

## **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, September 16, 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, SEPTEMBER 16, 2013 - 6:00 P.M. - PG. 2**

---

1. General public comments regarding matters not listed as an agenda item.
2. Mayor to present a Proclamation for Constitution Week.
3. Mayor to present a Proclamation for Paint the Town Pink Month.

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 34-13  
Tehachapi City Council Unassigned Ord. No. 13-05-712  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-13  
Tehachapi Public Financing Authority Unassigned Res. No. 01-13

- \*4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 19, 2013 and special meeting on August 29, 2013 – **APPROVE AND FILE**
- \*6. Lion’s Apple Drop Special Event Application - **APPROVE THE LION’S APPLE DROP SPECIAL EVENT APPLICATION SUBJECT TO CITY CONDITIONS AND APPROVAL OF INSURANCE BY CITY ATTORNEY**
- \*7. Resolution authorizing the disposition of a stage that no longer serves a useful purpose for City business. The stage will be donated to Tehachapi Valley Parks & Recreation for use at various events – **ADOPT A RESOLUTION AUTHORIZING DISPOSITION OF PERSONAL PROPERTY**

**FINANCE DIRECTOR REPORTS**

- \*8. Disbursements, bills, and claims for August 15, 2013 through September 11, 2013 – **AUTHORIZE PAYMENTS**
- \*9. City of Tehachapi Treasurer’s Report through August 2013 – **RECEIVE REPORT**

**AIRPORT MANAGER REPORTS**

- \*10. New Commercial Ground Lease Agreement with Georgia Davis– **APPROVE THE NEW COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GEORGIA DAVIS COMMENCING SEPTEMBER 30, 2013**
- \*11. New Commercial Ground Lease Agreement with Katie Ezell – **APPROVE THE NEW COMMERCIAL GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KATIE EZELL COMMENCING SEPTEMBER 16, 2013**

**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, SEPTEMBER 16, 2013 - 6:00 P.M. - PG. 3**

---

**POLICE DEPARTMENT REPORTS**

- \*12. Proposed renewal of School Resource Officer Memorandum of Understanding for the 2013-2014 school year with the Tehachapi Unified School District – **APPROVE AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**
13. **PUBLIC HEARING** – The city receives \$100,000.00 from the State of California through the Supplemental Law Enforcement Services Fund (SLESF) also commonly referred to as state “COPS” funds. For fiscal year 2013- 2014, the \$100,000.00 will be paid in installments – **OPEN HEARING; NOTICE OF PUBLIC HEARING; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; STAFF RECOMMENDATION; APPROVE PROPOSED SLESF SPENDING PLAN**

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

14. The Department of Alcoholic Beverage Control (ABC) is requesting a finding of public convenience and/or necessity on behalf of the Dollar General store under construction at 846 Tucker Road who is attempting to purchase a Type 21 off premise alcohol sale license and a Type 86 wine tasting license – **GRANT A FINDING OF PUBLIC CONVENIENCE AND/OR NECESSITY FOR THE DOLLAR GENERAL STORE TO CONDUCT OFF-SITE SALE OF ALCOHOLIC BEVERAGES (TYPE 21 ABC LICENSE) AND ON SITE WINE TASTING (TYPE 86 ABC LICENSE) AT 846 TUCKER ROAD**

**CITY MANAGER REPORTS**

15. 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))

16. League of California Cities Representative Alternate - **APPOINT ONE MEMBER OF THE CITY COUNCIL TO SERVE AS THE LEAGUE OF CALIFORNIA CITIES REPRESENTATIVE ALTERNATE**

**CLOSED SESSION**

1. Approval of closed session minutes from August 29, 2013.
2. Conference with legal counsel regarding claim filed by Heath Christopher Crowder et al. per Government Code Section 54956.9(d)(2), (e)(3).
3. Conference with legal counsel regarding claim filed by U-Neek Findz per Government Code Section 54956.9(d)(2), (e)(5).

**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, August 19, 2013 – 6:00 P.M.**

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

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Denise Jones.</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Zamudio</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Pastor Augusto Ramos from Tehachapi Church of the Nazarene.</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Councilmember Nixon.</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda subject to removal of item *8 by Mayor Smith.</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <p>1. General public comments regarding matters not listed as an agenda item were received from:</p> <ul style="list-style-type: none"> <li>a. Debbie Szydowski, owner of Debbie’s Fabrics, spoke regarding lack of notification for special events.</li> <li>b. SCE, provided information and a booklet on local electric utility.</li> <li>c. Matt Young, District Manager of TVRPD, gave a recap of their events this past month.</li> </ul>	<p>Approved Consent Agenda Subject To Removal Of Item *8 Za/Ni Ayes All</p>
--	---

**ACTION TAKEN**

2. Mayor Smith presented a Certificate of Recognition to the Kiwanis Club.

**CITY CLERK REPORTS**

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

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

\*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 15, 2013 and August 5, 2013 - **APPROVED AND FILED.**

Approved & Filed  
 Za/Ni Ayes All

5. Tarmac Run & War Bird Fly-in Special Event Applications – **AIRPORT MANAGER TOM GLASGOW GAVE REPORT; MAYOR SMITH ASKED FOR CLARIFICATION OF RUNWAY CLOSURE; COUNCILMEMBER WIGGINS ASKED WHAT TYPE OF WAR BIRDS; COUNCILMEMBER ZAMUDIO COMMENTED ON EVENT AFFECTING AIRPORT BUSINESSES; KEN HETGE, AIRPORT TENANT, ASKED FOR AN ACCURATE SCHEDULE OF RUNWAY CLOSURE; APPROVED TARMAC RUN & WAR BIRD FLY-IN SPECIAL EVENT APPLICATIONS SUBJECT TO CITY CONDITIONS.**

Approved Tarmac Run & War Bird Fly-In Special Event Applications Subject To City Conditions  
 Gr/Wi Ayes All

**FINANCE DIRECTOR REPORTS**

\*6. Disbursements, bills, and claims for August 1, 2013 through August 14, 2013 – **AUTHORIZED PAYMENTS.**

Authorized Payments  
 Za/Ni Ayes All

\*7. City of Tehachapi Treasurer’s Report through July 2013 – **RECEIVED REPORT.**

Received Report  
 Za/Ni Ayes All

**AIRPORT MANAGER REPORTS**

\*8. New Commercial Ground Lease Agreement with Georgia Davis and Jessie Shrum – **PULLED FROM AGENDA.**

Pulled From Agenda

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 – **AIRPORT MANAGER TOM GLASGOW GAVE STAFF REPORT; AUTHORIZED STAFF TO APPLY FOR AND ACCEPT FEDERAL AND STATE GRANTS FOR THE RUNWAY 11-20 ENHANCEMENTS PROJECT AND AUTHORIZED THE CITY MANAGER TO SIGN; AWARDED THE CONTRACT FOR THE RUNWAY 11-29 ENHANCEMENTS PROJECT TO THE LEE WILSON ELECTRIC.**

Authorized Staff To Apply For & Accept Federal & State Grants For The Runway 11-20 Enhancements Project & Authorized The City Manager To Sign; Awarded The Contract For The Runway 11-29 Enhancements Project To Lee Wilson Electric  
 Ni/Za Ayes All

**UTILITY MANAGER REPORTS**

10. Ordinance amending Ordinance No. 636 to provide for responsibility for maintenance and repair of sewer laterals – **UTILITY MANAGER JON CURRY GAVE REPORT; ADOPTED ORDINANCE NUMBER 13-03-712 AMENDING ORDINANCE NO. 98-02-636 AND MUNICIPAL CODE SECTION 8.44.020 TO PROVIDE FOR RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF SEWER LATERALS.**

Adopted Ord. No. 13-03-712 Amending Ord. No. 98-02-636 & Municipal Code Section 8.44.020 To Provide For Responsibility For Maintenance & Repair Of Sewer Laterals  
 Gr/Wi Ayes All

**POLICE CHIEF REPORTS**

11. Support of the League of California Cities proposed resolution regarding prison realignment – **CHIEF KERMODE GAVE REPORT; COUNCILMEMBER GRIMES SPOKE ABOUT REALIGNMENT ISSUES; COUNCILMEMBER WIGGINS SPOKE IN FAVOR OF LETTER; APPROVED A LETTER OF SUPPORT, SIGNED BY THE MAYOR, FOR THE PROPOSED LEAGUE OF CALIFORNIA CITIES RESOLUTION REGARDING PRISON REALIGNMENT AND DIRECTED THE CITY’S VOTING DELEGATE TO SUPPORT THIS RESOLUTION WHEN IT IS PRESENTED AT THE GENERAL ASSEMBLY MEETING.**

Approved A Letter Of Support, Signed By The Mayor, For The Proposed League Of California Cities Resolution Regarding Prison Realignment & Directed The City’s Voting Delegate To Support This Resolution When It Is Presented At The General Assembly Meeting  
Gr/Ni Ayes All

12. Ordinance establishing restrictions on sleeping in vehicles in designated locations – **CHIEF KERMODE GAVE REPORT; ADOPTED ORDINANCE NUMBER 13-04-713 ADDING SECTION 9.04.030 TO CHAPTER 9.04 OF THE TEHACHAPI MUNICIPAL CODE, ESTABLISHING RESTRICTIONS ON SLEEPING IN VEHICLES IN DESIGNATED LOCATIONS.**

Adopted Ord. No. 13-04-713 Adding Section 9.04.030 To Chapter 9.04 Of The Tehachapi Municipal Code, Establishing Restrictions On Sleeping In Vehicles In Designated Locations  
Ni/Za Ayes All

**CITY ENGINEER REPORTS**

13. Regional Surface Transportation Program funding grant application and resolution – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; MAYOR SMITH ASKED WHAT HAPPENS IF AN AGENCY DOESN’T SPEND THE MONEY; ADOPTED RESOLUTION NUMBER 33-13 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.**

Adopted Res. No. 33-13 Authorizing The Filing Of An Application For Regional Surface Transportation Program Funding & Committing The Necessary Local Match & Stating The Assurance To Complete The Project  
Wi/Gr Ayes All

**CITY MANAGER REPORTS**

14. Report to Council regarding current activities and programs – **CITY MANAGER GREG GARRETT GAVE REPORT.**

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Grimes announced the upcoming season opener Warrior football game on August 30, 2013.
2. Councilmember Wiggins commented on Mountain Festival event.
3. Councilmember Zamudio spoke about other events this past weekend.

**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) - **EXTENDED THE MEET AND CONFER PERIOD FOR THE KERN PACIFIC CONSTRUCTION CLAIM FROM AUGUST 22 TO AUGUST 28.**

Approved Minutes  
Ni/Wi Ayes All

Extended The Meet & Confer Period For The Kern Pacific Construction Claim From August 22 To August 28  
Wi/Gr Ayes All

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

**ADJOURNMENT**

The City Council/Boards adjourned at 7:40 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 Tuesday, September 3, 2013, at 6:00 p.m.

---

DENISE JONES, CMC  
City Clerk, City of Tehachapi

Approved this 16<sup>th</sup> day  
Of September, 2013.

---

PHILIP SMITH  
Mayor, City of Tehachapi



The City Council/Boards adjourned at 4:25 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, September 16, 2013, at 6:00 p.m.

---

DENISE JONES, CMC  
City Clerk, City of Tehachapi

Approved this 16<sup>th</sup> day  
Of September, 2013.

---

PHILIP SMITH  
Mayor, City of Tehachapi



APPROVED

DEPARTMENT HEAD: *AW*

CITY MANAGER: *[Signature]*

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 16, 2013 AGENDA SECTION: CITY CLERK

---

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

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

**DATE:** SEPTEMBER 12, 2013

**SUBJECT:** SPECIAL EVENT APPLICATION – LION’S APPLE DROP

---

## APPLICANT AND ORGANIZATION

Alan Powell, Tehachapi Lions Club

## EVENT DESCRIPTION

The Apple Drop will be held on October 12, 2013 at 4:00 pm on Robinson Street from north of the City Hall parking lot driveway (parking lot will remain open) to south of the Four Seasons Chevron driveway. This event is open to the public.

## APPLICANT REQUESTS

- Closure of Robinson Street from north of the City Hall parking lot driveway to south of the Four Seasons Chevron driveway.
- Street barricades from the Public Works Department

## STAFF CONDITIONS

Administration:

1. All City facilities must be properly cleaned immediately following the close of the event.
2. Event applicant must make contact with all affected businesses, including those who share the City Hall parking lot, at least 2 weeks prior to the event regarding the partial closure of Robinson.

## RECOMMENDATION

**APPROVE THE LION’S APPLE DROP SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY CITY ATTORNEY**



RECEIVED

AUG 26 2013

City of Tehachapi

**SPECIAL USE/EVENT APPLICATION**

Organization Tehachapi Lions Club

Event Contact Alan Powell Phone Number 833-9882

Address 19150 Quail Dr.

City Tehachapi State Ca Zip Code 93561

E-mail Address alpowell60@aatt.net

Event Name Lions Apple Drop

Event Location Robinson St e City Hall

Event Date(s) Oct 12th Event Time(s) 4:PM

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

50/50 drawings. Rubber Apples to be numbered & dropped on a target. Nearest the center are winners. Observers only!

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? Tehachapi Senior Ctr / Lions Diabetes Fd.

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? \_\_\_\_\_

mailed  
8/29/13

Event Name

Lions Apple Drop

Event Date(s)

10/18/13

Please Describe How The Following Will Be Accomplished:

Street Barricades

by City

Traffic Control

Lions members

Crowd Control

Lions members

Utility Services: Water, Sewer, Electric

Not needed

Lights

" "

Dust Control

" "

Site Clean-up & Maintenance

Lions members

Security

Lions members

Site Facilities

not needed

Health Dept.

" "

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

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

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

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

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

Applicant Signature

[Signature]
Lions President

Date

8/26/13

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

Grid of checkboxes for categories: A, HD, BL, and others.

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:

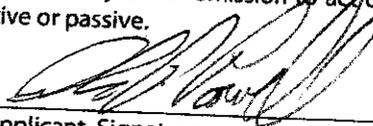
The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, 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 action the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.

  
 \_\_\_\_\_  
 Applicant Signature

8/25/13  
 \_\_\_\_\_  
 Date

Tehachap, Blvd.

