	30,833.26	
Ashdown Water Escrow	Bank of the West	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	0.00	55,853.13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CFD 90-1	Union Bank	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
RDA 2007	Bank of New York	870951/52/53/54	615,401.65	615,401.65	615,401.65	829,760.40	615,401.65	615,401.65	615,401.65	615,401.65	615,401.65	615,401.65	615,401.65	
RDA 2005	Bank of New York	870711-16	577,854.28	577,854.28	577,854.28	764,988.03	577,854.28	577,854.28	577,854.28	577,854.28	577,854.28	577,854.28	577,854.28	
LAIF	State of California	98-15-914	13,225,502.71	13,625,502.71	12,233,788.81	12,233,788.81	13,733,788.81	15,241,530.80	13,733,788.81	13,733,788.81	13,733,788.81	13,733,788.81	13,733,788.81	
Total Funds in Banks			16,491,412.98	15,857,985.76	16,123,656.91	16,150,847.32	16,028,003.18	17,353,134.83	16,123,656.91	16,123,656.91	16,123,656.91	16,123,656.91	16,123,656.91	

INVESTMENTS

CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	341.15	647.81	73,229.68	73,459.63	237.10	466.42	0.00	0.00	0.00	0.00	0.00
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	384,005.10	384,005.10	315,005.10	315,005.10	315,005.10	315,005.10	315,005.10	315,005.10	315,005.10	315,005.10	315,005.10
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	8870586	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Loaned to Wtr/Swr to pay-off COP2000			843,626.42	843,626.42	843,626.42	708,203.09	708,203.09	708,203.09	708,203.09	708,203.09	708,203.09	708,203.09	708,203.09
Total Investments			3,227,972.67	3,228,279.33	3,231,861.20	3,096,667.82	3,023,445.29	3,028,228.61	3,227,972.67	3,227,972.67	3,227,972.67	3,227,972.67	3,227,972.67
TOTAL PORTFOLIO			19,719,385.65	19,086,265.09	19,355,518.11	19,247,515.14	19,051,448.47	20,381,363.44	19,086,265.09	19,086,265.09	19,086,265.09	19,086,265.09	19,086,265.09



APPROVED

DEPARTMENT HEAD: *TKS*

CITY MANAGER: *[Signature]*

COUNCIL REPORTS

MEETING DATE: AUGUST 19, 2013 AGENDA SECTION: AIRPORT MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 14, 2013

SUBJECT: NEW COMMERCIAL LEASE AGREEMENT; HANGAR 02E/03E

BACKGROUND

THE 20 YEAR COMMERCIAL LEASE AGREEMENT (DATED OCTOBER 1, 1993) BETWEEN THE CITY OF TEHACHAPI AND MOUNTAIN HAWK AVIATION (GORDON DAVIS; DECEASED & JEFFREY STICKEL) FOR GROUND AT TEHACHAPI MUNICIPAL AIRPORT WILL TERMINATE ON SEPTEMBER 30, 2013. GEORGIA DAVIS (WIDOW) & JESSE SHRUM ARE REQUESTING A NEW 20/5/5 COMMERCIAL GROUND LEASE AGREEMENT FOR THE SAME PROPERTY BEGINNING OCTOBER 1, 2013.

FISCAL IMPACT

CURRENTLY \$177.00 MONTH

NEW LEASE \$260.16 MONTH

RECOMMENDATION

APPROVE THE NEW COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGIA DAVIS/JESSE SHRUM COMMENCING OCTOBER 1, 2013.

