

## **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, November 4, 2013 - 6:00 P.M.**

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

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

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

### **PLEDGE TO FLAG**

### **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT**

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

### **AUDIENCE ORAL AND WRITTEN COMMUNICATIONS**

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

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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, NOVEMBER 4, 2013 - 6:00 P.M. - PG. 2**

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

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 35-13  
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

- \*2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 21, 2013 – **APPROVE AND FILE**
- \*4. Shred-it Agreement for secure on-site shredding services – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND SHRED-IT AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO CITY MANAGER AND CITY ATTORNEY APPROVAL**

**FINANCE DIRECTOR REPORTS**

- \*5. Disbursements, bills, and claims for October 21, 2013 through October 30, 2013 – **AUTHORIZE PAYMENTS**
- \*6. City of Tehachapi Treasurer's Report through October 2013 – **RECEIVE REPORT**
7. The City's auditor has recommended that the City establish policy and procedures for the City's fixed assets – **APPROVE THE RESOLUTION ESTABLISHING FIXED ASSET POLICY AND PROCEDURES FOR THE CITY'S FIXED ASSET HANDLING.**
8. Transfer of property to the Successor Agency pending Department of Finance review – **ADOPT A RESOLUTION AUTHORIZING THE TRANSFER OF CERTAIN PROPERTY TO THE SUCCESSOR AGENCY AND ADOPT A RESOLUTION OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY ACCEPTING THE TRANSFER OF CERTAIN PROPERTY**

**AIRPORT MANAGER REPORTS**

9. The Tehachapi Society of Pilots wishes to sponsor the construction of a fallen aviator monument at the Tehachapi Airport Aviator Park – **DIRECT STAFF TO PARTNER WITH THE TEHACHAPI SOCIETY OF PILOTS ON THE CONSTRUCTION OF A NEW MONUMENT AT THE TEHACHAPI AIRPORT AVIATOR PARK**

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MONDAY, NOVEMBER 4, 2013 - 6:00 P.M. - PG. 3**

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**CITY MANAGER REPORTS**

10. First amendment to the license agreement with the County of Kern for use of space at 500 East F Street – **APPROVE THE FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE COUNTY OF KERN FOR USE OF SPACE AT 500 EAST F STREET AND AUTHORIZE THE MAYOR TO SIGN**
  
11. William Bernie Lot Transfer Correction – **APPROVE THE DEED GRANTING WILLIAM BEIRNE CONSTRUCTION COMPANY, INC LOT 61 OF TRACT NO. 6062 UNIT B AND AUTHORIZE THE MAYOR TO SIGN**
  
12. Airport and City Development Ideas – **DIRECT STAFF TO FORM AN EXPLORATORY COMMITTEE TO RESEARCH AND PROVIDE RECOMMENDATIONS REGARDING CITY SPONSORED FLIGHT TRAINING TO CITY RESIDENTS; AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT WITH GRAVITY LOGIC FOR A MOUNTAIN BIKE PARK FEASIBILITY STUDY AT A COST OF UP TO \$16,500 TO BE APPROVED BY THE CITY ATTORNEY**
  
13. Recommendation from the Committee formed to consider the current and future existence of the Airport Commission to dissolve the Airport Commission and start an advisory committee to address specific issues at the request of either the Airport Manager, City Manager or City Council – **INTRODUCE ORDINANCE REPEALING ORDINANCE NOS. 464, 499, 649 AND 657 AND CHAPTER 11.04 OF THE TEHACHAPI MUNICIPAL CODE WHICH CREATED THE AIRPORT COMMISSION AND DESCRIBED ITS FUNCTIONS AND DISSOLVING THE AIRPORT COMMISSION**
  
14. Report to Council regarding current activities and programs – **VERBAL REPORT**  
**Attachment – Letter from Cal Trans regarding audible signal at Tucker and Valley.**

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

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

**CLOSED SESSION**

1. Conference with Real Property Negotiator (City Manager) Regarding Price and Terms of Payment for Real Property (Right of Way) Located at APN 417-011-23 Per Government Code Section 54956.8.
  
2. Conference with Real Property Negotiator (City Manager) Regarding Price and Terms of Payment for Real Property (Right of Way) Located at APN 417-011-11 Per Government Code Section 54956.8.
  
3. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 23W, per Government Code Section 54956.8.

**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, October 21, 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 Deputy City Clerk Ashley Whitmore</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 Kevin Caudle from Christian Life Assembly Church</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Ed Grimes</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</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> <p style="padding-left: 20px;">a. David Brust, Tehachapi Festivals, spoke in regards to the Tehachapi Apple Festival.</p> <p><b><u>CITY CLERK REPORTS</u></b></p>	<p>Approved Consent Agenda Ni/Wi Ayes All</p>
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**ACTION TAKEN**

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

All Ord. Read By Title Only

\*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 7, 2013 - **APPROVED AND FILED.**

Approved & Filed  
 Ni/Wi Ayes All

\*4. In anticipation of the sale of 108 Pinon, staff has located a facility to temporarily house city records – **APPROVED THE LEASE AGREEMENT BETWEEN PEGGY BLANCHARD, TRUSTEE OF THE PREWITT FAMILY TRUST AND THE CITY OF TEHACHAPI FOR RENTAL OF 104 SOUTH ROBINSON STREET FOR A PERIOD OF ONE YEAR AND AUTHORIZED THE CITY MANAGER TO SIGN SUBJECT TO CITY MANAGER AND CITY ATTORNEY APPROVAL**

Approved The Lease Agreement Between Peggy Blanchard, Trustee Of The Prewitt Family Trust And The City Of Tehachapi For Rental Of 104 South Robinson Street For A Period Of One Year And Authorized The City Manager To Sign Subject To City Manager And City Attorney Approval  
 Ni/Wi Ayes All

5. On October 17, 2013 Tehachapi Valley Recreation and Parks District board member Paul Press submitted a letter of resignation effective November 1, 2013. The Tehachapi City Council appoints two city residents to this five member board and will need to advertise in order to fill this position – **DEPUTY CITY CLERK, ASHLEY WHITMORE GAVE REPORT; GALE STEWART SPOKE IN REGARDS TO PAULS DEDICATION; DIRECTED STAFF TO ADVERTISE FOR THE APPOINTMENT OF ONE CITY RESIDENT TO THE TEHACHAPI VALLEY RECREATION AND PARKS DISTRICT TO COMPLETE THE TERM THAT EXPIRES ON FEBRUARY 3, 2017**