Chenron  
Station

City Parkings

City Hall



SHUT DOWN AREA

Robinson

Tehachap Lions Apple Drop 10/12 7:AM - 5:30 PM



APPROVED

DEPARTMENT HEAD: *AW*

CITY MANAGER: *[Signature]*

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 16, 2013    AGENDA SECTION: CITY CLERK

---

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

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

**DATE:**                SEPTEMBER 12, 2013

**SUBJECT:**            DISPOSITION OF PROPERTY

---

## BACKGROUND

The City is in possession of a stage that no longer serves a useful purpose for City business. The stage is currently being utilized by Tehachapi Valley Parks & Recreation for the Music in the Parks events and therefore staff would like the stage to be donated to the organization. Prior to donating the item, the City Council must adopt a resolution authorizing its disposition.

A brief description of the item to be disposed of and the justification for their destruction is provided below.

1. Stage 16' x 24'

## RECOMMENDATION

**ADOPT RESOLUTION AUTHORIZING DISPOSITION OF PERSONAL PROPERTY**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF TEHACHAPI AUTHORIZING DISPOSITION OF  
PERSONAL PROPERTY**

WHEREAS, the City of Tehachapi ("City") has in its possession numerous items of personal property which are either outdated or inoperable, a list of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, as to those items listed as "Outdated", they are not able to be updated and therefore have no value for continued use; and

WHEREAS, as to those items identified as "Inoperable", they are either irreparable or cannot be made operable at a cost which justifies doing so; and

WHEREAS, pursuant to Government Code Section 37350, the City Council of the City of Tehachapi has the authority to sell, give or otherwise dispose of said personal property in any manner that it chooses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI that the personal property described in Exhibit "A" shall be sold at public bids, donated to non-profit organizations, or disposed of at the landfill in a manner as is authorized by law.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 16th day of September, 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 September 16, 2013.

\_\_\_\_\_  
Denise Jones, City Clerk  
City of Tehachapi, California

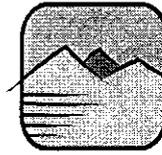
EXHIBIT "A"  
Page 1 of 1

1. Stage 16'x 24'

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 8/27/2013 - 4:05 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	0	Check Date:	
Vendor:	0027	Atco International	
IO382448		Swr/all-pro	158.03
IO382448 UT		Use tax	-11.03
			147.00
Check No:	0	Check Date:	
Vendor:	0030	The Bakersfield Californian	
13240619		A/full ad/enhancements Airport	2,022.82
			2,022.82
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories, Inc.	
B151546 1		Wtr/samples/Mulberry/Hickory/Fig	75.00
B151546 2		Wtr/samples/Mulberry/Hickory/Fig/Curry Resv	36.00
B151707		Swr/samples/WWTP Headwork	325.00
B152064		Wtr/samples/Curry Resv	15.00
B152065		Wtr/samples/Mojave-Dennison Wells	30.00
B152480		Wtr/samples/Mojave-Dennison Wells	30.00
B152481		Wtr/samples/Curry Resv	15.00
B152562		Swr/samples/WWTP Headworks	325.00
B152592		Swr/samples/WWTP Headworks	325.00
			1,176.00
Check No:	0	Check Date:	
Vendor:	0155	FedEx	
570970449562		Strts/DOT/priority ovrnght	32.08
570970449573		GG/CalTrans/priority ovrnght	38.12
570970449621		CalTrans/priority ovrnght	16.44
			86.64
Check No:	0	Check Date:	
Vendor:	0182	P&J Electric	
4542		Wtr/srvc call/trbl shoot Mojave Well/SCE fuses	250.00
4547		Swrsrvc call/trbl shoot muffin monster	250.00
			500.00
Check No:	0	Check Date:	
Vendor:	0216	Judicial Data Systems Corporation	
3989			100.00
			100.00
Check No:	0	Check Date:	
Vendor:	0260	Liebert Cassidy Whitmore	
169248		GG/legal srvc-extra Ordinary	1,679.50
169249		PD/legal srvc	90.00
169250		PD/legal srvc	330.00

Check No:	0	Check Date:		2,099.50
Vendor:	0300	Mission Linen & Uniform Service		
140184155		PW/mats/twl cntr/disp/hnd cleaner/cov two		87.42
140184156		Wtr/dust mop/mats		35.09
140185571		Swr/dust mop/mats		35.09
				157.60
Check No:	0	Check Date:		
Vendor:	0304	Mojave Sanitation		
2206984		PW/rolloff srvc/KC gate-recycling fee		483.85
2207120		PW/3yd delivery-removal/recycling-gate-KC ad		143.70
2207210		PW/Valley blvd		26.10
				653.65
Check No:	0	Check Date:		
Vendor:	0362	RSI Petroleum Products		
0263910		PW/fuel/reg & diesel		1,091.98
0264115		PW/fuel/reg & diesel		1,465.30
0264300		PW/fuel/reg & diesel		1,651.60
0264318		Strts/agl acetone 358lbs		486.06
				4,694.94
Check No:	0	Check Date:		
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law		
082013 1		GG/legal srvc/July 29 2013 through August 26 :		7,052.50
082013 2		A/legal srvc-extra/July 29 2013 through August		208.00
082013 3		89-1/legal srvc-extra/July 29 2013 through Aug		65.00
082013 4		PERSMI Member Contribution		-251.73
				7,073.77
Check No:	0	Check Date:		
Vendor:	0428	Tehachapi Flower Shop		
073013		GG/basket garden/delivery/SWiggins		62.30
				62.30
Check No:	0	Check Date:		
Vendor:	0441	Vulcan Materials Company		
70021269		PW/6sk 50/50 ac		925.34
70021270		PW/5sk mp ae		253.73
70025947		PW/5sk mp ae		787.31
70025948		PW/5sk mp ae		373.08
70030859		PW/5sk mp ae		539.38
				2,878.84
Check No:	0	Check Date:		
Vendor:	0445	Tehachapi Senior Center, Inc.		
090113		Senior Nutrition Program/space rent/September :		100.00
				100.00
Check No:	0	Check Date:		
Vendor:	0476	WITTS Everything for the Office		
128624		GG/refill bpt/calculator/fanfold notes		41.43
128696		CD/ph 940xl cyan officejet ink ca		27.94
128792		GG/markers/board markers/labels		275.71
128806		PD/tissue/pp towels/liner/antibac soap/paper		299.03

			Check Amount
620823		GG/copies	1.61
623516		PW/2x3 prstg ttl erase alum frame	87.40
			733.12
Check No:	0	Check Date:	
Vendor:	0485	McMaster-Carr Supply Company	
56913723		Swr/laminated danger tags "do not operate", 10p	55.85
			55.85
Check No:	0	Check Date:	
Vendor:	0509	Safety-Kleen Systems, Inc.	
61261584		PW/parts washer solvent	324.99
			324.99
Check No:	0	Check Date:	
Vendor:	0525	All American Tire & Service Center LLC.	
35766		PW/mount/dismount balance tires	240.00
35781		PW/Computerized alignment	69.95
35791		PW/tires/mnt-bal-strm-df	661.79
			971.74
Check No:	0	Check Date:	
Vendor:	0543	BSE Rents	
560927		A/forklift rental	270.00
561274		PW/voc comp cure	63.05
			333.05
Check No:	0	Check Date:	
Vendor:	0567	Microflex	
1381508		Swr/fafegrip ltx exam gloves	194.09
1381508 2		Swr/fafegrip ltx exam gloves	194.09
			388.18
Check No:	0	Check Date:	
Vendor:	0689	Pioneer True Value Home Center	
62958		Strts/couplings	13.31
63092		Swr/yrd concrete w/rental 6sa	239.75
63093		Swr/deposit-return cover for car	-100.00
			153.06
Check No:	0	Check Date:	
Vendor:	0832	ACWA/JPIA	
092013		Medical	66,831.71
092013		Dental	8,133.68
092013		Vision	879.50
092013		Life/AD&D	1,328.40
			77,173.29
Check No:	0	Check Date:	
Vendor:	1055	Mercury Graphics	
4364		GG/pop-up banner repair/top meta reinforcemen	123.63
4367		Event Center/banner	204.25
4367 2		GG/banner-Go Warriors	189.20
4369		PD/business cards/MGruett	56.98
4373		PD/vinyl cut & applied to Police mtrcycl	295.63
			869.69

Check No:	0	Check Date:		
Vendor:	1143	Eppico Industrial Supply		
0000204502		PW/mayhew 4pc pry bar set		360.88
				<hr/>
				360.88
Check No:	0	Check Date:		
Vendor:	1286	M&M's Sports Uniforms & Embroidery		
28891		PD/tailoring/removing & sewing patches/regular		47.30
				<hr/>
				47.30
Check No:	0	Check Date:		
Vendor:	1441	Grainger		
9206781552		PW/non flattening wheel 8" dia		102.23
				<hr/>
				102.23
Check No:	0	Check Date:		
Vendor:	1505	Benz Construction Services		
2202431		GG/toilet srvc-rental/115 S Robinson st		450.00
2202690		PW/toilet srvc-rental/800 Enterprise Way		55.75
2202690		PD/toilet srvc-rental/220 West C st		55.75
2205231		Sump/rolloff srvc&remove/KC gate-recycling-ac		1,107.83
				<hr/>
				1,669.33
Check No:	0	Check Date:		
Vendor:	1507	Berchtold Equipment Company		
PC96499		PW/v-belt/tensioner		210.71
				<hr/>
				210.71
Check No:	0	Check Date:		
Vendor:	1676	The Human Extension Tec		
16372		CD/10' usb extension cable		18.26
				<hr/>
				18.26
Check No:	0	Check Date:		
Vendor:	1724	Banks Pest Control, Inc.		
378649		GG/pest control srvc/115 S Robinson st		72.00
				<hr/>
				72.00
Check No:	0	Check Date:		
Vendor:	1729	Alpha Landscape Maintenance		
11696		GG/City offices		48.02
11696 10		Strt-Lndscp/South Curry		222.50
11696 11		Lndscp/Heritage Oak		843.12
11696 12		Lndscp/KB Tract/Dennison		3,524.54
11696 13		PD/new Police bldg		3.15
11696 14		Strt Lndscp/street trees		10.09
11696 15		Strt Lndscp/Dennison street		704.20
11696 16		Lndscp/Clear View		314.65
11696 17		GG/Pioneer Park		541.45
11696 18		GG/Old Town planters		80.15
11696 19		Lndscp/Mill strt cottages		24.09
11696 2		GG/Market Place & Union Pacific		215.91
11696 20		GG/Old fire house on Pinon		117.31
11696 21		GG/Robinson Park		493.30
11696 22		GG/Taco sandwich & wall		27.48
11696 23		GG/Senior Center		102.57
11696 24		Railroad Depot		124.59

11696 25	Lndscp/Phase 4 downtown planters	33.95
11696 26	Lndscp/Red Barn	86.22
11696 27	Lndscp/Red Barn Phase 2	7.00
11696 28	GG/Robinson parking lot	24.45
11696 3	Strt Lndscp/Mill strt islands	415.98
11696 4	Strt Lndscp/Capitol Hills (South island)	263.91
11696 5	Lndscp/Manzanita Park	706.41
11696 6	Lndscp/KB Tract Highland LMD	500.85
11696 7	Lndscp/Alta Tract/Warrior Park	4,367.95
11696 8	Lndscp/all planters/Hifghline & tract perimeters	1,534.02
11696 9	Lndscp/Alta Parkway lawns	171.51

15,509.37

Check No:	0	Check Date:	
Vendor:	1759	State Water Resources Control Board	
082213 1		Swr/contr #2808-550-0/AR #2808-13-20	190,280.04
082213 2		Swr/contr #2808-550-0/AR #2808-13-20/interest	5,708.40

195,988.44

Check No:	0	Check Date:	
Vendor:	1801	HD Supply Waterworks, LTD	
B201574		Wtr/conc box/stl cover	305.28
B219948		Wtr/diffuser hose	150.50
B271245		Wtr/ps series repair kit	42.39
B315845		Swr/nipple/union	41.72
B322758		Wtr/mipxfnst swivel	894.59
B329063		PD/flg conc reducer/hex bolt&nut kit/flg ring gsl	954.67

2,389.15

Check No:	0	Check Date:	
Vendor:	1846	Haaker Equipment Company	
C97176		Strts/2 air cylinders/cylinder repair kit	840.72

840.72

Check No:	0	Check Date:	
Vendor:	1866	Bear Valley CSD	
08-2013		PD/dispatch service/August 2013	35,381.95

35,381.95

Check No:	0	Check Date:	
Vendor:	1947	Tehachapi Lawn and Garden	
5051		PW/saw chain for echo cs400	29.01

29.01

Check No:	0	Check Date:	
Vendor:	1982	SSD Systems	
997321-A 1		A/security alarm monitoring/314 Hayes st	35.00
997321-A 2		Cnstr/security alarm monitoring/100 Commercia	33.00
997321-A 3		GG/security alarm monitoring/108 Pinon st	33.00

101.00

Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
785381		PW/battery	95.13
786414		PW/super trim adh/circuit	45.76
786532		Strts/air filters	89.74

			Check Amount
Check No:	0	Check Date:	230.63
Vendor:	2134	Ferguson Enterprises Inc	
9563521		GG/wtr flux/90ell/acid brsh/wire hdl fig brsh	291.11
			291.11
Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
197069		GG/coffee	76.00
197088		GG/coffee cups	118.25
AUG3505		GG/rental water cooler	26.95
			221.20
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1308055		Wtr/chlor sol	474.24
			474.24
Check No:	0	Check Date:	
Vendor:	2459	CSG Systems, Inc.	
746201		GG/inserting fee/laser imaging/newsletter	505.60
746201 2		Rfs/postage	203.02
746201 3		Wtr/postage	507.56
746201 4		Swr/postage	304.53
746201 5		Rfs/printing	111.78
746201 6		Wtr/printing	279.46
746201 7		Swr/printing	167.68
			2,079.63
Check No:	0	Check Date:	
Vendor:	2636	HDWBC	
30064		IT/monthly contracted IT for July 2013	2,000.00
30064 2		IT/total billable hours for July 2013	2,635.00
			4,635.00
Check No:	0	Check Date:	
Vendor:	2676	USPS-Hasler	
082213		GG/postage	1,000.00
			1,000.00
Check No:	0	Check Date:	
Vendor:	2752	Fastenal Company	
CATEH2095		Swr/gloves/safety vests/eyewear/scrubs solar gu	344.00
			344.00
Check No:	0	Check Date:	
Vendor:	2812	Tehachapi Mountain Rodeo Association	
082213		Special Event Insurance Deposit/refund	200.00
			200.00
Check No:	0	Check Date:	
Vendor:	2874	Department of Justice, Accounting Office	
986412		PD/fingerprint apps	160.00
986412 2		PD/fingerprint-FBI	34.00
986412 3		PD/15/30 srchg DSS billed	10.00