COMMERCIAL HANGAR GROUND LEASE AGREEMENT
(Tehachapi Airport) Suite 02E and 03E

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this **19th** day of **August 2013**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Georgia Davis and Jesse Shrum**, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on **October 1st 2013**, and terminating on **October 1st 2033** (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term whichever applies. In the event LESSEE exercises its option to renew the Lease, the renewal shall be on the same terms and conditions as described in this Lease. except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. **HOLDING OVER:**

In the event LESSEE shall hold over after the term herein granted with the expressed or implied consent of LESSOR, such holding over shall be a tenancy only from month to month at twice the rental rate then charged for noncommercial hangar ground leases; provided, however,

that if LESSEE is otherwise in default under this Lease at the time of holding over, nothing herein shall expressly or impliedly cure the default and LESSOR shall have all rights to remedy the default in addition to all rights to the increased monthly rental provided for herein.

4. **RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of **\$260.16** per month payable in advance on the first day of each month commencing **October 1st 2013**. On February 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to February 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

If the payments required herein are not paid within fifteen (15) days after they become due, then, in addition to such sums are due, LESSEE shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, modification, display, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease. Notwithstanding the foregoing, LESSEE may utilize the demised premises for one or more of the following Commercial aviation purposes: maintenance, repair, restoration, and construction of all types of aircraft, airframe, engine, appliance, avionics,

and pilot supplies (collectively, the "Commercial Activities"). Provided, however, that the Commercial Activities authorized herein shall not be assigned nor shall the right to same be subleased and any such attempted assignment or sublease shall be absolutely void and constitute a breach of this Agreement. Upon the sale or transfer of the lease herein, the right to conduct the Commercial Activities shall automatically terminate and be of no further force or effect.

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

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

7. **CONDITION OF PREMISES:**

LESSEE has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, as is, subject to and including all defects, latent and/or patent.

8. **SAFETY:**

Any area that is within the control of the LESSEE at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and LESSEE shall comply with all local, state and federal laws, statutes, rules

and regulations with regard thereto. LESSOR shall maintain undeveloped grounds adjacent to demised property in a condition consistent with current city and county fire code.

9. **ALTERATIONS:**

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

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within thirty (30) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such

repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE. If such repair is determined by the LESSEE to be economically unfeasible, either party shall have the option of terminating the agreement with LESSEE, and at LESSEES'S cost, returning the demised property to its original pre-agreement condition.

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

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal") to purchase the improvements and the LESSEE shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to close of business (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within thirty (30) days. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next thirty (30) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within thirty (30)

days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

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

17. **RIGHT OF INSPECTION:**

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

18. **INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over, unless it has been determined in a court of law that gross negligence and willful misconduct has occurred on behalf of the LESSOR.

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all

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

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

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

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

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

Within ten (10) days from the date of the Lease, LESSEE shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

21. TAXES AND ASSESSMENTS:

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

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

23. AERONAUTICAL RESTRICTIONS:

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

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

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

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

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the FAA or by LESSOR or by the Aeronautical

Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

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

24. SUBLETTING:

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

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

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

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

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR to any assignment or sublease, shall not be deemed or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

25. RIGHT OF INGRESS AND EGRESS:

LESSEE shall have the reasonable right-of-way over property owned and

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

26. **BANKRUPTCY:**

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

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably

cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

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

29. **NEGATION OF PARTNERSHIP:**

LESSOR shall not become or be deemed a partner or joint venture with LESSEE or in any other relationship with LESSEE other than that of landlord and tenant by reason of the provisions of this Lease nor shall LESSEE for any purpose be considered an agent, officer, or employee of LESSOR.

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **Georgia Davis**
19101 Jacks Hill Road
Tehachapi, CA 93561
(661) 823-8939

Jesse Shrum
26614 Cummings Valley Road
Tehachapi, CA 93561
(661) 823-7521

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

44. **JOINT AND SEVERAL:**

The obligations of each Lessee hereunder shall be joint and several obligations.