Directed Staff To Advertise For The Appointment Of One City Resident To The Tehachapi Valley Recreation And Parks District To Complete The Term That Expires On February 3, 2017  
 Gr/Wi Ayes All

**FINANCE DIRECTOR REPORTS**

\*6. Disbursements, bills, and claims for October 2, 2013 through October 17, 2013 – **AUTHORIZED PAYMENTS.**

Authorized Payments  
 Ni/Wi Ayes All

**CITY ENGINEER REPORTS**

7. Valley Boulevard Culvert Slip-Lining Maintenance Project bids – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ALLOCATED THE REMAINING TUCKER & VALLEY EXCHANGE FUNDS TO THE VALLEY BOULEVARD CULVERT SLIP-LINING MAINTENANCE PROJECT, AUTHORIZED THE MAYOR TO ENTER INTO A CONTACT WITH W.M. LYLES IN THE AMOUNT OF \$39,800.00, AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO THE AVAILABLE ALLOCATED FUNDS**

Allocated The Remaining Tucker & Valley Exchange Funds To The Valley Boulevard Culvert Slip-Lining Maintenance Project, Authorized The Mayor To Enter Into A Contact With W.M. Lyles In The Amount Of \$39,800.00, And Authorized The City Manager To Approve Any Necessary Change Orders Up To The Available Allocated Funds  
 Ni/Za Ayes All

**ASSISTANT CITY MANAGER REPORTS**

8. During the past year, City Staff has met with representative from SCE and the wind industry to ascertain the amount of current energy savings being realized from the ongoing operation of the turbines located at the Waste Water Treatment Plant. Unfortunately, that information is not readily discernible due to a lack of useful generation monitoring equipment. At this time, three of the four turbines are not operational and staff is not confident that the energy savings generated would

Authorized Disposition Of The Four Turbines Located At The City Of Tehachapi Waste Water Treatment Plant And Directed Staff To Solicit Buyers For Same  
 Gr/Wi Ayes All

reasonably pay off the cost for repair– **ASSISTANT CITY MANAGER, CHRIS KIRK, GAVE REPORT; CHARLES WHITE ASKED THE AMOUNT IT COSTS TO KEEP THE WASTE WATER TREATMENT PLANT RUNNING; AUTHORIZED DISPOSITION OF THE FOUR TURBINES LOCATED AT THE CITY OF TEHACHAPI WASTE WATER TREATMENT PLANT AND DIRECTED STAFF TO SOLICIT BUYERS FOR SAME**

**CITY MANAGER REPORTS**

9. Police Chief Jeff Kermode has indicated his intent to retire effective June 30, 2014. Staff has determined it is in the best interest of the City to hire a recruiter and has since requested and received proposals from three reputable companies – **CITY MANAGER, GREG GARRETT, GAVE REPORT; CHARLES WHITE ASKED IF STAFF CHECKED WITH BEAR VALLEY SPRINGS AND/OR STALLION SPRINGS ON THEIR PROCESS; APPROVED THE AGREEMENT BETWEEN BOB MURRAY AND ASSOCIATES AND THE CITY OF TEHACHAPI TO CONDUCT AN EXECUTIVE RECRUITMENT FOR A POLICE CHIEF AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO APPROVAL BY CITY MANAGER AND CITY ATTORNEY**
10. Hanger 1 Restoration Project – **CITY MANAGER, GREG GARRETT, GAVE REPORT; MARK PESTANA, FRIENDS OF TEHACHAPI AIRPORT, SPOKE IN REGARDS TO CONSOLOIDATING THE IDEAS AND CONCEPTS OF THE GROUP; RICK ONDONK, PILOT, SPOKE IN FAVOR OF THE RESTORATION; ALLOWED STAFF TO START AN EXPLORATORY COMMITTEE AND OPEN A PROJECT TO ALLOW FOR THE STRUCTURAL STUDY OF HANGER 1 AND FUTURE BEST USES AND SPEND UP TO \$5,000 FOR SAME**
11. Beginning November 2013, Tehachapi City Council and Planning Commission meetings will be held at the Claude L. Well’s Education Center and District Office board room at 300 South Robinson Street – **INFORMATION ONLY**
12. Report to Council regarding current activities and programs – **VERBAL REPORT.**

**Approved The Agreement Between Bob Murray And Associates And The City Of Tehachapi To Conduct An Executive Recruitment For A Police Chief And Authorized The Mayor To Sign Subject To Approval By City Manager And City Attorney  
Ni/Gr Ayes All**

**Allowed Staff To Start An Exploratory Committee And Open A Project To Allow For The Structural Study Of Hanger 1 And Future Best Uses And Spend Up To \$5,000 For Same  
Ni/Wi Ayes All**

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Council Member Grimes spoke in regards to being back home.

**ADJOURNMENT**

The City Council/Boards adjourned at 6:50 pm 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, November 4, 2013, at 6:00p.m.

Approved this 4<sup>th</sup> day  
Of November, 2013.

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PHILIP SMITH  
Mayor, City of Tehachapi

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ASHLEY WHITMORE  
Deputy City Clerk,  
City of Tehachapi



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

# COUNCIL REPORTS

MEETING DATE: NOVEMBER 4, 2013    AGENDA SECTION: CITY CLERK

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

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

**DATE:**                OCTOBER 30, 2013

**SUBJECT:**          SHRED-IT SECURE ON-SITE SHREDDING SERVICES

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## BACKGROUND

In an effort to continually make our City more efficient, Staff has contacted Shred-It for a quote for everyday shredding services. Currently, Staff spends approximately 4 - 6 hours per month shredding and disposing of non-essential documents. With this agreement, Shred-it would supply up to 3 secure bins and shred on site once every 4 weeks.

## FISCAL IMPACT

The total monthly cost is \$83.00.

## RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN SHRED-IT AND THE CITY OF TEHACHAPI TO PERFORM SECURE ON SITE SHREDDING SERVICES MONTHLY



# CLIENT AUTOMATIC SERVICE AGREEMENT

Branch Address: 3742 W. Gattysburg Ave. Suite 101, Fresno, CA. 93722  
(O): 559-256-2303 (C): 559-994-9651 (F): 559-256-2302 (E): alyssa.mathiason@shred-it.com

## Client Information

### Sold To Location:

Company Name: City of Tehachapi Tel: 661-822-2200 Fax: 661-822-8559  
Address: 115 S. Robinson Street Unit: \_\_\_\_\_  
City: Tehachapi State: CA Zip: 93561

Are invoices paid at this location:  Yes  No Same as:  Ship to  Bill to  Payer

Please complete if invoices are not paid at this location.

Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## Contacts

Primary contact applies to all

### Decision Maker:

Name: Ashley Whitmore Tel: 661-822-2200 ext101 Email: awhitmore@tehachapicityhall.com

### CSR:

Name: Ashley Whitmore Tel: 661-822-2200 ext101 Email: awhitmore@tehachapicityhall.com

### A/P:

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Email: \_\_\_\_\_

### ALT (Alternate):

Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Email: \_\_\_\_\_

Ship To Location: (service location)  Same as Sold to

Multiple Service Locations:  (check here and attach addendum with location list)

Company Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Automatic Service  On Site  Off Site

Security Consoles:  Standard Console (Qty) 2  Top Load or  Front Load  Junior Console (Qty) \_\_\_\_\_

High Security Console (Qty) \_\_\_\_\_  Multi-media Console (Qty) \_\_\_\_\_  Other Console \_\_\_\_\_ (Qty) \_\_\_\_\_

Destruction Type:  Regular Shred  Double Shred  High Security Shred  Crush

Service Frequency: Every  1  2  4 week(s), or \_\_\_\_\_ /week Other: \_\_\_\_\_

## Service Fees

Tiered Pricing:  (check here and attach addendum)

Flat Rate (minimum rate): \$83.00 Includes: 1-3 Standard Per Unit Rate: \$10.00 per additional Std

Minimum Charge: \_\_\_\_\_ Per Unit Rate: \_\_\_\_\_

Extra Material Rate(s): Bankers Box: \$ 5.00 Binder Box: \$ \_\_\_\_\_ File Drawer: \$ 7.00 Blue Bag: \$ 15.00

Hard Drive  Small or  Large: \$ \_\_\_\_\_ Media  Small or  Large: \$ \_\_\_\_\_

Other: \_\_\_\_\_

Notes: \_\_\_\_\_

## Invoice Details

Payment Terms: 30 Days

Invoice Type:  Local  Consolidated Billing Date: \_\_\_\_\_ (7th, 15th, 22nd, or End of Month)

Note: \_\_\_\_\_

Payment Method:  Check  E.F.T. (attach E.F.T. information form)  Visa  MC  AMEX (do not collect credit card information, branch will follow up)

PO# Required: \_\_\_\_\_  Blanket or  Per Service: \_\_\_\_\_

Company Billing Email Address: \_\_\_\_\_

Tax Type: (check here and attach certificate)  Exempt Service Certificate  Resale Certificate  Direct Buy Certificate

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA Inc. ("Shred-it")

Company City of Tehachapi

Signed \_\_\_\_\_

Signed (Authorized Signature) \_\_\_\_\_

Print Name Alyssa R. Mathiason

Print Name \_\_\_\_\_

Position Sales Executive

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Terms & Conditions of Shred-it Client Service Agreement

- Sole Terms.** All services provided by Shred-it to Client are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto, and the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"). No term or condition on Client's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.
- Shred-it Services.** Shred-it will be the exclusive provider of the following services to Client at all of its locations:
  - Shred-it will provide all consoles and other related equipment on Client's premises for the collection and storage of all of Client's paper and other agreed upon materials ("Materials"). The number of consoles will be determined by Shred-it in its discretion after discussions with Client. Subject to the Schedule, additional consoles may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
  - Shred-it will: (i) collect the Materials on a regularly scheduled and mutually agreed basis and (ii) destroy the Materials using a mechanical device (the "Destruction Process").
  - Within a reasonable time following completion of the Destruction Process, Shred-it will provide Client with a Certificate of Destruction.
  - An authorized representative of Client may, at any time, inspect the Destruction Process.
  - Shred-it will recycle or otherwise dispose of the Materials.
- Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Client may request that Shred-it perform mass destruction services ("One-time service") on a single transaction basis. Both Parties shall execute a Statement of Work setting forth the fees for the One-time service and the particulars of the service. Unless otherwise specified in the Statement of Work, the One-time service shall be provided in accordance with the terms and conditions set forth in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.
- Consoles & Equipment.** Consoles and any other equipment ("Equipment") provided to Client by Shred-it are the property of Shred-it. Client will not file any lien, nor allow to be filed any lien, against any such Equipment. Client will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Client's location, Client shall (a) pay a replacement charge pursuant to the Schedule; and (b) indemnify and hold harmless Shred-it and its affiliates and agents for any damages related to such Equipment, and for any Materials (including with respect to the destruction, removal or disclosure of such Materials) which may have been located in such Equipment.
- Service Fee.** Client will pay the "Service Fee" to Shred-it set forth on the cover page. Notwithstanding anything to the contrary, Client shall pay the Minimum Charge if Client declines or cancels a scheduled service or if the Client's offices are closed during a scheduled service. The Service Fee is fixed for the first year of the Initial Term. In both the second year and third year of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of each Service Fee from time to time up to a maximum of 7% per year, exclusive of any applicable taxes and surcharges. Shred-it will provide notice of any change in the Service Fee to Client, which notice may be in the form of an invoice. Notwithstanding the foregoing, Shred-it reserves the right to increase the Service Fee above 7% as a result of an adverse change in market conditions. Client may reject any changes to the Service Fee in excess of 7% within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Client, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Client. Any rejection by Client to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Paragraph 10.
- Payment Terms.** Client agrees to pay the Service Fee and all other amounts due within 30-days of the date of the invoice. Any payments not received by Shred-it on the due date will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided Shred-it with exemption certificates acceptable to the taxing authorities.
- Ancillary Charges.** Client agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
- Fuel, Environmental and/or Other Surcharge.** Client agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
- Term of the Agreement.** This Agreement will remain in force for thirty-six (36) months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration unless terminated by either party, by written notice, at least 30-days prior to the expiration of either the Initial Term or any Renewal Term.

On termination by either party, Client will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement and upon the termination date, Shred-it shall have the right to retrieve its Equipment from Client, wherever located.