			Check Amount
Check No:	0	Check Date:	204.00
Vendor:	2888	National Environmental Chemicals Inc.	
080813		PW/12-degreaser-gallon	891.77
080813 UT		Use tax	-52.47
			839.30
Check No:	0	Check Date:	
Vendor:	2960	A-1 Air Conditioning & Heating	
1088		PW/repair/control board/service call/labor	475.00
			475.00
Check No:	0	Check Date:	
Vendor:	2981	Burke, Williams & Sorenson, LLP	
168954		Foreclosure expense/FNG Partners 89-3	2,020.66
			2,020.66
Check No:	0	Check Date:	
Vendor:	3045	Precision Supply	
35190		PW/armour plate	348.51
			348.51
Check No:	0	Check Date:	
Vendor:	3051	Tehachapi Transmissions, Inc.	
004808		PD/oil change-lube-oil & filter	47.19
4830		PD/oil filter/motor oil	37.75
4846		PD/oem replacement alternator	107.50
			192.44
Check No:	0	Check Date:	
Vendor:	3097	Code 3 Uniforms	
375		PD/3 pair class c pants navy	177.34
407		PD/2 pair darknavy pants	118.23
			295.57
Check No:	0	Check Date:	
Vendor:	3173	Soto Tire & Wheels	
072313		PD/3 tires	465.00
082713		PD/2 tires	310.00
			775.00
Check No:	0	Check Date:	
Vendor:	3174	Tehachapi Auto Glass	
4952		PD/dw 1506gby/urethane/remove & replace	192.02
			192.02
Check No:	0	Check Date:	
Vendor:	3217	Office Depot	
669320337001		PD/toner	742.02
66932049001		PD/batteries/case copy paper	105.74
			847.76
Check No:	0	Check Date:	
Vendor:	3281	Statewide Traffic Safety and Signs, Inc.	
5146		Strts/3 triangles/type I barricades	1,175.19
A05157		Strts/12x18 green vinyl/sht egg	445.05

			Check Amount
			1,620.24
Check No:	0	Check Date:	
Vendor:	3295	A-C Electric Company	
19997		Strt/electrician labor/equipment trip charge	520.00
20297		Strt/electrician labor/equipment trip chrg	409.00
			929.00
Check No:	0	Check Date:	
Vendor:	3408	Kern Asphalt Paving and Sealing Co., Inc.	
0266108		Wtr/refund deposit net/hydrant meter charges	835.19
			835.19
Check No:	0	Check Date:	
Vendor:	3483	Endura Steel	
8-487032		PW/20' round cr/rect tube/flat hr/sq tube/shear	489.08
			489.08
Check No:	0	Check Date:	
Vendor:	3528	Grace Benedict	
868283		GG/reimbursement/pp plates	27.37
			27.37
Check No:	0	Check Date:	
Vendor:	3529	Momar Incorporated	
A38691		PW/tiger towels/safe-cracker aro	408.11
			408.11
Check No:	0	Check Date:	
Vendor:	3561	Lisa Wise Consulting Inc.	
1718		Consulting/housing element	1,440.00
1719		Consulting/zoning code update	6,356.00
			7,796.00
Check No:	0	Check Date:	
Vendor:	3579	TLO LLC	
080113		PD/tele/research	8.00
			8.00
Check No:	0	Check Date:	
Vendor:	3596	Kern Medical Center	
0030369546		PD/medical exam	254.00
			254.00
Check No:	0	Check Date:	
Vendor:	3623	Reddig Excavation	
081213		Wtr/refund deposit ne of hydrant meter charges	715.00
			715.00
Check No:	0	Check Date:	
Vendor:	3624	Carmen Selrick	
082213		GG/reimbursement for spay/neuter dog	8.00
			8.00
Check No:	0	Check Date:	
Vendor:	3625	Tehachapi Gandy Dancers	
082213		Special Event Insurance Deposit/refund	200.00

**Check Amount**

---

200.00

Date Totals:

---

384,432.44

Report Total:

---

384,432.44

---

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 8/28/2013 - 9:40 AM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0061	BSK Associates	
A311918		Swr/biosolids	1,496.00
A312430		Swr/effluent	150.00
A312432		Swr/freshwater	182.00
A312705		Swr/biosolids	52.00
A314761		Swr/effluent June	150.00
			2,030.00
Check No:	0	Check Date:	
Vendor:	0347	Quinn Company	
PC080312329		Swr/bolts/nuts/cutting edge	432.08
			432.08
Check No:	0	Check Date:	
Vendor:	0429	Tehachapi Valley Healthcare	
198209-0003-00		PD/employee recruitment/MGruett	58.30
305116-0002-00		PD/booking cost	43.80
			102.10
Check No:	0	Check Date:	
Vendor:	1724	Banks Pest Control, Inc.	
372020		PD/pest spraying/129 E F st	72.00
			72.00
Check No:	0	Check Date:	
Vendor:	2053	Burtch Construction, Inc.	
8		Tract 6216 Improvements Project(rebid) pay#8/r	56,402.50
			56,402.50
Check No:	0	Check Date:	
Vendor:	3626	County of Kern	
0029879305		PD/medical exam	484.00
			484.00
Date Totals:			59,522.68
Report Total:			59,522.68

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 8/15/2013 - 4:12 PM



			Check Amount
Check No:	38594	Check Date: 08/15/2013	
Vendor:	2963	AT&T	
4499441		Swr/lift station	15.94
4511155		PD/T1 line	306.42
4521830		PD/access line	179.34
			<hr/>
			501.70
Check No:	38595	Check Date: 08/15/2013	
Vendor:	0395	The Gas Company	
1		GG/non-residential/108 Pinon st	20.89
2		GG/non-residential/200 W Teh blv	16.85
			<hr/>
			37.74
			<hr/>
Date Totals:			539.44
			<hr/>
			<hr/>
Report Total:			539.44
			<hr/>
			<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 8/15/2013 - 4:21 PM



			Check Amount
Check No:	38624	Check Date: 08/15/2013	
Vendor:	1851	AT&T	
080113		GG/white page account	11.83
			11.83
Check No:	38625	Check Date: 08/15/2013	
Vendor:	2963	AT&T	
4575355		A/100 Commercial Way fax	45.80
4577027		Swr/telemetry system	15.94
4584825		GG/City Hall	840.98
4584826		Swr/WWTP office	101.41
4584828		GG/City Hall fax	59.69
4584829		A/awos	15.64
4584830		PW/fax	30.87
4584831		A/fuel system	15.95
4584834		SWR/scada	85.94
4585348		GG/108 Pinon	15.64
4585625		PD/unidentified line/disconnect effective 08/15/12	15.95
4585691		Depot	47.02
4586006		Sump Auto Dialer @ 1002 Applewood	15.95
			1,306.78
Check No:	38626	Check Date: 08/15/2013	
Vendor:	3274	Bright House Networks	
081113		GG/internet services	148.28
			148.28
Check No:	38627	Check Date: 08/15/2013	
Vendor:	2893	Cardmember Service	
005137310		CClerk/meals/Passport Agency training	26.31
0094210100		CClerk/meals/Passport Agency training	10.44
082413		GG/late fee	31.00
35889473		CClerk/meals/Passport Agency training	47.24
			114.99
Check No:	38628	Check Date: 08/15/2013	
Vendor:	0395	The Gas Company	
080813 1		GG/non-residential/200 W Teh blv	36.36
080813 2		A/non-residential/100 Commercial Way	14.30
080813 3		PD/non-residential/129 E F st	21.32
			71.98
Check No:	38629	Check Date: 08/15/2013	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
081413		Wtr/CEQA Snyder Well intertie project	54.75
			54.75

---

Check No:	38630	Check Date:	08/15/2013	
Vendor:	0433	Tehachapi Recycling, Inc.		
0832013		Recycling service		14,663.83

---

14,663.83

Check No:	38631	Check Date:	08/15/2013	
Vendor:	0434	Tehachapi Sanitation		
8012013		Kern County gate fees		14,904.91
8022013		Refuse contract		68,410.32

---

14,663.83

14,904.91

68,410.32

---

83,315.23

Date Totals: 99,687.67

---

Report Total: 99,687.67

---

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 8/19/2013 - 10:47 AM



Check Amount

Check No:	38632	Check Date:	08/19/2013	
Vendor:	0372	Southern California Edison		
1		Strts/100 W Teh blv #B		131.39
10		Strts/Mill st S/O E st		10.85
11		Strts/Highline & Curry		15.73
12		Strts/213 W I st		10.85
13		Strts/F st E/O Mulberry		173.61
14		Strts/Mill and J st		103.27
15		Strts/TR 45361 Mulberry ap		54.11
16		Strts/Mill and J st		69.99
17		Strts/Tucker rd/Hwy 202		166.02
18		Strts/Valley bl W/O Dennison		378.64
19		Strts/Goodrick dr E/O Dennison		189.32
2		Strts/101 W F st		217.37
20		Strts/Dennison/Brett av		42.02
21		Strts/800 S Curry st		27.14
22		Strts/303 E av D		13.72
23		Strts/326 E D st		23.39
24		Strts/Highway 202		27.14
25		Strts/Curry st/Walnut		16.56
26		Strts/Mulberry/Brentwood		69.90
27		Strts/1300 Goodrick dr #Z		25.40
28		Strts/Highway 202		52.65
29		Utilities/1002 Applewood st		37.83
3		Strts/TR 2995 Oakwood/Val		6,998.10
30		Wtr/126 S Snyder av		39.50
31		Wtr/NW cor Anita/Dennison		5,475.61
32		Wtr/White Oak extnd E/Curry		2,042.89
33		Wtr/129 Brentwood dr		3,965.81
34		Wtr/Curry/lrg water tanks		11,220.71
35		Wtr/Pinon		4,362.69
36		Wtr/1299 S Curry st		3,828.10
37		Wtr/000000 Teh blv/swr lift station		132.28
38		Wtr/Teh/Tucker		47.20
39		Swr/755 Steuber Well		1,271.76
4		LLD Strts/TR 2995 Oakwood/Val		273.11
40		Lndscp/180 Valley		27.58
41		Lndscp/115 Manzanita st		26.40
42		Lndscp/209 E Highline rd PED		25.57
43		Lndscp/Manzanite/Green		258.72
44		Lndscp/311 Sutter st		27.91
45		Lndscp/501 1/2 Pinon		27.41
46		Lndscp/115 Manzanita ln		27.41
47		Lndscp/1347 Clasico dr PED		36.25
48		Lndscp/1115 Alder av PED		26.74
49		Lndscp/14155 Alder av PED		26.41
5		LLD Strts/TR 2995 Oakwood/Val		193.82
50		Lndscp/1199 Canyon drv East		25.90

51	Lndscp/1200 S Dennison	25.73
52	Lndscp/1202 S Dennison	27.25
53	Lndscp/1000 Canyon dr W	26.07
54	Lndscp/Dennison/Pinon st	1,160.73
55	Lndscp/Mill st/D st	61.71
56	Lndscp/Teh blv/Bailey	75.76
57	Lndscp/409 Bailey ct	196.63
6	Strts/Curry st S/O Pinon	17.11
7	Strts/Teh blv/Dennison	11.63
8	Strts/710 W Teh blv	154.80
9	Strts/Tucker/Valley	121.14

44,123.34

Check No: 38633 Check Date: 08/19/2013

Vendor: 3011 Verizon Wireless

9708204651	F/mobile broadband	38.01
9708204651 2	GG/mobile broadband	29.65
9708204651 3	Wtr/mobile broadband	15.01
9708204651 4	Swr/mobile broadband	15.01
9709112024	PD/mobile broadband	408.30

505.98

Date Totals: 44,629.32

Report Total: 44,629.32

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 8/20/2013 - 9:58 AM



			Check Amount
Check No:	38715	Check Date: 08/20/2013	
Vendor:	1503	Southern California Edison Co.	
151677		PD/Relocation/new business/220 W C street	9,429.93
			<u>9,429.93</u>
Date Totals:			9,429.93
			<u>9,429.93</u>
Report Total:			9,429.93
			<u>9,429.93</u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 8/22/2013 - 1:20 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	38716	Check Date: 08/22/2013	
Vendor:	2963	AT&T	
4596599		PD\T1 Line	306.42
			306.42
Check No:	38717	Check Date: 08/22/2013	
Vendor:	1739	Chevron & Texaco Business Card Services	
38796956		GG\Fuel	140.97
38796956-1		GG\Fuel	199.11
38796956-2		GG\Fuel	6,514.29
			6,854.37
Check No:	38718	Check Date: 08/22/2013	
Vendor:	0395	The Gas Company	
08142013		Air\409 Bryan Ct	21.32
08162013		GG\108 Pinon St	18.45
			39.77
Check No:	38719	Check Date: 08/22/2013	
Vendor:	1822	Ed Grimes	
08152013		CC\Meals - ACCAPS Summit in Sacramento	53.67
08152013-1		CC\Mileage - ACCAPS Summit in Sacramento	372.90
			426.57
Check No:	38720	Check Date: 08/22/2013	
Vendor:	2892	Mountain Maintenance Group, Inc.	
4560 1		GG\cleaning\115 S Robinson st	680.00
4560 2		PD\cleaning\129 E F st	750.00
4560 3		Depot\cleaning	500.00
4560 4		Airport\cleaning	170.00
4560 5		WWTP\cleaning	340.00
4560 6		Airport\initial cleaning\108 Commercial Way	150.00
			2,590.00
Check No:	38721	Check Date: 08/22/2013	
Vendor:	0372	Southern California Edison	
08152013		Strts\800 S Curry St #A	43.32
08172013-1		GG\115 S Robinson St	1,502.31
08172013-10		Air\314 N Hayes St PAPI	89.21
08172013-11		Air\409 Bryan Ct	431.57
08172013-12		Air\West End Teh Airport	27.58
08172013-13		Air\NE Cor Teh Airport	234.51
08172013-14		Air\314 N Hayes St #G3	37.22
08172013-15		Air\Dennison s/o Hwy 58	151.36
08172013-16		Air\314 N Hayes St - Park	36.75
08172013-17		Air\314 N Hayes St - Park	120.20
08172013-18		PW\800 Enterprise - Misc	101.72