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

LESSOR:

LESSEE:

CITY OF TEHACHAPI

By: _____
Phil Smith
Mayor of the City of Tehachapi, California

By: _____
Georgia Davis

By: _____
Jesse Shrum



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

COUNCIL REPORTS

MEETING DATE: AUGUST 19, 2013 AGENDA SECTION: AIRPORT MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: AUGUST 14, 2013

SUBJECT: AUTHORIZATIONS FOR THE RUNWAY 11-29 ENHANCEMENT PROJECT

BACKGROUND

As Council recalls, at the July 15, 2013, Council meeting Airport Staff requested an additional \$23,000 to be included in the airport budget for FY 13/14 to cover the City's match and contingency for the Instrument Approach Markings and Lighting Project titled **Runway 11-29 Enhancements (AIP 3-06-0253-012-2013)**.

At that time, it was also requested that Council direct City Staff to solicit bids for the project. On July 24 & 31, 2013, **Legal Ad 13240619**, notice to bid, was published in the Bakersfield Californian. During the (23) day bid period that followed, the City of Tehachapi received requests for plans and specifications from approximately (13) interested parties. Bid opening, review and selection took place at City Hall on Thursday, August 15, 2013, at 2:00 pm.

FISCAL IMPACT

At least 90% of the total project cost (\$207,000) will be paid for using Federal and State Grants

RECOMMENDATION

City Staff recommends authorization to apply for and accept a federal grant, apply for and accept a state grant, authorization for the City Manager, Greg Garrett, to sign for a federal and state grant and to award a contract between the City of Tehachapi and the lowest responsive bidder.



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: AUGUST 19, 2013 AGENDA SECTION: UTILITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JON CURRY, UTILITY MANAGER

DATE: AUGUST 14, 2013

SUBJECT: 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. The attached revised amendment was introduced at the August 5th City Council meeting and is now being brought before you for adoption.

The ordinance now states 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

Adopt the proposed 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

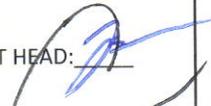
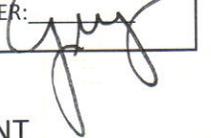
I hereby certify that the foregoing Ordinance was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on _____, 2013.

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

Published: _____



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: AUGUST 19, 2013 **AGENDA SECTION:** POLICE DEPARTMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: AUGUST 14, 2013

SUBJECT: SUPPORT OF LEAGUE OF CALIFORNIA CITIES PROPOSED RESOLUTION REGARDING PRISON REALIGNMENT

BACKGROUND

As Council is aware, the Governor's prison realignment plan went into effect in October 2011. Since that time, the impacts of realignment have been found in every community, large and small, throughout the state. The impacts have also been felt by local and county law enforcement agencies, particularly here in Kern County.

On September 20, 2013, the League of California Cities will hold their General Assembly Meeting where they will also vote on Resolutions that are designed to shape public policy statewide. One of the Resolutions that will be voted on, submitted by the League's Public Safety Committee, is a resolution asking for the Governor and State Legislature to enter into discussions with the League and the California Police Chiefs Association to identify and enact strategies that will hopefully ensure the success of Realignment from the perspective of municipal law enforcement. A copy of the Resolution and a fact sheet have been attached to this staff report for your review.

The League of California Cities has asked Police Chiefs to discuss this Resolution with their City Managers and City Councils and asked that each City's voting delegate support this Resolution when it is presented at the General Assembly Meeting.

FISCAL IMPACT

None.

OPTIONS

- Approve a letter of support, signed by the Mayor, for the proposed League of California Cities resolution regarding prison realignment and direct the City's voting delegate to support this resolution when it is presented at the General Assembly Meeting.
- Take no action on the proposed resolution.

RECOMMENDATION

APPROVE A LETTER OF SUPPORT, SIGNED BY THE MAYOR, FOR THE PROPOSED LEAGUE OF CALIFORNIA CITIES RESOLUTION REGARDING PRISON REALIGNMENT AND DIRECT THE CITY'S VOTING DELEGATE TO SUPPORT THIS RESOLUTION WHEN IT IS PRESENTED AT THE GENERAL ASSEMBLY MEETING.