- Early Termination.** In the event Client terminates this Agreement without cause, prior to the completion of the Initial Term or any Renewal Term and upon 60-days written notice to Shred-it, Shred-it shall have the right to immediately retrieve its Equipment from Client, wherever located and Client must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6; (b) any attorney's fees and collection costs as provided in Paragraph 16; (c) the Service Fees due for the remaining term of the Agreement; and (d) a removal fee per Equipment pursuant to the Schedule. Such Service Fees for early termination shall be calculated based on the average Service Fee charged to Client for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term (as applicable).
- Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30-days following receipt of notice of such breach. Notwithstanding anything to the contrary, in the event that Client fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its Equipment from Client, wherever located, and Client shall be immediately liable for all amounts identified in Paragraph 10 for Early Termination, all without any liability to Shred-it and without Client asserting any setoffs or offsets.
- Excused Performance.** In the event Shred-it is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of Shred-it, or by reason of the Client or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- Set Off.** Client will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Client, its parent, affiliates, subsidiaries or other divisions or units.
- Prohibited Acts.** Client shall: (a) not store in any Equipment any Materials considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, (b) not assign this Agreement to any other party without the prior written consent of Shred-it, which may be withheld in Shred-it's sole discretion, and (c) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any Materials.
- Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any Materials or other property of Client. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the Service Fees received by Shred-it from Client during the last year of the term of this Agreement. In the case of a One-time service, Shred-it's liability, if any, arising from the provision of a One-time service is limited to the amount of the fees received by Shred-it for the One-time service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- Indemnification, Attorney Fees & Collection Costs.** Client shall indemnify Shred-it for all costs and damages suffered by Shred-it as a result of Client's actual or threatened breach of this agreement. In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
- Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Delaware, excluding its choice of law provisions. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 4, 6, 9-11, 13 and 15-17. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested," to the Client at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section.

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 10/30/2013 - 4:09 PM



		Check Amount
Check No:	0 Check Date:	
Vendor:	0015 211 Praxair Distribution Inc.	
47251990	PW/industrial acetylene	135.03
		135.03
Check No:	0 Check Date:	
Vendor:	0017 American Business Machines	
183119	GG\toner freight charges	8.00
		8.00
Check No:	0 Check Date:	
Vendor:	0030 The Bakersfield Californian	
10182013	GG\Subscription renewal-12 months	155.88
13166095	GG/KBJ 1/2 h	292.50
		448.38
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories, Inc.	
B156007	Wtr/samples/220 West D st	36.00
B156408	Wtr/samples/Mulberry/Hickory/Fig/Curry Resv	75.00
B156408 2	Wtr/samples/Mulberry/Hickory/Fig/Curry Resv	36.00
B156481	Wtr/samples/Mojave-Dennison Wells	30.00
B156501	Swr/samples/WWTP Headworks/Clarifier	325.00
B156932	Swr/samples/WWTP Headworks/Clarifier	325.00
B157131	Wtr/samples/Oakwood/Tanglewood/Pinon Well	50.00
B157131 2	Wtr/samples/Oakwood/Tanglewood/Pinon Well	36.00
		913.00
Check No:	0 Check Date:	
Vendor:	0041 Benz Propane Company, Inc.	
238245204	Wtr/delivery/750 Enterprise	906.01
		906.01
Check No:	0 Check Date:	
Vendor:	0061 BSK Associates	
A323927	Swr\Effluent analysis	150.00
A325380	Swr\Biosolids Oct/13	3,096.00
		3,246.00
Check No:	0 Check Date:	
Vendor:	0155 FedEx	
570970449643	GG/first overnight/AECOM	56.36
796725037500	A/standard overnight/FAA-Western Pacific Regi	23.65
796745241646	CD/standard overnight/AECOM	29.89
796809565175	A/priority overnight/CalTrans	30.22
796860813840	CD/standard overnight/Empire Design	34.59
796870788766	CD/standard overnight/Ismael Berumen	33.70

			Check Amount
796870974250	CD/standard overnight/AECOM		30.17
796887317161	CD/first overnight/McIntosh and Associates		67.57
796887866060	GG/priority overnight/Caltrans		34.59
			340.74
Check No:	0	Check Date:	
Vendor:	0182	P&J Electric	
4587		Wtr/service call/replace test block/Mojave Well	327.53
			327.53
Check No:	0	Check Date:	
Vendor:	0216	Judicial Data Systems Corporation	
4103		Parking Citation Revenue 09/2013	100.00
			100.00
Check No:	0	Check Date:	
Vendor:	0260	Liebert Cassidy Whitmore	
172125		GG/legal services-extra	1,534.50
172126		PD/legal services	120.00
172127		PD/legal services	841.35
			2,495.85
Check No:	0	Check Date:	
Vendor:	0275	Lubrication Engineers, Inc.	
234498		Swr/monolec synthetic ind oil	1,950.80
			1,950.80
Check No:	0	Check Date:	
Vendor:	0300	Mission Linen & Uniform Service	
140193885		PW/linen maint/srv chrg/cover/mats/twl cntr	92.22
140193886		Wtr/dust mop/mats/srv chrg	35.09
140195295		PW/mats/srv chrg/jacket/disp/hndcl	87.42
140195296		Swr/dust mop/mats/srv chrg	35.09
140196726		PW/srv chrg/cover/mats/twl cntr/hndcl/cov twl	92.22
140196727		Swr/dust mop/mats/srv chrg	35.09
140198152		PW/srv chrg/cover/mats/twl cntr/hndcl/cov twl	87.42
140198153		Swr/dust mop/mats	35.09
			499.64
Check No:	0	Check Date:	
Vendor:	0362	RSI Petroleum Products	
0265852		PW/regular/diesel fuel	1,163.31
0266073		PW/regular/diesel fuel	1,461.98
0266269		PW/regular fuel	385.53
0266454		PW/regular/diesel fuel	903.94
			3,914.76
Check No:	0	Check Date:	
Vendor:	0373	Thomas F. Schroeter, Attorney @ Law	
102913 1		GG/legal services/Sept 26 thru Oct 28 2013	6,441.50
102913 2		GG/PERSM1 Member Contribution	-267.09
102913 3		A/legal services-extra ordinary	1,189.50
			7,363.91
Check No:	0	Check Date:	
Vendor:	0441	Vulcan Materials Company	
70100255		Swr/1" ae/2000 W Teh blv Loves	440.48