08172013-19	PW\800 Enterprise Shop	196.86
08172013-2	PD\129 E F St	1,718.16
08172013-20	PW\800 Enterprise Shop	227.50
08172013-21	PW\800 Enterprise Shop & Misc	951.70
08172013-22	PW\800 Enterprise Shop & Misc - late chgs	7.62
08172013-3	GG\303 E D St	33.90
08172013-4	GG\108 Pinon Dt	44.26
08172013-5	PW\100 Commercial Way	222.35
08172013-6	PW\101 Commercial Way	125.38
08172013-7	Air\314 N Hayes St	188.69
08172013-8	Air\9999 1/2 Hayes St	79.72
08172013-9	Air\316 S Mojave St	30.78

6,602.67

Date Totals: 16,819.80

Report Total: 16,819.80

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 9/11/2013 - 4:28 PM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0015	211 Praxair Distribution Inc.	
46968044		PW/industrial acetylene	135.03
			135.03
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories, Inc.	
B152667		Wtr/samples/Mojave Well/Oakwood/Brentwood	50.00
B152667 2		Wtr/samples/Mojave Well/Oakwood/Brentwood	36.00
B153012		Swr/samples/WWTP Headworks	325.00
			411.00
Check No:	0	Check Date:	
Vendor:	0041	Benz Propane Company, Inc.	
238238002		PW/yard bottles	48.88
238241907		PW/yard bottles	6.57
			55.45
Check No:	0	Check Date:	
Vendor:	0223	Kern County Auditors Office	
072013		Parking Citation Revenue July 2013	33.00
			33.00
Check No:	0	Check Date:	
Vendor:	0236	Kern Council of Governments	
082313		GG/KCAC dinner/meeting/7@ \$25 each	175.00
			175.00
Check No:	0	Check Date:	
Vendor:	0263	Lebeau, Thelen, LLP	
11		GG/legal srvc-extra/Broome	1,520.00
25		GG/legal srvc-extra/Pitchess motions	637.00
27		GG/legal srvc-extra/WalMart CEQA	16,760.00
57		GG/legal srvc-extra	1,501.00
			20,418.00
Check No:	0	Check Date:	
Vendor:	0300	Mission Linen & Uniform Service	
140185570		PW/cover fender auto/twl cntr/tt/hndcl/cov	119.76
140186962		PW/cover fender auto/twl cntr/tt/hndcl/cov	87.42
140186963		Swr/dust mop/mats	35.09
			242.27
Check No:	0	Check Date:	
Vendor:	0304	Mojave Sanitation	
2206848		Strts/trailer/large truck	3,188.86

		3,188.86
Check No:	0	Check Date:
Vendor:	0362	RSI Petroleum Products
0040930		PW/regular/fuel
0264383		PW/regular & diesel/fuel
0264505		PW/regular & diesel/fuel
0264588		PW/regular/fuel
0264690		PW/regular & diesel/fuel

1,416.36  
1,035.90  
1,122.71  
474.32  
711.23

---

4,760.52

Check No:	0	Check Date:
Vendor:	0399	Sparkletts
090113		Swr/laboratory supplies/bottled water/cooler rent

237.75

---

237.75

Check No:	0	Check Date:
Vendor:	0431	Tehachapi News
13258376		GG/notice of hearing
13258397		GG/notice of hearing
13272478		GG/ordinance no. 13-04
13272795		GG/ordinance no. 13-03

136.25  
136.25  
120.00  
213.75

---

606.25

Check No:	0	Check Date:
Vendor:	0441	Vulcan Materials Company
32074		PW/late charge
70039930		PW/5sk pm ae
70042032		PW/5sk pm ae
70044259		Wtr/3/8" fine pg64-10

35.10  
503.19  
746.16  
453.92

---

1,738.37

Check No:	0	Check Date:
Vendor:	0476	WITTS Everything for the Office
128579		A/divi panels
128827		GG/folders/batter/paper/clips
128886		PD/toilet tissue
128891		GG/toner/phaser
128895		GG/rpt covers/bndrs/paper ink crt/arrows flags/p
128916		GG/inkcart
128923		GG/color copy/print
128925		A/letters/folders/file folders
128927		GG/tape
128989		GG/lgl ruled pad/markers

215.00  
101.96  
77.39  
173.61  
265.70  
64.48  
287.03  
27.88  
20.93  
15.56

---

1,249.54

Check No:	0	Check Date:
Vendor:	0478	Zee Medical Service
626438		Swr/first aid supplies
626439		PW/first aid supplies
626440		Cnstre/first aid supplies
626441		GG/first aid supplies
626442		PD/first aid supplies

47.19  
85.36  
172.91  
106.21  
113.20

---

524.87

Check No:	0	Check Date:
Vendor:	0689	Pioneer True Value Home Center

63163	Swr/connectors/wht redu bushing/coupling	15.23
		<hr/> 15.23
Check No:	0 Check Date:	
Vendor:	0832 ACWA/JPIA	
1001131	Medical	66,221.45
1001132	Dental	7,910.60
1001133	Vision	879.50
1001134	Life/AD&D	1,387.66
		<hr/> 76,399.21
Check No:	0 Check Date:	
Vendor:	1032 Jack Davenport Sweeping Services, Inc.	
98103	Strts/broom sweeping service	8,640.00
		<hr/> 8,640.00
Check No:	0 Check Date:	
Vendor:	1034 Hinderliter deLlamas & Associates	
0021305	GG/contract srvcs/sales tax 3rd quarter/audit srv	1,223.09
		<hr/> 1,223.09
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	
4374	GG/letterhead	102.13
4375	PD/vinyl cut & applied to Police Mtrcycl	349.38
		<hr/> 451.51
Check No:	0 Check Date:	
Vendor:	1075 Prime Signs	
N-3249	A/aluminum signs/bucket truck/graphics	2,389.85
		<hr/> 2,389.85
Check No:	0 Check Date:	
Vendor:	1285 CA Dept of Corrections and Rehabilitation	
1800208783 1	Street cleaning/Maint CCI	841.69
1800208783 2	PW/CCI dedicated work crew	4,208.40
1800208783 3	Lndsep/CCI dedicated work crew	1,262.53
		<hr/> 6,312.62
Check No:	0 Check Date:	
Vendor:	1506 San Joaquin Safety Shoes	
61366	PW/annual safety shoes/JMcDonald	190.26
		<hr/> 190.26
Check No:	0 Check Date:	
Vendor:	1695 Applegate Garden Florist	
033497/1	GG/green plant/Midori	48.32
		<hr/> 48.32
Check No:	0 Check Date:	
Vendor:	1724 Banks Pest Control, Inc.	
378649	GG/bimonth/pest spraying	72.00
382073	PD/bimonth/pest spraying	72.00
		<hr/> 144.00
Check No:	0 Check Date:	
Vendor:	1846 Haaker Equipment Company	

C97615	Strts/iso mount/spacer/pwr band/air cylinder	814.12
C97634	Strts/iso mount/spacer	452.85

1,266.97

Check No:	0	Check Date:	
Vendor:	1860	Kern County Waste Management Dept.	
180520165		Strts/green waste	15.75
180520183		Strts/green waste	15.75
180520205		Strts/green waste	15.75
180520234		Strts/green waste	15.75
180520241		Strts/green waste	15.75
180520253		Strts/green waste	15.75
180520269		Strts/green waste	15.75
180520329		Strts/green waste	15.75
180520330		Strts/green waste	15.75
180520348		Strts/green waste	15.75
180520351		Strts/green waste	15.75
180520365		Strts/green waste	15.75
180520397		Strts/green waste	15.75
180520406		Strts/green waste	15.75
180520414		Strts/green waste	15.75
180520421		Strts/green waste	15.75
180520432		Strts/green waste	15.75
180520435		Strts/green waste	15.75
180520440		Strts/green waste	15.75
180520448		Strts/green waste	15.75
180520454		Strts/green waste	15.75
180521032		Strts/green waste	15.75
180521033		Strts/green waste	15.75
180521045		Strts/green waste	15.75
180521053		Strts/green waste	15.75
180521059		Strts/green waste	15.75
180521077		Strts/green waste	18.00
180521082		Strts/green waste	20.25
180521086		Strts/green waste	15.75
180521089		Strts/green waste	15.75
180521096		Strts/green waste	15.75
180521099		Strts/green waste	15.75
180521120		Strts/green waste	15.75
180521122		Strts/green waste	15.75
180521176		Strts/green waste	15.75
180521203		Strts/green waste	15.75
180521211		Strts/green waste	20.25
180521224		Strts/green waste	18.00
180521254		Strts/green waste	18.00
180521262		Strts/green waste	15.75
180521269		Strts/green waste	15.75
180521278		Strts/green waste	15.75
180521283		Strts/green waste	20.25
180521290		Strts/green waste	20.25
180521304		Strts/green waste	18.00
180521307		Strts/green waste	15.75
180521318		Strts/green waste	18.00
180521865		Strts/green waste	15.75
180521867		Strts/green waste	15.75
180521879		Strts/green waste	20.25
180521881		Strts/green waste	15.75
180521892		Strts/green waste	18.00

180521898	Strts/green waste	15.75
180521929	Strts/green waste	18.00
180521935	Strts/green waste	15.75
180521944	Strts/green waste	15.75
180521953	Strts/green waste	15.75
180521956	Strts/green waste	18.00
180521962	Strts/green waste	18.00
180521967	Strts/green waste	15.75
180521977	Strts/green waste	20.25
180521978	Strts/green waste	15.75
180522621	Strts/green waste	99.90
180522622	Strts/green waste	25.20
180522629	Strts/green waste	30.15
180522631	Strts/green waste	30.15
180522637	Strts/green waste	16.65
180522666	Strts/green waste	13.95
180522670	Strts/green waste	16.20
180522674	Strts/green waste	19.35
180522675	Strts/green waste	16.20

1,291.50

Check No: 0 Check Date:  
 Vendor: 1865 Kern EDC  
 5514 CD/Public Semi annual investment

7,500.00

7,500.00

Check No: 0 Check Date:  
 Vendor: 1866 Bear Valley CSD  
 092013 PD/dispatch services September 2013

35,381.85

35,381.85

Check No: 0 Check Date:  
 Vendor: 1982 SSD Systems

999272 1	A/alarm monitoring/314 Hayes st	35.00
999272 10	Swr/info pak750 Enterprise Way	9.95
999272 11	Swr/cellular primary/750 Enterprise Way	14.05
999272 12	GG/alarm monitoring115 S Robinson st	33.00
999272 2	Cnstrtc/alarm monitoring/100 Commercial Way	33.00
999272 3	GG/alarm monitoring/Pinon st	33.00
999272 4	PW/alarm monitoring/Enterprise Way	30.00
999272 5	A/alarm monitoring/Radio backup lease & moni	22.00
999272 6	Wtr/alarm monitoring/750 Enterprise Way	35.00
999272 7	Wtr/cellular monitoring/750 Enterprise Way	14.95
999272 8	Wtr/cellular monitoring/750 Enterprise Way	9.05
999272 9	Swr/alarm monitoring/750 Enterprise Way	25.00

294.00

Check No: 0 Check Date:  
 Vendor: 2111 Swift Napa Auto Parts

779461	PW/chuck	29.00
783353	Strts/heat shrink tubing/harness brackets/butt cor	99.87
786028	PW/brake pads	174.12
786751	A/batteries/core depositst	1,008.15
787827	PW/fuel filters/hydraulic filters/oil filters/cabin a	1,062.38
787920	PW/fls 40 fuses	25.68

2,399.20

Check No: 0 Check Date:

Vendor:	2147	Coffee Break Service, Inc.	
019662 CR		GG/coffee supplies/coffee/Credit	-112.00
294948		GG/coffee supplies/coffee	211.00
294956		GG/coffe cups	118.25
JUL3621		GG/rental water cooler	26.95
			<hr/>
			244.20
Check No:	0	Check Date:	
Vendor:	2218	Hillside Interiors	
02544		Lndscp/one bucket seat	100.00
			<hr/>
			100.00
Check No:	0	Check Date:	
Vendor:	2236	Pacific West Sound, Inc.	
18056		GG/rental A5000 circular antenna	215.00
			<hr/>
			215.00
Check No:	0	Check Date:	
Vendor:	2636	HDWBC	
30082		IT/monthly contracted flat rate August 2013	2,000.00
30082 2		IT/billable hours for all depts. for August 2013	658.75
			<hr/>
			2,658.75
Check No:	0	Check Date:	
Vendor:	2707	MailFinance	
H4167757		GG/lease pymnt/Jun 28 to Sep 27 2013	454.50
			<hr/>
			454.50
Check No:	0	Check Date:	
Vendor:	2752	Fastenal Company	
CATEH2382		PW/8" wide coarse wheel	19.19
			<hr/>
			19.19
Check No:	0	Check Date:	
Vendor:	2871	ProForce Law Enforcement	
182630		PD/class III laser/pwr mag	3,076.76
			<hr/>
			3,076.76
Check No:	0	Check Date:	
Vendor:	2902	Sim Sanitation, Inc	
25716		A/monthly standard & handicap rental	82.00
25924		A/monthly standard & handicap rental	82.00
			<hr/>
			164.00
Check No:	0	Check Date:	
Vendor:	2914	CivicPlus	
141613		GG/quarterly fee for hosting & support October-	2,005.20
			<hr/>
			2,005.20
Check No:	0	Check Date:	
Vendor:	2994	Richards Watson & Gershon	
191450		GG/Successor Agency expense/AB X1 26 advic	107.50
			<hr/>
			107.50
Check No:	0	Check Date:	
Vendor:	3039	Aspen Builders Inc.	
083113		PD/Construction/Pay#2 Aug 01 2013 thru Aug 3	221,141.95