Attachment: Proposed League of California Cities Resolution and Fact Sheet

A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING UPON THE GOVERNOR AND LEGISLATURE TO ENTER INTO DISCUSSION WITH LEAGUE AND CALIFORNIA POLICE CHIEFS' ASSOCIATION REPRESENTATIVES TO IDENTIFY AND ENACT STRATEGIES THAT WILL ENSURE THE SUCCESS OF PUBLIC SAFETY REALIGNMENT FROM A LOCAL MUNICIPAL LAW ENFORCEMENT PERSPECTIVE

Source: League Public Safety Policy Committee

Recommendation to General Resolutions Committee: Approve

THE LEAGUE OF CALIFORNIA CITIES DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, in October 2011 the Governor proposed the realignment of public safety responsibilities from state prisons to local government as a way to address recent court orders in response to litigation related to state prison overcrowding, and to reduce state expenditures; and

WHEREAS, the Governor stated that realignment needed to be fully funded with a constitutionally protected source of funds if it were to succeed; and

WHEREAS, the Legislature enacted the realignment measures, AB 109 and AB 117, and the Governor signed them into law without full constitutionally protected funding and liability protection for stakeholders; and

WHEREAS, California currently has insufficient jail space, probation officers, housing and job placement programs, medical and mental health facilities, lacks a uniform definition of recidivism; and utilizes inappropriate convictions used to determine inmate eligibility for participation in the realignment program; and

WHEREAS, since the implementation of realignment there have been numerous issues identified that have not been properly addressed that significantly impact municipal police departments' efforts to successfully implement realignment; and

WHEREAS, ultimately many of these probationers who have severe mental illness are released into communities where they continue to commit crimes that impact the safety of community members and drain the resources of probation departments and police departments throughout the state; and

WHEREAS, an estimated 30 counties were operating under court-ordered or self-imposed population caps before realignment , and the current lack of bed space in county jails has since led to many convicted probationers being released early after serving a fraction of their time; with inadequate to no subsequent supervision, leaving them free to engage in further criminal offenses in our local cities; and

WHEREAS, there are inadequate data bases to share critical offender information with local police departments; and

WHEREAS, local police departments have not received adequate funding to properly address this new population of offenders who are victimizing California communities; and

NOW, THEREFORE, BE IT RESOLVED by the General Assembly of the League of California Cities to request the Governor and State Legislature to immediately enter into discussions with League representatives and the California Police Chiefs' Association to address the following issues:

1. The need to fully fund municipal police departments with constitutionally protected funding to appropriately address realignment issues facing front line law enforcement;
2. Amend appropriate sections of AB 109 to change the criteria justifying the release of non-violent, non-serious, non-sex offender inmates (N3) inmates to include their total criminal and mental history instead of only their last criminal conviction;
3. Establish a uniform definition of recidivism with the input of all criminal justice stakeholders throughout the state;
4. Enact legislation that will accommodate the option for city police officers to make ten (10) day flash incarcerations in city jails for probationers who violate the conditions of their probation;
5. Establish oversight procedures to encourage transparency and accountability over the use of realignment funding;
6. Implement the recommendations identified in the California Little Hoover Commission Report dated May 30, 2013;
7. Provide for greater representation of city officials on the local

Community Corrections Partnerships. Currently AB 117 provides for only one city official (a police chief) on the 7-member body, 6 of which are aligned with the county in which the partnership has been established. As a result, the counties dominate the committees and the subsequent distribution of realignment funds.

8. Provide, either administratively or by legislation, an effective statewide data sharing mechanism allowing state and local law enforcement agencies to rapidly and efficiently share offender information to assist in tracking and monitoring the activities of AB 109 and other offenders.

FACT SHEET

In October 2011 the Governor proposed the realignment of public safety tasks from State Prisons to local government as a way to address certain judicial orders dealing with State Prison overcrowding and to reduce State expenditures. This program shifts the prisoner burden from state prisons to local counties and cities.