70100256	Swr/1" ae/2000 W Teh blv Loves	309.09
70108441	Wtr/3/8" fine pg64-10	666.55
70116088	Wtr/3/8" fine pg64-10	446.99
70121999	Strts/blocks/aggregate	49.67
		<hr/>
		1,912.78
Check No:	0 Check Date:	
Vendor:	0445 Tehachapi Senior Center, Inc.	
110113	Senior Nutrition Program/November 2013	100.00
		<hr/>
		100.00
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
129614	PD/paper	68.78
129638	GG/stamp pad/envelopes/paper	50.96
129658	CD/chair/desk tip copyholder	355.81
129734	GG/poly sht/binding/pens	51.67
129741	CD/copies	7.74
129819	GG/envelopes/for AP & PR checks	274.09
		<hr/>
		809.05
Check No:	0 Check Date:	
Vendor:	0478 Zee Medical Service	
627585 1	Cnstrtc/first aid supplies/100 Commercial Way	56.78
627585 2	A/first aid supplies/100 Commercial Way	56.79
627586	GG/first aid supplies	67.19
627587	PD/first aid supplies	65.63
		<hr/>
		246.39
Check No:	0 Check Date:	
Vendor:	0485 McMaster-Carr Supply Company	
61743865	Swr/time-delay fuse	198.31
		<hr/>
		198.31
Check No:	0 Check Date:	
Vendor:	0525 All American Tire & Service Center LLC.	
35978	GG/2 radial ties/mnt-bal-stm-df/alignment	261.84
35996	Wtr/install tube/inner tube	62.99
36009	Strts/2 hercules lpt/mnt-dismnt/hot patcher	277.89
36051	A/flat repair	20.00
		<hr/>
		622.72
Check No:	0 Check Date:	
Vendor:	0832 ACWA/JPIA	
112013 1	Medical	66,221.45
112013 2	Dental	7,910.60
112013 3	Vision	879.50
112013 4	Life/AD&D	1,363.01
		<hr/>
		76,374.56
Check No:	0 Check Date:	
Vendor:	1032 Jack Davenport Sweeping Services, Inc.	
99134	Strts/broom sweeping service 9/2013	8,640.00
		<hr/>
		8,640.00
Check No:	0 Check Date:	
Vendor:	1285 CA Dept of Corrections and Rehabilitation	

1800213601 1	Strts/Maint-CCI	4,660.44
1800213601 2	PW/dedicated work crew-CCI	847.40
1800213601 3	PW/Mountain Festival/dedicated work crew-CC	423.68
1800213602 1	Strts/Maint-CCI	4,247.14
1800213602 2	PW/dedicated work crew-CCI	424.71
1800213602 3	Lndscp/dedicated work crew-CCI	424.71
1800213602 4	A/100 Commercial Way/dedicated work crew-C	212.36
1800213602 5	Cnstrct/100 Commercial Way/dedicated work cr	212.36

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11,452.80

Check No:	0	Check Date:	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
29279 1		PW/T-shirts	514.70
29279 2		Wtr/T-shirts	327.49
29279 3		Swr/T-shirts	360.17
29279 4		Lndscp/T-shirts	121.76
29279 5		Cnstrc/T-shirts	230.05
29368		PD/name tag	333.05
29460		GG/shirts/embroidery	387.39

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2,274.61

Check No:	0	Check Date:	
Vendor:	1313	Certified Laboratories	
1263161		PW\bath tissue & hand towels	170.19
1263161-1		GG\bath tissue & hand towels	272.47
1263161-2		Swr\bath tissue & hand towels	352.91

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795.57

Check No:	0	Check Date:	
Vendor:	1413	Kern Turf Supply, Inc.	
321464		Strts/1" electric valve	125.65
849438		Strts/diaphragm assembly	45.30

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170.95

Check No:	0	Check Date:	
Vendor:	1505	Benz Construction Services	
2232461		PW/toilet-rental service/800 Enterprise Way	55.75
2233099		PD/415 North Dennison rd/Explorer/finance cha	2.25

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58.00

Check No:	0	Check Date:	
Vendor:	1506	San Joaquin Safety Shoes	
61722		Wtr/annual safety shoes/TMacias	193.49
61881		PW/annual safety shoes/RHamon	139.74

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333.23

Check No:	0	Check Date:	
Vendor:	1513	H & S Hose & Supply Inc.	
18664		PW/rubber chicago washer	9.44

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9.44

Check No:	0	Check Date:	
Vendor:	1676	The Human Extension Tec	
16555		A/8 port ethernet switch	59.11

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59.11

Check No: 0 Check Date:

Vendor:	1801	HD Supply Waterworks, LTD	
B424191		Wtr/a-8 bonnet/op nut/repair kit/hose nozzle/bar	1,471.86
B562849		Wtr/meter	728.63
			<hr/>
			2,200.49
Check No:	0	Check Date:	
Vendor:	1843	The Bank of New York Mellon Trust Company, I	
102913 1		RDA 2007 12/13 debt service payment	389,358.75
			<hr/>
			389,358.75
Check No:	0	Check Date:	
Vendor:	1846	Haaker Equipment Company	
C98715		Strts/door pad/handle/window regulator2	640.68
			<hr/>
			640.68
Check No:	0	Check Date:	
Vendor:	1866	Bear Valley CSD	
101513		PD/AB 109 funds	20,000.00
11-2013		PD/dispatch service/November 2013	35,381.95
			<hr/>
			55,381.95
Check No:	0	Check Date:	
Vendor:	2111	Swift Napa Auto Parts	
790772		Swr/prem aw 32 hyd fl 5glln	212.16
790773		Swr/retrieving tool	23.63
791487		GG/wiper blades/oil-air filter/2001 Honda CR-V	51.56
792034		PW/cabin air filter/dexviatf/plugs	100.89
792094		PW/lens	14.96
792212 1		PW/accufit conventional	56.38
792212 2		Swr/accufit conventional	56.39
79227		PW/fan clutch-thermostatic/2001 Chev trk Slvrd	75.78
792322		Wtr/driveshaft center bearing/2001 Chev trk Slvr	125.12
792365		Wtr/d s bearing support	125.12
792818		PD/battery/core deposit	137.29
793270		PD/air filter	60.73
			<hr/>
			1,040.01
Check No:	0	Check Date:	
Vendor:	2147	Coffee Break Service, Inc.	
205494		GG/coffee supplies	287.45
			<hr/>
			287.45
Check No:	0	Check Date:	
Vendor:	2200	Argo Chemical	
1310027		Wtr/chlor sol	1,080.20
			<hr/>
			1,080.20
Check No:	0	Check Date:	
Vendor:	2218	Hillside Interiors	
02537		GG/canapy repair-zipper/Fly-in event/5k run	35.00
			<hr/>
			35.00
Check No:	0	Check Date:	
Vendor:	2478	DataProse Inc.	
747673 1		Rfs/postage	104.65
747673 2		Swr/postage	156.98
747673 3		Wtr/postage	261.64