		Check Amount
		221,141.95
Check No:	0 Check Date:	
Vendor:	3051 Tehachapi Transmissions, Inc.	
4849	PD/battery	177.38
		177.38
Check No:	0 Check Date:	
Vendor:	3062 Municipal Code Corporation	
00232970	CClerk/supplement pages	473.00
		473.00
Check No:	0 Check Date:	
Vendor:	3066 AECOM Technical Services, Inc.	
37367592	PD/construction admin	813.28
37371691	Tret 6216/construction admin services	5,072.49
37371738	Swr/WWTP reclaimed wtr system analysis	925.57
37371741	Safe Routes to schools @ Pinon & Curry	7,442.58
37371745	CD/Walmart FEMA CLOMR services	1,034.84
37371759 1	GG/2013 General Engineering services	555.00
37371759 2	CD/on-site inspection Dollar General	5,056.46
37371759 3	CD/on-site inspection Tehachapi Hospital	404.38
37371759 4	CD/on-site inspection 4 Seasons	1,011.52
37371759 5	PD/on-site inspection	1,281.29
37371759 6	CD/Tract 10997 Engineering assistance field	471.97
		24,069.38
Check No:	0 Check Date:	
Vendor:	3219 Seifel Consulting, Inc.	
11459	GG/RDA dissolution services	787.29
		787.29
Check No:	0 Check Date:	
Vendor:	3281 Statewide Traffic Safety and Signs, Inc.	
1286	Strts/215 white marking chalk	68.37
1306	Strts/plstc parking line/credit return	-69.88
5270	Strts/12" white line/8' stop fhwa/propane touch	4,840.00
K01285	Strts/12x18 green vinyl/wht egg/signs	364.43
		5,202.92
Check No:	0 Check Date:	
Vendor:	3294 Lewis Barricade	
1307687	GG/speed bump 6' Eagle	107.50
		107.50
Check No:	0 Check Date:	
Vendor:	3323 Dallis Higdon & Associates	
13439	PD/appraisal fee/302 West C str	2,800.00
		2,800.00
Check No:	0 Check Date:	
Vendor:	3374 Wells Tapping Service, Inc.	
6579	Wtr/6" quick valve complete	4,700.00
		4,700.00
Check No:	0 Check Date:	
Vendor:	3524 Cornerstone Engineering	

			Check Amount
25864	Tract 6216 street monuments/signage & striping		1,680.00
			1,680.00
Check No:	0	Check Date:	
Vendor:	3558	California Association for Local Economic Deve	
142		CD/FY 13-14 membership renewal dues	465.00
			465.00
Check No:	0	Check Date:	
Vendor:	3561	Lisa Wise Consulting Inc.	
1732		Consulting/Housing Element	1,290.00
			1,290.00
Check No:	0	Check Date:	
Vendor:	3564	Don's Pro Technology Auto Repair	
32701		PW/smog test/2005 Chev Slvr	52.70
32702		PW/smog test/2006 Chev Slvr	52.70
32703		Swr/smog test/1996 Ford	52.70
32726		PW/smog test/1997 Ford	80.48
32743		Swr/smog test/2006 Chev Slvr	52.70
32750		PW/smog test/1996 Ford	52.70
32755		PW/smog test/2004 Chev Slvr	52.70
32758		A/smog test/2005 Chev Colorado	52.70
32798		PW/smog test/2005 Chev Colorado	52.70
32798		PW/smog test/2005 Chev Colorado	52.70
32916		PD/smog test/2000 Ford	52.70
33459		PD/smog test/2003 Ford CV	51.29
			658.77
Check No:	0	Check Date:	
Vendor:	3579	TLO LLC	
090113		PD/person search	8.25
			8.25
Check No:	0	Check Date:	
Vendor:	3628	Kawaiisu Language and Cultural Center	
090413		Special Event Deposit refund/Event #13-34	200.00
			200.00
Check No:	0	Check Date:	
Vendor:	3629	Marina Landscape Inc.	
063013		Tract 6216/Pay #1 May 07 2013 thru June 30 20	7,125.00
073113		Tract 6216/Pay #2 July 01 2013 thru July 31 201	82,650.00
			89,775.00
Date Totals:			540,305.06
Report Total:			540,305.06

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 8/29/2013 - 12:59 PM



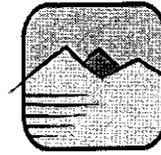
			Check Amount
Check No:	38726	Check Date: 08/29/2013	
Vendor:	2230	CDPH-OCP	
082913		Wtr/exam/Grade T3/AGamble	100.00
			100.00
Check No:	38727	Check Date: 08/29/2013	
Vendor:	2113	Fuel Controls, Inc.	
78806		A/100 Octane wholesale	22,763.13
			22,763.13
Check No:	38728	Check Date: 08/29/2013	
Vendor:	2695	Home Depot Credit Services	
0583695		Swr\sponge mop & floor cleaner	32.17
1013394		Air\materials for park sign	63.30
1020261		Swr\carpet metal seam binder	11.03
1122343		Constr\garden spade	58.33
1563387		PW\mason line/battery pack/masonry/paint	77.63
2011942		Swr\ratcheting sets	42.74
2011968		PW\shop tools & keys	106.48
2011982		Air\stain & blue painters tape	45.16
2013255		Wtr\milw 3pc set	21.47
2013259		PW\hex bolts	20.04
2028356		Wtr\shovel & lumber	54.11
2564104		Constr\knee pads	57.21
2570015		Sump\camo rope	13.38
2582961		Wtr\gal cplg/nipp	32.64
2590028		Air\cable cutter	35.39
3011728		Wtr\concrete mix tape measure & glue	52.87
3011760		Depot\doorlocks	75.16
3011762		PW\Sr Ctr\pvc solvent\caps sprinkler valves tape	83.60
3011810		PW\Sr Ctr\pvc solvent\adapters & ball valve	14.62
3011814		Air\clear glass & cutter	16.00
3013126		PW\copper pipe & heavy duty fitting brush	41.47
3013134		Pinon Sump\leaf rake & strap	42.96
3013146		PW\galvanized nipples	11.34
3013200		PW\drywall all purpose jc box Tilex mildew rem	73.95
3013220		Pinon Sump\flex coupling	13.46
3021824		Air\lumber nails glass	45.38
3028269		PW\studs	22.95
3584122		Constr\ryer hand groover float	94.78
4012984		PW\Dennison drain lifting grads	10.72
4013028		Swr\masonry mortar	5.36
4013056		Swr\flood light bulbs	19.29
4021683		PW\sidewalks\pvc pipe & tools	20.77
4028065		PW\heavy duty duct tape	21.37
4574853		Wtr\velcro strips	9.61
5010508		PW\locksets	62.50
5010520		PW\Sr Ctr\bucket & cement mix	17.25

5010588	PW\Sr Ctr\hose & dual connect	34.02
5010627	PW\washer & toggle 10 pak	12.69
5012924	Swr\concrete mix	13.55
5029455	Swr\caulk gun vinyl wall base	86.23
5029557	Air\park BBQ	42.94
5135057	PWF St sidewalks - sod	11.48
5135097	PWF St sidewalks - sod & guard	85.16
6010323	PW\pliers & screws	43.32
6010363	PW\hose & electronic igniter kit	42.53
6010440	Air\office repair	59.31
6010446	WWTP\sprinkler nozzle	10.22
6029361	Swr\carpet metal/glue	35.68
6029391	GG/w panel	53.62
6594669	PW\Sr Ctr\thread seal tape joint compound wash	22.87
6594681	PW\Sr Ctr\pvc cap slip & hardware cloth	15.71
7010165	Swr\paint & level	45.88
7010265	GG\dvdwhte/cap whit/panels	87.20
7029192	Wtr\lubricant	5.34
7029224	Swr\floor tile glue vinyl tile & materials	328.53
7029230	PW\primer & paint	76.35
8010021	PW\materials for shop oil drums	50.23
8010028	Swr\test plugs	25.59
8011286	PW\lumber stakes steel rods	163.41
8011307	PW\pvc caps sprinkler heads	23.66
8011329	PW\sprinkler pop ups	12.84
8011331	PW\Sidewalks\aluminum rods	45.11
8012695	Air\sign brace	3.39
8012716	Air\sign bolt	2.60
8020876	Air\counter top support clips	131.26
8029079	Swr\paint & brushes	119.08
8029088	Landscape Maint\2 gallon union	59.66
8563622	Wtr\telescopic pole	9.65
9011166	PW\steel rod & bits	35.27
9011208	PW\steel rods	10.36
9020646	GG\trash bags	15.02
9414365	PW/com securits	128.97
		3,375.22
	Date Totals:	26,238.35
		26,238.35
	Report Total:	26,238.35

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 9/5/2013 - 2:43 PM



# CITY OF TEHACHAPI CALIFORNIA

			Check Amount
Check No:	38804	Check Date: 09/05/2013	
Vendor:	2807	Denise Gutierrez-Brown	
09052013		PD\Meals 9-9 to 9-13-13\DBrown	275.00
09052013-1		PD\Mileage Reimb 9-9 to 9-13-13\DBrown	173.44
			448.44
Check No:	38805	Check Date: 09/05/2013	
Vendor:	3627	Hilton Anaheim/Orange Suites	
09052013		PD\Lodging 9-9 to 9-13-13\DBrown	689.05
09052013-1		PD\Parking 9-9 to 9-13-13\DBrown	75.00
			764.05
Check No:	38806	Check Date: 09/05/2013	
Vendor:	2892	Mountain Maintenance Group, Inc.	
4561		GG\cleaning 8/19-22 26-29	640.00
4561-1		PD\cleaning 8/18-22 25-29	750.00
4561-2		Depot\cleaning 8/22-26 29-9/2	500.00
4561-3		Airport\cleaning 8/22 & 30	170.00
4561-4		WWTP\cleaning 8/20 22 27 & 29	340.00
			2,400.00
Check No:	38807	Check Date: 09/05/2013	
Vendor:	3019	Orange County Sheriff's Department	
09052013		PD\Homicide Inv (Basic)9-9 to 9-13-13\DBrow	65.00
			65.00
Check No:	38808	Check Date: 09/05/2013	
Vendor:	3199	Slick Fish Marketing Co.	
1506		GG\Monthly Newsletter layout-Aug & Sept	250.00
1515		GG\Teh Demographics	144.00
			394.00
Check No:	38809	Check Date: 09/05/2013	
Vendor:	0372	Southern California Edison	
08212013		GG\311 E D St	204.84
08212013-1		Parks\114 S Green St	211.35
08212013-2		Strts\113 S Mojave St	122.55
08212013-3		LLD\318 E E St	74.21
08222013		GG\200 W Teh Blvd	27.25
08222013-1		Strts\213 S Curry St A	18.36
08222013-2		LLD\329 1/2 D St	104.22
08232013		GG\111 W I St	32.91
08232013-1		GG\1125 Capital Hills	24.57
08232013-2		GG\109 E Teh Blvd	95.70
08232013-3		GG\209 1/2 E Teh Blvd	25.23
08232013-4		GG\333 1/2 E Teh Blvd	128.10
08242013		801 Mtn View Ave	58.90

08272013	Strts\Teh Blvd w/o Green	16.01
08272013-1	Strts\103 Teh Blvd	69.97
08272013-2	Strts\101 E Teh Blvd #B	149.16
08272013-3	Strts\110 S Mill St	109.96
08272013-4	Strts\Curry & D St	16.01
08272013-5	Wtr\358 E D St	4,059.75
08312013	Strts\Hwy 202	53.78

5,602.83

Check No: 38810 Check Date: 09/05/2013  
 Vendor: 3597 Susan Burt Photography  
 13031 GG\Images for Ad\Agri-Tourism & Souza

68.00

68.00

Check No: 38811 Check Date: 09/05/2013  
 Vendor: 2809 Amelia Thompson  
 08262013 PD\LAHIDTA Homicide Train 8-22\mileage reir

133.66

133.66

Check No: 38812 Check Date: 09/05/2013  
 Vendor: 3011 Verizon Wireless

9709872564-1	Fin\Mobile Broadband	38.01
9709872564-2	GG\Mobile Broadband	29.65
9709872564-3	Wtr\Mobile Broadband	15.01
9709872564-4	Swr\Mobile Broadband	15.01
9710075892-1	GG\Mobile Broadband	38.01
9710075892-2	Air\Mobile Broadband	38.01
9710075892-3	GG\Mobile Broadband	38.01
9710075892-4	Air\Mobile Broadband	29.65
9710075892-5	PW\Mobile Broadband	29.65
9710075892-6	GG\Mobile Broadband	29.65
9710075892-7	CD\Mobile Broadband	29.65
9710075892-8	Swr\Mobile Broadband	15.01
9710075892-9	Wtr\Mobile Broadband	15.01
9710174556	Wtr\Mobile Broadband	15.01
9710174556-1	Swr\Mobile Broadband	15.01

390.35

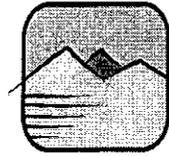
Date Totals: 10,266.33

Report Total: 10,266.33

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 9/5/2013 - 3:19 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			<u>Check Amount</u>
Check No:	38813	Check Date: 09/05/2013	
Vendor:	2580	Tehachapi Warriors Booster Club, Inc.	
09052013		GGBanner & Program Ad	400.00
			<u>400.00</u>
Date Totals:			400.00
			<u><u>400.00</u></u>
Report Total:			400.00
			<u><u>400.00</u></u>