When the Governor signed into law realignment he stated that realignment needed to be fully funded with constitutionally protected source of funds to succeed. None the less, the law was implemented without full constitutional protected funding for counties and cities; insufficient liability protections to local agencies; jail space; probation officers; housing and job placement programs; medical and mental health facilities; and with an inappropriate definition of N3 (non-serious, non-sexual, non-violent) criminal convictions used to screen inmates for participation in the program.

Two-thirds of California's 58 counties are already under some form of mandated early release. Currently, 20 counties have to comply with maximum population capacity limits enforced by court order, while another 12 counties have self-imposed population caps to avoid lawsuits.

At this time no one knows what the full impact of realignment will ultimately be on crime. We hope that crime will continue to drop, but with the current experience of the 40,000 offenders realigned since October 2011, and an estimated additional 12,000 offenders being shifted from state prison to local jails and community supervision by the end of fiscal year 2013-14, it will be very difficult to realize lower crime rates in the future.

Beginning in October 2011, California state prisons began moving N3 offenders into county jails, the county probation and court systems, and ultimately funneled them into community supervision or alternative sentencing program in cities where they will live, work, and commit crime.

Note: There is currently no uniform definition of recidivism throughout the state and no database that can deliver statistical information on the overall impact realignment has had on all cities in the California. Because of this problem we have used data from Los Angeles County.

The March 4, 2013 report to the Los Angeles County Criminal Justice Coordination Committee (CCJCC) shows a strong effort and progress in addressing the realignment mandate. However, there is insufficient funding.

The report also states the jail population continues to be heavily influenced by participants housed locally. On September 30, 2012, the inmate count in the Los Angeles County Jail was 15,463; on January 31, 2013, the count was 18,864. The realignment population accounted for 32% of the Jail population; 5,743 offenders sentenced per Penal Code 1170 (h) and 408 parole violations.

By the end of January 2013, 13,535 offenders were released on Post Community Supervision (PCS) to Los Angeles County including prisoners with the highest maintenance costs because of medical and drug problems and mental health issues costing counties and local cities millions of dollars in unfunded mandates since the beginning of the program. Prisoners with prior histories of violent crimes are also being released without proper supervision. That is why sections of **AB 109 must be amended to change the criteria used to justify the release of N3 inmates to include an offender's total criminal and mental history instead of only their last criminal conviction.** Using the latter as the key criteria does not provide an accurate risk assessment of the threat these offenders pose to society if they are realigned to county facilities, or placed on Post Release Community Supervision.

Chief Jerry Powers from the Los Angeles County Probation Department recently stated the release criteria for N3 offenders "Has nothing to do with reality." He said initially the state estimated the population of released PCS offenders would be 50% High Risk, 25% Medium Risk and 25% Low Risk. The reality is 3% are Very High Risk, 55% are High Risk, 40% are Medium Risk and only 2% are Low Risk offenders. He said the High Risk and serious mentally ill offenders being released "Are a very scary population." One of the special needs offenders takes the resources of 20-30 other offenders.

Assistant Sheriff Terri McDonald who is the county Jail Administrator recently stated the Jail has only 30 beds for mentally ill offenders being released – when in fact she actually needs 300 beds to accommodate the volume of serious mentally ill offenders being released that require beds.

Los Angeles County data shows 7,200 released offenders have had some sort of revocation. This number is expected to increase because of a significant increase in the first four months of year two of realignment that totals 83% of the entire first year of the program; 4,300 warrants were issued for offenders; 6,200 offenders have been rearrested; and 1,400 prosecuted. Data reveals 1 in 10 offenders will test positive for drugs during the first 72 hours after being released knowing they are required to report to a probation officer during that time. Only 1 in 3 offenders will successfully complete probation.

There are more than 500 felony crimes that qualify State Prison inmates for release under realignment. They will be spending their time in cities with little, if any, supervision.