Check Amount

747673 4	Rfs/contract service	202.58
747673 5	Swr/contract service	303.88
747673 6	Wtr/contract service	506.47
		<hr/>
		1,536.20
Check No:	0 Check Date:	
Vendor:	2589 Jerome's Tractor Service	
C-13-449	A/mow 35.0 ac	
		<hr/>
		1,450.00
Check No:	0 Check Date:	
Vendor:	2752 Fastenal Company	
CATEH2785	PW/50' 14/3 lighted end	17.06
CATEH2801	Swr/body guard wht smth cap/ear muffs/eyewear	297.79
CATEH2893	PW/3/8x50' 300psi hs rl	221.59
CATEH2894	PW/14.4v 2sd grs gun/batt	413.48
		<hr/>
		949.92
Check No:	0 Check Date:	
Vendor:	2776 Consolidated Electrical Dist.	
418073	PW\150 Watt lightbulbs	
		<hr/>
		364.05
Check No:	0 Check Date:	
Vendor:	2981 Burke, Williams & Sorenson, LLP	
170741	AD 89-3 Legal expense	
		<hr/>
		391.28
Check No:	0 Check Date:	
Vendor:	2989 My Fleet Center.com	
455562	PD/sig svcoil filter/labor	
		<hr/>
		55.07
Check No:	0 Check Date:	
Vendor:	3004 Motor City Auto Center	
669436	Wtr/hoses	
		<hr/>
		106.24
Check No:	0 Check Date:	
Vendor:	3045 Precision Supply	
35255	PW/2 dz convector pan sealant	
		<hr/>
		476.98
Check No:	0 Check Date:	
Vendor:	3051 Tehachapi Transmissions, Inc.	
5015	PD/oil filter/mtr oil/battery/frnt brake pad set	239.90
5035	PD/windshield wipers/oil-trans filters/pan gasket	196.64
		<hr/>
		436.54
Check No:	0 Check Date:	
Vendor:	3173 Soto Tire & Wheels	
101713	PD/new tires/TE07	560.00
101713 2	PD/one new tires/TE09	185.00
		<hr/>
		745.00
Check No:	0 Check Date:	
Vendor:	3176 Teri L. Cryer	

101613	PD/reimbursement/Ipad camera connection kit/L	31.18
		<hr/>
		31.18
Check No:	0 Check Date:	
Vendor:	3217 Office Depot	
674074504001 1	PD/hvy med forks/plstc spoon	61.90
674074504001 2	PD/toner-printer	747.50
674074577001	PD/plate-printed	35.22
		<hr/>
		844.62
Check No:	0 Check Date:	
Vendor:	3278 Hub Construction Specialties Inc.	
Y08010089	Wtr/knaack #31 tray/box	445.59
		<hr/>
		445.59
Check No:	0 Check Date:	
Vendor:	3363 RSINet	
1882	A/data service July-September	180.00
		<hr/>
		180.00
Check No:	0 Check Date:	
Vendor:	3408 Kern Asphalt Paving and Sealing Co., Inc.	
2503066-841 1	Strts/mobilize crusher & loader/set up	3,210.23
2503066-841 2	Wtr/mobilize crusher & loader/set up	3,210.23
2503066-841 3	Rodeo Grounds/mobilize crusher & loader/set up	3,210.22
		<hr/>
		9,630.68
Check No:	0 Check Date:	
Vendor:	3437 Tehachapi Lifestyle Magazine	
2322	GG/1/3 third page display ad/November issue	1,550.00
		<hr/>
		1,550.00
Check No:	0 Check Date:	
Vendor:	3483 Endura Steel	
8-492072	PW/35' beam wf 6x25	606.59
		<hr/>
		606.59
Check No:	0 Check Date:	
Vendor:	3535 Tehachapi Backflow Service	
7095	Wtr/annual backflow testing & certification	1,560.00
		<hr/>
		1,560.00
Check No:	0 Check Date:	
Vendor:	3566 Volvo Rents	
476602-0001	PW/skid steer track	1,239.98
480435-0001	PW/pickup broom skid steer track	336.63
		<hr/>
		1,576.61
Check No:	0 Check Date:	
Vendor:	3591 Fresno Oxygen - Barnes Welding Supply	
61462797	Wtr/sh#5 lens/strap/cut-off wheel/gemini	27.90
61464413	Wtr/coupling set/n20 nut oxygen std/acetylene/t	251.09
		<hr/>
		278.99
Check No:	0 Check Date:	
Vendor:	3616 Valley Cycle and Motorsports	
214363	PD/clutch housing/repair/2002 BMW	1,838.36



# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 10/30/2013 - 4:13 PM



		<u>Check Amount</u>
Check No:	0 Check Date:	
Vendor:	1843 The Bank of New York Mellon Trust Company, I	
102913 2	RDA 2005 12/13 debt service payment	382,133.75
		<u>382,133.75</u>
	Date Totals:	382,133.75
		<u>382,133.75</u>
	Report Total:	382,133.75
		<u>382,133.75</u>



# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 10/23/2013 - 9:27 AM



			Check Amount
Check No:	39133	Check Date: 10/23/2013	
Vendor:	2963	AT&T	
4756038		GG/City Hall	484.64
4756039		Swr/WWTP office	201.94
4756040		Swr/lift station	32.30
4756041		GG/City Hall fax	119.48
4756042		A/awos	31.99
4756043		PW/fax	62.22
4756044		A/fuel system	32.30
4756047		Swr/scada	177.28
4756561		GG/108 Pinon	31.99
47567883		PD/T1 line	306.42
4756904		Depot/101 W Teh blv	94.97
4757219		LLD/Applewood/auto dialer	7.70
			1,583.23
Check No:	39134	Check Date: 10/23/2013	
Vendor:	2113	Fuel Controls, Inc.	
79182		A/100 Octane wholesale	21,626.28
			21,626.28
Check No:	39135	Check Date: 10/23/2013	
Vendor:	0395	The Gas Company	
100813 2		GG/Non-residential/200 W Teh blv	20.95
100813 3		PD/Non-residential/129 E F st	54.21
100813 4		A/Non-residential/409 Bryan ct	19.51
100813 5		A/Non-residential/100 Commercial Way	17.15
101213 1		GG/Non-residential/108 Pinon st	24.74
			136.56
Check No:	39136	Check Date: 10/23/2013	
Vendor:	2892	Mountain Maintenance Group Inc.	
4566 1		GG/janitorial service/115 S Robinson st	560.00
4566 2		PD/janitorial service/129 E F st	675.00
4566 3		Depot/janitorial service/101 W Teh blv	500.00
4566 4		A/janitorial service/Airport	170.00
4566 5		Swr/janitorial service/WWTP	340.00
4566 6		A/janitorial service/Commercial Way	170.00
			2,415.00
Check No:	39137	Check Date: 10/23/2013	
Vendor:	0372	Southern California Edison	
1		GG/115 S Robinson st	1,044.57
10		Swr/800 Enterprise/maintenance	490.45
11		A/314 N Hayes st	200.20
12		A/ 9999 1/2 Hayes st	89.51
13		A/ 316 S Mojave st	35.77

**Check Amount**

14	A/314 N Hayes st PAPI	87.84
15	A/409 Bryan ct	431.41
16	A/409 Bryan ct	173.67
17	A/West End Teh Airport	43.51
18	A/314 N Hayes st # B	307.06
19	A/NE cor Teh Airport	76.77
2	PD/129 E F st	1,220.45
20	A/314 N Hayes st #G3	37.59
21	A/Dennison S/O Hwy 58	165.29
22	A/314 N Hayes st	147.39
23	Strts/800 S Curry st #A	46.79
3	GG/303 E D st	35.93
4	GG/108 Pinon st	54.80
5	A/100 Commercial Way	205.24
6	A/101 Commercial Way	133.05
7	Wtr/126 S Snyder av	537.49
8	PW/800 Enterprise	101.72
9	PW/800 Enterprise shop	275.14

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5,941.64

Check No: 39138 Check Date: 10/23/2013  
 Vendor: 3643 White Nelson Diehl Evans LLP  
 102213 Finance/2013 Government tax seminar/DVD pre

225.00

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225.00

Date Totals: 31,927.71

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Report Total: 31,927.71

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# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 10/24/2013 - 1:42 PM



### Check Amount

Check No:	39140	Check Date:	10/24/2013		
Vendor:	2695	Home Depot Credit Services			
0562384		PW\upright vac			213.93
0581766		Wtr\hand pump			32.20
1010684		Wtr\4' utility banquet table/15' corduct/ext cord/(			96.32
1012657		Constr\sockets			21.72
1012746		Swr\locking cable tie			10.74
1560741		Wtr\2" pvc ml adapter sxmpt\2" pvc el 90d			4.61
1580678		PW\mach screws			10.15
1580708		Wtr\loctite spray adh\velcor squares			11.72
1592343		Wtr\2 pvc el 90d\2" pvc ml adapter sxmpt\trash f			14.77
2011581		Swr\matte clear\gloves			18.47
2011605		Swr\3" dobies w-wire			20.02
2011651		Wtr\drywall screws			20.87
2011711		Wtr\zep pro 32 oz spray bottle			4.06
2020983		PD\mach screws			2.54
2022609		A\drawer safe\spiral bulbs\sandstone flushmount			79.49
2104686		Air\light repair\credit			-21.47
2113726		Rodeo Grounds\paint			155.92
2132517		Cnstc\bedding fork\steel rake			51.03
2592297		Wtr\3" vinyl blk\slvr letters			10.23
3011441		Rodeo Grounds\ext paint\rollers\brush			326.86
3011481		Swr\surge 8' crd flat plg\cutter			40.80
3011561		Wtr\rebar			105.83
3084024		PW\1 gln sprayer			16.65
3133429		PW\sprinkler\brss hose w-shut off\15' hose			113.79
4011276		A\reflective safety strips\employees only sign			8.56
4113588		Rodeo Grounds\scotch blue tape\paint			170.69
4581039		A\6-watt soft white led\hand cleaner\flushmnt			78.35
5011166		Rodeo Grounds\buckets\brush cleaner\scotch blu			255.65
5011230		PW\interior threshold\caulk gun\latex 10 oz voc			12.44
5012360		Swr\pvc pipe adapters			30.19
5012430		Wtr\pushbroom & brush			41.87
5133190		PW\manure fork			75.19
5134245		PW\hose & hose repair			19.82
5574873		Wtr\tap con hex head			13.91
5581488		GG\tent repair supplies			88.16
6010251		Wtr\mop kit\broom\gas can\dust pan\waste bask			72.79
6023556		Swr\CO Alarm			214.84
6560435		Wtr\ancor stud solver\doormat\kwikset key			27.64
6593154		Swr\28 thruset			32.22
7012080		Swr\gloves\8" spikes\sakrete masonry mortar			86.38
7012115		GG\spray adhesive\silicsand			67.46
7012119		GG\spray adhesive			82.55
7012197		Wtr\extension wand\vac floor brush\led mag lig			110.32
7023464		Wtr\sakrete concrete mix			16.25
7134093		Wtr\6 cu ft wheelbarrow			88.60
7574725		Swr\hose bib			10.04

Check Amount

7581376	PW\12' full-circle spray nozzle	4.49
7581388	Rodeo Grounds\Yellow traffic paint	62.01
8011937	A\locking mailbox/letters & numbers	47.22
8011966	Centennial Plaza/repairs/hitch pin	4.73
8011976	Rodeo Grounds/flat brush/bucket/paint	176.60
8012044	Air\lumber & paint	128.11
8012066	Swr/rebar	63.50
8013007	PW\20v Dewalt Impact Driver	213.93
8574611	Swr/pvc el 90/rust gloss/wood handle brlsh/sco	44.90
8593073	PW/mailbox lock	6.42
9012958	PW\mini file set slim taper cut file	34.28
9021514	Wtr/14 glln pro wet dry vac	106.43

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3,857.79

Date Totals: 3,857.79

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Report Total: 3,857.79

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CITY OF TEHACHAPI  
 TREASURER'S REPORT  
 FY 2013-14