CITY OF TEHACHAPI  
 TREASURER'S REPORT  
 FY 2013-14

MONTH END BANK STATEMENT BALANCE

			3/31/2013	4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/31/2013
<b>BANK ACCOUNTS</b>	<b>Institution</b>	<b>Acct#</b>						
General Checking	Bank of the Sierra	21002-06457	636,859.09	2,204,336.12	1,850,785.65	689,558.66	476,320.06	485,573.78
Water Deposit Trust	Bank of the Sierra	21002-08503	103,155.85	106,795.85	110,920.85	102,764.85	127,637.19	111,646.00
AD 89-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,597.01	87,602.85	87,606.01	87,608.20	87,610.39	87,612.58
AD 89-3	Bank of the Sierra	21002-81054	828.82	828.82	828.82	828.82	828.82	828.82
RDA Checking	Bank of the Sierra	21002-18650	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41
Payroll	Bank of the West	709-031215	47,375.96	47,190.09	47,036.17	46,882.06	46,713.36	46,556.84
RDA Flex Spending	Bank of the West	709-039747	13,155.23	12,447.80	12,724.25	12,968.57	12,645.08	13,587.12
AFLAC Flex Spending	Bank of the West	709-029821	20,741.14	52,043.49	82,894.31	30,833.26	36,910.48	70,131.27
Airport key Deposit/Cr Card Purch	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
Ashdown Water Escrow	Bank of the West	870513-870517	0.00	55,853.13	0.00	0.00	0.00	0.00
1994/2004 Refunding Bond	Bank of New York	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00
CFD 90-1	Union Bank	870951/52153/54	615,401.65	615,401.65	829,760.40	615,401.65	615,401.65	615,401.65
RDA 2007	Bank of New York	870711-16	577,854.28	577,854.28	764,988.03	577,854.28	577,854.28	577,854.28
RDA 2005	Bank of New York	870711-16	13,625,502.71	12,233,788.81	12,233,788.81	13,733,788.81	15,241,530.80	14,591,530.80
LAI/F	State of California	98-15-914						
<b>Total Funds in Banks</b>			<b>15,857,985.76</b>	<b>16,123,656.91</b>	<b>16,150,847.32</b>	<b>16,028,003.18</b>	<b>17,352,966.13</b>	<b>16,730,237.16</b>

**INVESTMENTS**

CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,004,554.00	2,004,952.88
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	647.81	73,229.68	73,459.63	237.10	466.42	703.39
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	384,005.10	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
			843,626.42	843,626.42	708,203.09	708,203.09	708,203.09	708,203.09
<b>Total Investments</b>			<b>3,228,279.33</b>	<b>3,231,861.20</b>	<b>3,096,667.82</b>	<b>3,023,445.29</b>	<b>3,028,228.61</b>	<b>3,028,864.46</b>

**TOTAL PORTFOLIO**

<b>19,086,265.09</b>	<b>19,355,518.11</b>	<b>19,247,515.14</b>	<b>19,051,448.47</b>	<b>20,381,194.74</b>	<b>19,759,101.62</b>
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

\* Loaned to Wtr/Swr to pay-off COP2000



# COUNCIL REPORTS

APPROVED  
DEPARTMENT HEAD: GP  
CITY MANAGER: 

**MEETING DATE:** September 16, 2013    **AGENDA SECTION:** Airport Manager

---

**TO:** Honorable Mayor Smith And Council Members  
**FROM:** Tom Glasgow, Airport Manager  
**DATE:** September 10, 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 for ground at Tehachapi Municipal Airport will terminate on September 30, 2013. Georgia Davis, the widow of the current lease holder is requesting a new Commercial Hangar Ground Lease Agreement for the same property beginning September 30, 2013.

## FISCAL IMPACT

Currently: \$177.00/month

New lease: \$260.16/month

## RECOMMENDATION

Approve the new Commercial Hangar Ground Lease Agreement between the City of Tehachapi and Georgia Davis commencing September 30<sup>th</sup>, 2013.

**ASSIGNMENT OF HANGAR GROUND LEASE**

**THIS ASSIGNMENT** made this 13<sup>th</sup> day of **August, 2013**, by and between **Mountain Hawk Aviation** (the "Assignor") and **Georgia Davis** (the "Assignee") who agree as follows:

1. **Assignment.** Subject to the consent of the City of Tehachapi, Assignor hereby assigns to Assignee all of its right, title, and interest in and to that certain hangar ground lease dated 1<sup>st</sup> **October, 1993**, between the City of Tehachapi as Lessor and Assignor herein as Lessee, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof (the "Lease"). Assignee hereby accepts this assignment and agrees to assume all of the obligations of Assignor under the Lease and agrees to be bound by all of the terms and conditions of same.

2. **Counterparts.** This Assignment may be executed in counterparts.

3. A facsimile or electronic copy of this fully signed assignment shall be as effective as the original for all purposes.

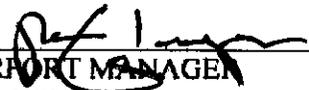
**WHEREFORE**, the parties have executed this Assignment on the date first hereinabove written.

  
Name: \_\_\_\_\_, "Assignor"

  
Name: \_\_\_\_\_, "Assignee"

**CONSENT TO ASSIGNMENT**

The undersigned, on behalf of the City of Tehachapi, hereby consents to the foregoing Assignment.

  
AIRPORT MANAGER  
TOM GLASGOW

**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 **16<sup>th</sup>** day of **September 2013**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Georgia Davis**, 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 **September 30<sup>th</sup>, 2013**, and terminating on **September 30<sup>th</sup>, 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 **September 30<sup>th</sup>, 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 LESSEE'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**

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

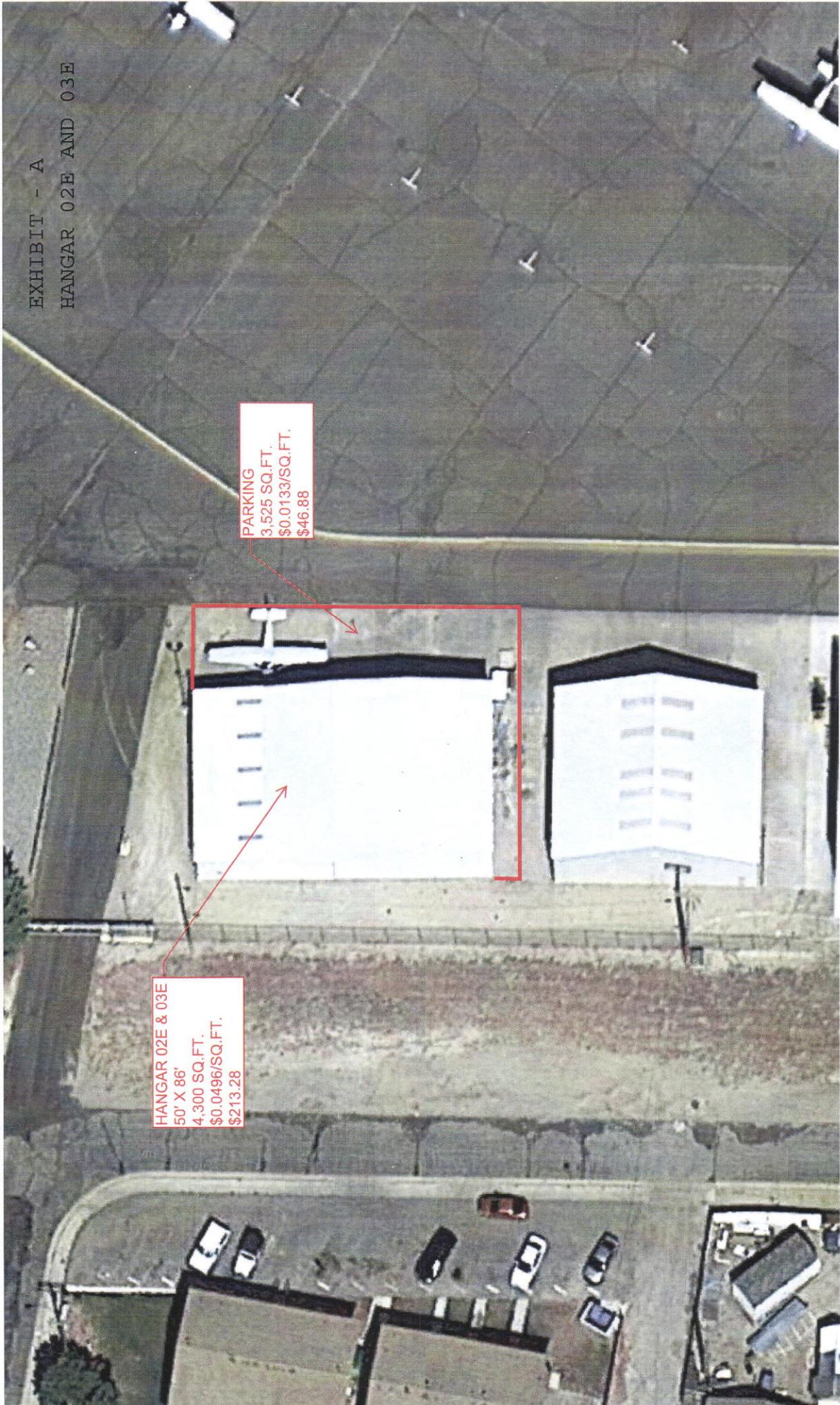
**By:** \_\_\_\_\_  
**Phil Smith**  
**Mayor of the City of Tehachapi, California**

**By:** \_\_\_\_\_  
**Georgia Davis**

EXHIBIT - A  
HANGAR 02E AND 03E

HANGAR 02E & 03E  
50' X 86'  
4,300 SQ.FT.  
\$0.0496/SQ.FT.  
\$213.28

PARKING  
3,525 SQ.FT.  
\$0.0133/SQ.FT.  
\$46.88





# COUNCIL REPORTS

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

**MEETING DATE:** September 16, 2013    **AGENDA SECTION:** Airport Manager

---

**TO:** Honorable Mayor Smith And Council Members

**FROM:** Tom Glasgow, Airport Manager

**DATE:** September 10, 2013

**SUBJECT:** New Lease Agreement, Hangar 04W

---

## BACKGROUND

The 20 year Hangar Ground Lease Agreement (dated September 1, 1987) between the City of Tehachapi and Charles Krone for ground at Tehachapi Municipal Airport terminated on August 31, 2012. Katie Ezell, the daughter of the prior leaseholder, is requesting a new Non-Commercial Hangar Ground Lease Agreement for the same property beginning September 16, 2013. The lease will be the standard 20 year lease with two consecutive 5 year options to renew.

## FISCAL IMPACT

Currently: \$43.25/month

New lease: \$38.97/month

## RECOMMENDATION

Approve the new Non-Commercial Hangar Ground Lease Agreement between the City of Tehachapi and Katie Ezell commencing September 16, 2013.

**NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT**

**(Tehachapi Airport) 04W (786sq.ft.)**

**THIS LEASE AGREEMENT**, hereinafter referred to as this "Lease", is made and entered into this **16<sup>th</sup>** day of **September, 2013**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **KayLyn Ezell**, 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 **September 16<sup>th</sup>, 2013**, and terminating on **September 16<sup>th</sup>, 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 **\$38.97** per month payable in advance on the first day of each month commencing **September 16<sup>th</sup>, 2013**. On January 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 January 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, 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.

(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 shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

(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.

**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 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 ten (10) 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.

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 11:59 p.m. (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 a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) 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 sixty (60) 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 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.

**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 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 Federal Aviation Administration 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 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 retain 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: **KayLyn Ezell**  
**8304 Dawn Breeze Ave.**  
**Las Vegas, NV 89131**  
**Cell: (702) 994-2179**  
**Home: (702) 839-5310**

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 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.

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: \_\_\_\_\_

**KayLyn Ezell**



EXHIBIT - A



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

**MEETING DATE:** SEPTEMBER 16, 2013    **AGENDA SECTION:** POLICE DEPARTMENT

---

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

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

**DATE:** SEPTEMBER 11, 2013

**SUBJECT:** PROPOSED RENEWAL OF SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING WITH TEHACHAPI UNIFIED SCHOOL DISTRICT

---

## BACKGROUND

As Council is aware, the City previously entered into a School Resource Officer Memorandum of Understanding (MOU) with the Tehachapi Unified School District. The MOU assigned a School Resource Officer from the Tehachapi Police Department to the TUSD in exchange for reimbursement from the TUSD to the City for fifty percent (50%) of the officer's salary, benefits, and TUSD approved overtime.

The program has experienced continued success, receiving praise from administration, faculty, students, parents, and the community. As such, the TUSD Board of Trustees voted on August 27, 2013, to renew the School Resource Officer MOU for another year and the Superintendent has signed the MOU on behalf of the TUSD.

## FISCAL IMPACT

None. The City's share of the funding was included in the 2013-2014 budget recently approved by the City Council.

## OPTIONS

- Approve and authorize the Mayor and Police Chief to sign the proposed renewal of the School Resource Officer Memorandum of Understanding with the Tehachapi Unified School District.
- Do not approve the proposed renewal of the School Resource Officer MOU.

## RECOMMENDATION

**APPROVE AND AUTHORIZE THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED RENEWAL OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING.**

Attachment: School Resource Officer Agreement

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT  
AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT REGARDING  
THE POSITION OF SCHOOL RESOURCE OFFICER FOR THE  
2013-2014 SCHOOL YEAR**

This Memorandum of Understanding (MOU) is entered into between the City of Tehachapi, on behalf of the Tehachapi Police Department (jointly referred to herein as "TPD"), and the Tehachapi Unified School District (TUSD). The purpose of this MOU is to delineate each party's rights and responsibilities with regard to the assignment of a TPD law enforcement officer, known as a School Resource Officer (SRO), to work closely with the TUSD.

Recitals

A. The parties agree that the assignment of a TPD law enforcement officer to work closely with TUSD as a SRO will enhance student safety, decrease the frequency of drug use and substance abuse by youths, lessen the occurrence of youth violence, dissuade gang activities, encourage good relations between TPD and the student community, benefit law enforcement generally in the Tehachapi community, and promote the overall safety and security of the educational environment at TUSD schools.

B. The parties desire to delineate their respective rights and responsibilities in connection with the creation and maintenance of the SRO position by TPD.

Terms

The parties agree as follows:

1. Responsibilities of TPD:

Any law enforcement officer assigned to the SRO position contemplated by this MOU shall be a trained and sworn peace officer employed by TPD.

TPD will provide to TUSD an informative profile of any officer to be assigned as SRO, which will include sufficient information to identify the officer, his or her education and law enforcement experience, and other such public information deemed appropriate by the Chief of Police.

TPD will assign to the position of SRO only those law enforcement officers agreeable to TUSD and TPD.