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

MEETING DATE: AUGUST 19, 2013 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: JEFF KERMODE, CHIEF OF POLICE

DATE: AUGUST 14, 2013

SUBJECT: ADOPTION 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.

As Council may remember, the proposed ordinance was first introduced at the City Council meeting on August 5, 2013. 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

- Approve 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 approve the proposed ordinance.

RECOMMENDATION

APPROVE 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: _____



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

COUNCIL REPORTS

MEETING DATE: AUGUST 19, 2013 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: AUGUST 13, 2013

SUBJECT: REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDING GRANT APPLICATION & RESOLUTION

BACKGROUND:

Every two years (on average) the City of Tehachapi, as a member agency of the Kern Council of Governments (Kern COG), is given an allocation of Regional Surface Transportation Program (RSTP) funds. This money descends from the federal highway transportation funds allocated by Congress on a periodic basis. The City of Tehachapi has consistently used these available funds to resurface various roadways within the City as suggested by City Staff. Recent examples of the use of these funds include Mill Street between H Street and Highway 58 and Curry Street between Tehachapi Boulevard and Valley Boulevard.

While Tehachapi has consistently utilized these funds over the last 10+ years, other member agencies of the Kern COG have, at times, failed to follow through on commitments to execute similar work. As such, the Kern COG has asked all its member agencies to execute resolutions in support of funding applications to help ensure the timely use of the available funds.

PROJECT DESCRIPTION:

City Staff, with Council approval, has allocated the last two funding sums towards Tehachapi Boulevard between Antelope Run and Hayes. The first phase of work is under construction with work to begin imminently. The second project is slated for release to construct next Spring. We are proposing to continue this effort with a project designed to rehabilitate Tehachapi Boulevard between Mill Street and Curry Street. Our initial estimate of this work is \$342,000. The proposed resolution commits the City to support this project including the associated matching funds totaling \$39,227.40 as currently estimated.

RECOMMENDATION:

ADOPT RESOLUTION, AUTHORIZING THE FILING OF AN APPLICATION FOR REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDING AND COMMITTING THE NECESSARY LOCAL MATCH AND STATING THE ASSURANCE TO COMPLETE THE PROJECT.

RESOLUTION NO.

**AUTHORIZING THE FILING OF AN APPLICATION FOR
REGIONAL SURFACE TRANSPORTATION PROGRAM
FUNDING AND COMMITTING THE NECESSARY LOCAL MATCH
AND STATING THE ASSURANCE TO COMPLETE THE
PROJECT**

The City of Tehachapi (herein referred to as APPLICANT) is submitting an application to the Kern Council of Governments (Kern COG) for \$342,000.00 in funding from the Regional Surface Transportation program for the Tehachapi Boulevard Rehabilitation Project – Phase III (herein referred to as PROJECT); and

APPLICANT has the financial capacity to complete, operate and maintain the project; and

APPLICANT will ensure that funds required from other sources will be reasonably expected to be available on the time frame needed to carry out the project; and

APPLICANT is authorized to execute and file an application for funding the PROJECT under the Regional Surface Transportation Program; and

APPLICANT, by adopting this resolution, does hereby state that:

1. APPLICANT will provide \$39,227.40 in local matching funds; and
2. APPLICANT understands that the Regional Surface Transportation Program funding for the project is fixed at the approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional Regional

Surface Transportation Program funding; and

3. APPLICANT understands the funding deadlines associated with these funds and will comply with the program implementation procedures described in Chapter 2 of the Kern COG Project Delivery Policies and Procedures manual; and
4. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the FTIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in the program; and

APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with Kern COG for Regional Surface Transportation Program funding for the PROJECT as referenced in this resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 19 day of August, 2013.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Philip Smith, Mayor
City of Tehachapi, California

ATTEST:

DENISE JONES, City Clerk
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on August 19, 2013.

DENISE JONES, City Clerk
City of Tehachapi, California