TPD will assign the SRO to TUSD during the regular school year, during summer school, and when students are on campus for pre-school year activities, such as football practice. It is agreed that this period of time is approximately 10 months. The SRO may

only be assigned non-school related duties during an emergency, a crisis, manpower shortage, when school is not in session, or as otherwise determined by TPD.

TPD will consult and coordinate with TUSD with regard to the activities and duties of the SRO. Both TPD and TUSD will designate a primary contact person for this purpose. For TPD, that person may be the assigned SRO.

TPD will participate in regular "Safe Campus Committee" meetings arranged by the school district, for the purpose of discussing school safety, youth drug use issues, gang participation/ activity, and other youth related crime. TPD will designate a representative for this purpose, which may be the assigned SRO. TUSD will encourage maximum attendance by school site administrators and/or their designees.

TPD will participate in School Attendance Review Board meetings when invited. The TPD representative at such meetings may be the assigned SRO.

TPD will provide the SRO with a patrol vehicle and associated equipment (radio, computer, fax, etc). TPD will bear the cost of operating, maintaining, and repairing the patrol vehicle and associated equipment (gas, oil, tires, repairs, etc.)

TPD will approve overtime as may be necessary and only with the concurrence of, or at the request of, TUSD and TUSD will pay 50% of the SRO's overtime pay.

TPD will compile statistics and other information regarding: 1) juvenile arrests; 2) SRO time while physically at school sites; 3) the nature and frequency of participation in school related activities by all TPD personnel; 4) officer training regarding the prevention of drug use by youths; and 5) other matters that may lead to informed decision making by the Tehachapi City Counsel and TUSD Board of Trustees, or the successful application for future grant opportunities, if any. TPD will report such information annually to the TUSD Board of Trustees.

TPD will arrange and fund any training that may be needed by or recommended for the SRO.

The SRO will make reasonable efforts to perform the following:

- Review and revise as necessary, or initiate development of school protocols to be used in the event of a tragic situation developing at a school site.

- Participate in a coordinated intervention system facilitating referral of high risk youths to intervention and counseling programs.

- Participate in intervention activities designed to (1) decrease drug possession and sales, (2) increase arrests for drug possession and sales, and (3) increase law enforcement visibility on middle school and high school campuses as appropriate.

-Schedule, announce, and conduct periodic training of school personnel, including campus security staff, in maintaining school safety, recognizing signs and symptoms of drug use, gang identification and prevention, and prevention of youth violence or other youth related crime.

-Schedule and conduct school-wide or classroom presentations, such as DARE or GREAT instruction for sixth graders and other presentations as necessary, to students in grades 7-12.

-Provide consultation and training as necessary to other law enforcement personnel who may be required to interact with youthful suspects. Such counseling or training should include recognition and understanding of symptoms typically associated with cognitive disabilities, such as mental retardation, ADHD, and autism.

- Perform other duties as mutually agreed, such as conflict mediation, patrolling and traffic control in and around school sites.

- Respect the constitutional and statutory rights accorded to students and school staff.

- Make reasonable efforts to cooperate with TUSD administrative personnel.

## 2. Responsibilities of TUSD:

TUSD will make reasonable efforts to cooperate with the assigned SRO and related TPD personnel.

TUSD will reimburse TPD for 50 percent of the SRO's monthly salary and benefits for the 10 month period referenced in Paragraph 1. TPD is entirely responsible for the SRO's monthly salary and benefits during the remaining two months of the year. TPD shall submit invoices for reimbursement to TUSD on a quarterly basis.

TUSD will reimburse TPD for 50 percent of the cost of outside training provided to the SRO, but only when the TUSD Superintendent has given his/her prior approval, in writing, authorizing the expenditure.

If the City of Tehachapi or TPD receives funding through a grant or from a third party for the purpose of establishing or maintaining a SRO, TUSD's reimbursement obligation is contingent upon, and only to the extent that, such funding has been dedicated solely to the SRO position and has been fully exhausted.

TUSD will provide the SRO with office space, supplies, and equipment necessary to develop and deliver pertinent information or presentations to students, school staff, other law enforcement officers/agencies, or to prepare for the meetings required under this MOU, including access to alarm codes, word processing equipment, copying machines, overhead projectors, and stationery supplies, as well as secretarial assistance and help from TUSD media and technology personnel.

3. Employment Status of the SRO. The parties agree that in performing the services pursuant to this MOU, the SRO is an employee of TPD, is not a TUSD employee, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits TUSD may provide for its employees. The SRO shall be directed and instructed by TPD.

TPD shall provide all services under this MOU as an independent contractor and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this MOU shall be deemed to create any relationship of principal and agent, master and servant, or employer and employee between TUSD and the SRO.

TPD shall be solely responsible for withholding, applicable payroll taxes, and contributions, including but not limited to federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. TPD agrees to hold harmless, indemnify, and defend TUSD from any liability resulting from TPD's failure to make such payments, including self-employment taxes.

If TUSD is held to be an employer or co-employer of the SRO due to the acts or conduct of TPD, TPD shall hold harmless and indemnify TUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by TUSD as a result of that holding.

4. Duration. This MOU shall be effective on the date signed by the authorized representatives of each party and shall continue in effect until June 30, 2014. It may then be duly extended by the affirmative action of both parties for periods of time not to exceed three years.

5. Termination. This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30 calendar days after actual receipt of the written notice. TUSD will reimburse TPD pro rata for services up to the date of actual termination.

6. Indemnification. Each party shall defend, hold harmless, and indemnify the other, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, death, sickness, or injury to any person(s) or damage to any property, (but not to include consequential damages), from any cause whatsoever arising from or connected with the party's actions and conduct except to the extent resulting from the actions or conduct of the other party, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives.

This indemnity shall survive termination of this MOU and is in addition to any other rights or remedies that TUSD may have under law and/or otherwise.

7. Insurance. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company admitted to do business in California (or self-insurance or joint powers coverage): (1) general liability with minimum coverage limits of \$1,000,000 per occurrence; (2) automobile liability as required by state law; (3) professional liability (malpractice) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party shall furnish the other with a certificate or certificates of insurance containing the endorsements required under this section, and the other party shall have the right to inspect the insured's original insurance policies (or self-insurance memorandum of coverage) upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, the party whose insurance is so affected shall immediately file with the other a certified copy of the required new or renewal policy and certificates for such policy.

8. Nondiscrimination. Neither party shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall the personnel of either party harass any person based on gender or any other basis prohibited by applicable law in the course of performing its obligations under this MOU.

9. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the party or on the second business day after mailing, if the document is mailed by registered or certified mail addressed to the party at the address set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

10. Miscellaneous.

A. Entire Agreement. This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to SRO services to be rendered, and supersedes all prior and contemporaneous understandings or MOUs of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.

B. Amendment. The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance,

performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to either party to this MOU, nor shall any provision give any third person any right of subrogation or action against either party to this MOU.

F. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

TEHACHAPI UNIFIED  
SCHOOL DISTRICT

CITY OF TEHACHAPI

By:   
Nick Heinlein  
Chief Administrator, Business Services  
300 S. Robinson Street  
Tehachapi, California 93561

By: \_\_\_\_\_  
Phil Smith, Mayor  
115 South Robinson Street  
Tehachapi, California 93561

Date: 8/28/13 \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Kermode, Chief of Police  
Tehachapi Police Department  
115 South Robinson Street  
Tehachapi, California 93561

Date: \_\_\_\_\_



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

**MEETING DATE:** SEPTEMBER 16, 2013    **AGENDA SECTION:** POLICE DEPARTMENT

---

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

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

**DATE:** SEPTEMBER 11, 2013

**SUBJECT:** 2013-2014 PROPOSED SPENDING PLAN  
SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND

---

## BACKGROUND

As Council is aware, the City receives \$100,000.00 from the State of California through the Supplemental Law Enforcement Services Fund (SLESF). These funds are also commonly referred to as state "COPS" funds. Based upon the continuing state budget situation, the \$100,000.00 for fiscal year 2013-2014 is being paid to the cities in installments.

California Government Code Section 30061(c)(2) requires that the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city. These written requests shall be acted upon by the city council at a public hearing. The city council must consider these written requests separate and apart from the process applicable to proposed allocations of the general fund.

California Government Code Section 30061(d) requires that for each fiscal year in which a city receives any SLESF moneys, in no event shall the governing body subsequently alter any previous, valid appropriation by that body, for that same fiscal year.

California Government Code Section 30062(a) requires that "these moneys be expended exclusively to provide front line law enforcement services." The section goes on to state that "these moneys shall supplement existing services and shall not be used to supplant any existing funding for law enforcement services provided by that entity."

In accordance with the above referenced Government Code sections, the Police Department has developed a proposed spending plan for the 2013-2014 SLESF funds. The proposed spending plan would allocate funds to: hire 1 additional police officer with non-General Fund money to help address the impacts of AB 109, purchase 2 used BMW police motorcycles from the City of Taft, repair & refurbishment of the motorcycles, necessary motor officer training & equipment, parts & installation for 3 vehicles, 780 hours of part-time salary for temporary part-time reserve officers to fill supplement patrol staffing, and supplement the department overtime account.

**Proposed Spending Plan for 2013-2014 State COPS Funds**

Allocation to salary & benefits for new "AB 109" Officer. Remaining allocation from state AB 109 funding.	\$22,600.00
Purchase of two used BMW police motorcycles from City of Taft.	\$6,000.00
Repair, refurbishing, & graphics for two BMW police motorcycles.	\$8,215.00
Motor officer training & equipment.	\$3,932.00
Laptop mounting for two patrol vehicles.	\$4,391.00
Purchase & installation of rebuilt engine for transportation van.	\$5,000.00
Salary for temporary part-time reserve officers.	\$15,000.00
Allocation to patrol overtime account.	\$34,862.00
<b>Total Allocation</b>	<b>\$100,000.00</b>

**FISCAL IMPACT**

None. All funds are supplemental to the existing 2013-2014 budget.

**OPTIONS**

- Approve proposed SLESF spending plan as described above.
- Direct staff to modify proposed SLESF spending plan to include Council recommendations.
- Do not approve proposed SLESF spending plan.

**RECOMMENDATION**

**APPROVE PROPOSED SLESF SPENDING PLAN AS DESCRIBED ABOVE.**

Attachments: California Government Code Sections 30061-30065

**GOVERNMENT CODE  
SECTION 30061-30065**

**30061.** (a) There shall be established in each county treasury a Supplemental Law Enforcement Services Fund (SLESF), to receive all amounts allocated to a county for purposes of implementing this chapter.

(b) In any fiscal year for which a county receives moneys to be expended for the implementation of this chapter, the county auditor shall allocate the moneys in the county's SLESF, including any interest or other return earned on the investment of those moneys, within 30 days of the deposit of those moneys into the fund, and shall allocate those moneys in accordance with the requirements set forth in this subdivision. However, the auditor shall not transfer those moneys to a recipient agency until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan from the governing board of that agency. The moneys shall be allocated as follows:

(1) Five and fifteen-hundredths percent to the county sheriff for county jail construction and operation. In the case of Madera, Napa, and Santa Clara Counties, this allocation shall be made to the county director or chief of corrections.

(2) Five and fifteen-hundredths percent to the district attorney for criminal prosecution.

(3) Thirty-nine and seven-tenths percent to the county and the cities within the county, and, in the case of San Mateo, Kern, Siskiyou, and Contra Costa Counties, also to the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District, in accordance with the relative population of the cities within the county and the unincorporated area of the county, and the Broadmoor Police Protection District in the County of San Mateo, the Bear Valley Community Services District and the Stallion Springs Community Services District in Kern County, the Lake Shastina Community Services District in Siskiyou County, and the Kensington Police Protection and Community Services District in Contra Costa County, as specified in the most recent January estimate by the population research unit of the Department of Finance, and as adjusted to provide a grant of at least one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction. For a newly incorporated city whose population estimate is not published by the Department of Finance, but that was incorporated prior to July 1 of the fiscal year in which an allocation from the SLESF is to be made, the city manager, or an appointee of the legislative body, if a city manager is not available, and the county administrative or executive officer shall prepare a joint notification to the Department of Finance and the county auditor with a population estimate reduction of the unincorporated area of the county equal to the population of the newly incorporated city by July 15, or within 15 days after the Budget Act is enacted, of the fiscal year in which an allocation from the SLESF is to be made. No person residing within the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community Services District, the Lake Shastina Community Services District, or the Kensington Police Protection and Community Services District shall also be counted as residing within the unincorporated area of the County of San Mateo, Kern, Siskiyou, or Contra Costa, or within any city located within those counties. The county auditor shall allocate a grant of at least one hundred thousand dollars (\$100,000) to each law enforcement jurisdiction. Moneys allocated to the county pursuant to this subdivision shall be retained in the county SLESF, and moneys allocated to a city pursuant to this subdivision shall be deposited in an SLESF established in the city treasury.

(4) Fifty percent to the county or city and county to implement a comprehensive multiagency juvenile justice plan as provided in this paragraph and to the Board of Corrections for administrative purposes. Funding for the Board of Corrections, as determined by the Department of Finance, shall not exceed two hundred seventy-five thousand dollars (\$275,000). For the 2003-04 fiscal year, of the two hundred seventy-five thousand dollars (\$275,000), up to one hundred seventy-six thousand dollars (\$176,000) may be used for juvenile facility inspections. The juvenile justice plan shall be developed by the local juvenile justice coordinating council in each county and city and county with the membership described in Section 749.22 of the Welfare and Institutions Code. If a plan has been previously approved by the Board of Corrections, the plan shall be reviewed and modified annually by the council. The plan or modified plan shall be approved by the county board of supervisors, and in the case of a city and county, the plan shall also be approved by the mayor. The plan or modified plan shall be submitted to the Board of Corrections by May 1, 2002, and annually thereafter.

(A) Juvenile justice plans shall include, but not be limited to, all of the following components:

(i) An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol, and youth services resources that specifically target at-risk juveniles, juvenile offenders, and their families.

(ii) An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substances sales, firearm-related violence, and juvenile substance abuse and alcohol use.

(iii) A local juvenile justice action strategy that provides for a continuum of responses to juvenile crime and delinquency and demonstrates a collaborative and integrated approach for implementing a system of swift, certain, and graduated responses for at-risk youth and juvenile offenders.

(iv) Programs identified in clause (iii) that are proposed to be funded pursuant to this subparagraph, including the projected amount of funding for each program.

(B) Programs proposed to be funded shall satisfy all of the following requirements:

(i) Be based on programs and approaches that have been demonstrated to be effective in reducing delinquency and addressing juvenile crime for any elements of response to juvenile crime and delinquency, including prevention, intervention, suppression, and incapacitation.

(ii) Collaborate and integrate services of all the resources set forth in clause (i) of subparagraph (A), to the extent appropriate.

(iii) Employ information sharing systems to ensure that county actions are fully coordinated, and designed to provide data for measuring the success of juvenile justice programs and strategies.

(iv) Adopt goals related to the outcome measures that shall be used to determine the effectiveness of the local juvenile justice action strategy.

(C) The plan shall also identify the specific objectives of the programs proposed for funding and specified outcome measures to determine the effectiveness of the programs and contain an accounting for all program participants, including those who do not complete the programs. Outcome measures of the programs proposed to be funded shall include, but not be limited to, all of the following:

(i) The rate of juvenile arrests per 100,000 population.

(ii) The rate of successful completion of probation.

(iii) The rate of successful completion of restitution and court-ordered community service responsibilities.

(iv) Arrest, incarceration, and probation violation rates of program participants.

(v) Quantification of the annual per capita costs of the program.

(D) The Board of Corrections shall review plans or modified plans submitted pursuant to this paragraph within 30 days upon receipt of submitted or resubmitted plans or modified plans. The board shall approve only those plans or modified plans that fulfill the requirements of this paragraph, and shall advise a submitting county or city and county immediately upon the approval of its plan or modified plan. The board shall offer, and provide, if requested, technical assistance to any county or city and county that submits a plan or modified plan not in compliance with the requirements of this paragraph. The SLESF shall only allocate funding pursuant to this paragraph upon notification from the board that a plan or modified plan has been approved.

(E) To assess the effectiveness of programs funded pursuant to this paragraph using the program outcome criteria specified in subparagraph (C), the following periodic reports shall be submitted:

(i) Each county or city and county shall report, beginning October 15, 2002, and annually each October 15 thereafter, to the county board of supervisors and the Board of Corrections, in a format specified by the Board of Corrections, on the programs funded pursuant to this chapter and program outcomes as specified in subparagraph (C).

(ii) The Board of Corrections shall compile the local reports and, by March 15, 2003, and annually thereafter, make a report to the Governor and the Legislature on program expenditures within each county and city and county from the appropriation for the purposes of this paragraph, on the outcomes as specified in subparagraph (C) of the programs funded pursuant to this paragraph and the statewide effectiveness of the comprehensive multiagency juvenile justice plans.

(c) Subject to subdivision (d), for each fiscal year in which the county, each city, the Broadmoor Police Protection District, the Bear Valley Community Services District, the Stallion Springs Community

Services District, the Lake Shastina Community Services District, and the Kensington Police Protection and Community Services District receive moneys pursuant to paragraph (3) of subdivision (b), the county, each city, and each district specified in this subdivision shall appropriate those moneys in accordance with the following procedures:

(1) In the case of the county, the county board of supervisors shall appropriate existing and anticipated moneys exclusively to provide frontline law enforcement services, other than those services specified in paragraphs (1) and (2) of subdivision (b), in the unincorporated areas of the county, in response to written requests submitted to the board by the county sheriff and the district attorney. Any request submitted pursuant to this paragraph shall specify the frontline law enforcement needs of the requesting entity, and those personnel, equipment, and programs that are necessary to meet those needs. The board shall, at a public hearing held at a time determined by the board in each year that the Legislature appropriates funds for purposes of this chapter, or within 30 days after a request by a recipient agency for a hearing if the funds have been received by the county from the state prior to that request, consider and determine each submitted request within 60 days of receipt, pursuant to the decision of a majority of a quorum present. The board shall consider these written requests separate and apart from the process applicable to proposed allocations of the county general fund.

(2) In the case of a city, the city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city. These written requests shall be acted upon by the city council in the same manner as specified in paragraph (1) for county appropriations.

(3) In the case of the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County, the legislative body of that special district shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief administrator of the law enforcement agency that provides police services for that special district. These written requests shall be acted upon by the legislative body in the same manner specified in paragraph (1) for county appropriations.

(d) For each fiscal year in which the county, a city, or the Broadmoor Police Protection District within the County of San Mateo, the Bear Valley Community Services District or the Stallion Springs Community Services District within Kern County, the Lake Shastina Community Services District within Siskiyou County, or the Kensington Police Protection and Community Services District within Contra Costa County receives any moneys pursuant to this chapter, in no event shall the governing body of any of those recipient agencies subsequently alter any previous, valid appropriation by that body, for that same fiscal year, of moneys allocated to the county or city pursuant to paragraph (3) of subdivision (b).

(e) The Controller shall allocate funds, upon their appropriation by the Legislature in the annual Budget Act, to local jurisdictions for public safety in accordance with this section as calculated by the Director of Finance. The Controller shall allocate these funds in four equal installments, to be paid in September, December, March, and June of each fiscal year.

(f) Funds received pursuant to subdivision (b) shall be expended or encumbered in accordance with this chapter no later than June 30 of the following fiscal year. A local agency that has not met this requirement shall remit unspent SLESF moneys to the Controller for deposit into the General Fund.

(g) If a county, a city, a city and county, or a qualifying special district does not comply with the requirements of this chapter to receive an SLESF allocation, the Controller shall revert those funds to the General Fund.

**30062.** (a) Except as required by paragraphs (1), (2), and (4) of subdivision (b) of Section 30061, moneys allocated from a Supplemental Law Enforcement Services Fund (SLESF) to a recipient entity shall be expended exclusively to provide front line law enforcement services. These moneys shall supplement existing services, and shall not be used to supplant any existing funding for law enforcement services provided by that entity. Moneys allocated pursuant to paragraph (4) of subdivision (b) of Section 30061 shall be used to supplement and not supplant funding by local agencies for existing services.

(b) In the Counties of Los Angeles, Orange, and San Diego only, the district attorney may, in consultation with city attorneys in the county, determine a prorated share of the moneys received by the

district attorney pursuant to this section to be allocated to city attorneys in the county in each fiscal year to fund the prosecution by those city attorneys of misdemeanor violations of state law.

(c) In no event shall any moneys allocated from the county's SLESF be expended by a recipient agency to fund any of the following:

(1) Administrative overhead costs in excess of 0.5 percent of a recipient entity's SLESF allocation for that year.

(2) The costs of any capital project or construction project funded from moneys allocated pursuant to paragraph (3) of subdivision (b) of Section 30061 that does not directly support front line law enforcement services.

(3) The costs of any capital project or construction project funded from moneys allocated pursuant to paragraph (4) of subdivision (b) of Section 30061.

(d) For purposes of subdivision (c), both of the following shall apply:

(1) A "recipient agency" or "recipient entity" is that entity that actually incurs the expenditures of SLESF funds allocated pursuant to paragraph (1), (2), (3), or (4) of subdivision (b) of Section 30061.

(2) Administrative overhead costs shall only be charged by the recipient entity, as defined in paragraph (1), up to 0.5 percent of its SLESF allocation.

(e) For purposes of this chapter, "front line law enforcement services" and "front line municipal police services" each include antigang, community crime prevention, and juvenile justice programs.

**30063.** (a) The Supplemental Law Enforcement Services Fund (SLESF) in each county or city is to be expended exclusively as required by this chapter. Moneys in that fund shall not be transferred to, or intermingled with, the moneys in any other fund in the county or city treasury, except that moneys may be transferred from the SLESF to the county's or city's general fund to the extent necessary to facilitate the appropriation and expenditure of those transferred moneys in the manner required by this chapter.

(b) Moneys in an SLESF may only be invested in safe and conservative investments in accordance with those standards of prudent investment applicable to the investment of trust moneys. The treasurer of the county and each city shall provide a monthly SLESF investment report to either the police chief or the county sheriff and district attorney, as applicable.

(c) Each year, at least 30 days prior to the date of the duly noticed public hearing required pursuant to paragraph (1) of subdivision (c) of Section 30061, the county auditor and city treasurer shall detail and summarize allocations from the county's or city's SLESF, as applicable, in a written, public report filed with the Supplemental Law Enforcement Oversight Committee (SLEOC), the county board of supervisors, or the city council, as applicable, for the entirety of the immediately preceding fiscal year, and the county sheriff or police chief, as applicable.

(d) A summary of the annual reports required in subdivision (c) shall be submitted in a standardized format to be developed by the Controller, in conjunction with the California District Attorney's Association, California Police Chief's Association, California State Sheriff's Association, California Peace Officer's Association, California County Auditor's Association, and California Municipal Treasurer's Association, by each SLEOC to the Controller on or before October 15, 2001, and each year thereafter. The Controller shall make a copy of the summarized reports available to the Governor, the Legislature, and the Legislative Analyst's Office.

(e) A county, a city, or a city and county that fails to submit the data required pursuant to subdivision (d) of this section or to report as required pursuant to clause (i) of subparagraph (E) of paragraph (4) of subdivision (b) of Section 30061 shall not continue to expend funds allocated pursuant to subdivision (b) of Section 30061 or interest earned pursuant to subdivision (b) of this section until that data and that report are submitted as required by this chapter.

(f) Notwithstanding subdivision (e), if the SLEOC fails to transmit the data to the Controller required pursuant to subdivision (d), the local law enforcement agency may submit its expenditure data directly to the Controller no later than 15 days after the date specified in subdivision (d). If the local law enforcement agency has complied with other requirements in this chapter, it may continue to expend funds allocated and interest earned pursuant to this chapter.

**30064.** (a) There is in each county a Supplemental Law Enforcement Oversight Committee (SLEOC), consisting of five members as follows:

(1) One municipal police chief.

(2) The county sheriff.

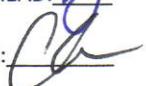
- (3) The district attorney.
- (4) The county's executive officer.
- (5) One city manager.

(b) (1) The cities in each county shall organize as a city selection committee for the purposes of appointing a city manager and a municipal police chief to the SLEOC. Each appointment shall be made by not less than a majority of all the cities in the county having not less than a majority of the population of all the cities in the county. For purposes of this paragraph, population figures shall be determined on the basis of the most recent census data developed by the Department of Finance.

(2) The SLEOC shall determine whether recipient entities have expended moneys received from the Supplemental Law Enforcement Services Fund (SLESF) in compliance with this chapter. For this purpose, the SLEOC shall at least annually review the expenditure of SLESF funds by city police departments, the county sheriff, and the district attorney, and shall make its annual review report available to the public.

**30065.** In no event shall this chapter be construed to affect in any manner the public safety service allocations required by Chapter 6.5 (commencing with Section 30051).



APPROVED  
DEPARTMENT HEAD:   
CITY MANAGER: 

# COUNCIL REPORTS

**MEETING DATE:** September 16, 2013    **AGENDA SECTION:** COMMUNITY DEVELOPMENT

---

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

**FROM:** DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

**DATE:** SEPTEMBER 10, 2013

**SUBJECT:** REQUEST FOR A FINDING OF PUBLIC CONVENIENCE AND/OR NECESSITY PER THE REQUEST OF THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (ABC) AT 846 TUCKER ROAD (DOLLAR GENERAL)

---

The Department of Alcoholic Beverage Control is requesting a finding of public convenience and/or necessity on behalf of the Dollar General store under construction at 846 Tucker Road who is attempting to purchase (Double Transfer) of a Type 21 off premise alcohol sale license and a Type 86 wine tasting license. The type 21 license is very straight forward. However, the type 86 licenses is a little unique in that it would allow Dollar General to conduct seasonal wine tasting and product sampling during the holidays. As the City Council may be aware Assembly Bill (A.B.) 2897 was signed into law in 1994, amending Section 23958.4 of the Business and Professional Code, which precludes the Department of Alcoholic Beverage Control (ABC) from issuing a license in an existing over-concentrated census tract without the consent of the local government. In this regard, the prohibition against issuing a new license, up-grading a license or modifying a license in an over concentrated area can be lifted if the local government determines that public convenience and/or necessity would be served by said issuance.

The subject site is located in Census Tract No. 61.00 which meets the over-concentration criteria per A.B. 2897 and therefore the ABC cannot commence with the licensing exchange process without a finding of public convenience and/or necessity being issued by the City of Tehachapi. It should be noted that the ABC does not have specific criteria on which to base the finding and as such cities have a great deal of latitude in this process. Dollar General is a stand alone store which occupies approximately 20,000 sq. ft. of space. The area slatted for alcohol sales represents approximately 1% of the total floor area dedicated to retail sales. "Over Concentration" also does not imply that the State, or anyone else, has previously looked at this census tract and determined that it has suffered any deleterious effects from the actual number of licenses existing; or that it will suffer if a new license is issued. It merely provides a guideline for making such a determination, in the form of determining whether in a particular situation, the ABC license would serve the "public convenience or necessity".

Thus the fact that the census tract in which the Dollar General site is located is statutorily "Over Concentrated" does not suggest that the selling of alcoholic beverages at a store selling a small amount of alcoholic beverages relative to the over all inventory at a discount box store will have adverse impacts. Rather, it simply

means that either public convenience or public necessity will be served by the sale of alcoholic beverages at this site in conjunction with the sales of other merchandise carried.

It should also be noted that the request to procure a Type 21 license is not unique to Tehachapi. Dollar General is attempting to procure Type 21 licensing for all of their retail establishments and in this regard Tehachapi is not being singled out by Dollar General as a "target rich environment" so to speak relative to alcohol sales. Additionally, if a finding of public convenience and necessity is granted by the City Council, and the licensing process commences, the ABC will conduct their own Public Hearing in which surrounding property owners within a 500-foot radius of the subject property are notified.

**RECOMMENDATION:**

Staff recommends that the City Council grant a finding of public convenience and/or necessity for the Dollar General Store to conduct off-site sale of alcoholic beverages (Type 21 ABC license) and on site wine tasting (Type 86 ABC license) at the location in question.