MONTH END BANK STATEMENT BALANCE

			4/30/2013	5/31/2013	6/30/2013	7/31/2013	8/31/2013	9/30/2013
<b>BANK ACCOUNTS</b>	<b>Institution</b>	<b>Acct#</b>						
General Checking	Bank of the Sierra	21002-06457	2,204,396.12	1,850,785.65	689,558.66	476,320.06	485,573.78	754,536.99
Water Deposit Trust	Bank of the Sierra	21002-08503	106,795.85	110,920.85	102,764.85	127,637.19	111,646.00	102,371.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,602.85	87,606.01	87,608.20	87,610.39	87,612.58	87,614.77
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	47,190.09	47,036.17	46,882.06	46,713.36	46,556.84	47,230.79
AFLAC Flex Spending	Bank of the West	709-039747	12,447.80	12,724.25	12,968.57	12,645.08	13,587.12	14,873.54
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	52,043.49	82,894.31	30,833.26	36,910.48	70,131.27	103,291.24
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61
1994/2004 Refunding Bond	Bank of New York	870513-870517	55,853.13	0.00	0.00	0.00	0.00	0.00
CFD 90-1	Union Bank	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00
RDA 2007	Bank of New York	870951/52/53/54	615,401.65	829,760.40	615,401.65	615,401.65	615,401.65	615,401.65
RDA 2005	Bank of New York	870711-16	577,854.28	764,988.03	577,854.28	577,854.28	577,854.28	577,854.28
LAIF	State of California	98-15-914	12,233,788.81	12,233,788.81	13,733,788.81	15,241,530.80	14,591,530.80	13,741,530.80
<b>Total Funds in Banks</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>	<b>16,175,047.90</b>

**INVESTMENTS**

CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,000,000.00	2,000,000.00	2,000,000.00	2,004,554.00	2,004,952.88	2,015,171.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	73,229.68	73,459.63	237.10	466.42	703.39	940.36
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	322,056.30	321,985.61	321,734.70	321,658.16	321,612.21	321,600.26
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	8870586	0.00	0.00	0.00	0.00	0.00	0.00
* Learned to Wtr/Swr to pay-off COP2000			843,626.42	708,203.09	708,203.09	708,203.09	708,203.09	708,203.09
<b>Total Investments</b>			<b>3,238,912.40</b>	<b>3,103,648.33</b>	<b>3,030,174.89</b>	<b>3,034,881.67</b>	<b>3,035,471.57</b>	<b>3,045,914.71</b>
<b>TOTAL PORTFOLIO</b>			<b>19,362,569.31</b>	<b>19,254,495.65</b>	<b>19,058,178.07</b>	<b>20,387,847.80</b>	<b>19,765,708.73</b>	<b>19,220,962.61</b>



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signatures and initials are present over the form lines.]*

MEETING DATE: NOVEMBER 4, 2013    AGENDA SECTION: FINANCE

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

**FROM:**                HANNAH CHUNG, FINANCE DIRECTOR

**DATE:**                OCTOBER 29, 2013

**SUBJECT:**            FIXED ASSET POLICY AND PROCEDURES

---

## BACKGROUND

The City's Auditor has previously recommended that the City establish policy and procedures for the City's fixed assets. This policy ensures adequate control and appropriate use of the City's assets. These procedures are intended to define City assets and to establish guidelines for budgeting, purchasing, using, transferring, disposing, depreciating and financial reporting for all assets.

## FISCAL IMPACT

None

## RECOMMENDATION

Approve the resolution establishing a Fixed Asset Policy and Procedures for City's fixed asset handling.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF TEHACHAPI ESTABLISHING A  
POLICY ON CONTROL AND APPROPRIATE  
USE OF CITY ASSETS**

---

WHEREAS, it is the policy of the City Council of the City of Tehachapi (the "City Council") that all assets owned by the City be properly accounted for and used for appropriate City purposes; and

WHEREAS, the City Council wishes to adopt a policy reflecting the foregoing and insuring adequate control and appropriate use of City assets; and

WHEREAS, the City Council wishes to adopt the "Fixed Asset Policy and Procedures" attached hereto as Exhibit "A" and by this reference made a part hereof in order to insure adequate control and appropriate use of City assets (the "Fixed Asset Policy").

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

1. That the foregoing recitals are true and correct.
2. That the City Council hereby adopts the Fixed Asset Policy attached hereto as Exhibit "A" and by this reference made a part hereof.

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

AYES: COUNCIL MEMBERS: \_\_\_\_\_

NOES: COUNCIL MEMBERS: \_\_\_\_\_

ABSTAIN: COUNCIL MEMBERS: \_\_\_\_\_

ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

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

ATTEST:

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

**EXHIBIT "A"**  
**[Fixed Asset Policy and Procedures]**

## CITY OF TEHACHAPI

### FIXED ASSET POLICY AND PROCEDURES

#### PURPOSE

The purpose of this policy is to ensure adequate control and appropriate use of the City of Tehachapi ("City") assets. The procedures are intended to define City assets and to establish guidelines for budgeting, purchasing, using, transferring, disposing, depreciating and financial reporting for all assets.

#### POLICY

It is the policy of the City that City assets be properly accounted for and used for appropriate City uses. The Finance Department, with assistance from the Departments will be responsible to ensure fixed assets are inventoried on a regular basis, and accounted for by fund and asset category. It is the responsibility of City Department Heads to ensure that proper budgeting and purchasing guidelines are followed; fixed assets are adequately controlled and used for appropriate City purposes. All City Departments are subject to the provisions of this policy.

The City of Tehachapi's fixed asset policy has three (3) objectives:

- a. Accounting and Financial Reporting: To accurately account for City assets in financial reports issued to the City Council and external reporting agencies.
- b. Safeguarding: The City has a fiduciary responsibility to establish systems and procedures to prevent its assets from loss and/or theft.
- c. Guidance: Provide City staff with guidelines to prudently manage City assets.

#### PROCEDURES

##### Capitalization Policy (Accounting and Financial Reporting)

In general, all assets, including land, building, machinery and equipment, with an original cost in excess of \$5,000 and a useful life of three years or more will be subject to capitalization. All costs associated with the purchase or construction shall be considered, including ancillary costs such as freight and transportation charges, site preparation expenditures, installation charges, professional fees, and legal costs directly attributable to asset acquisition.

Specific capitalization requirements are identified below.

- a. The capitalization threshold is applied to *individual units* of fixed assets. For example, twenty chairs purchased through a single purchase each costing \$250 will not qualify for capitalization even though the total cost of \$5,000 meets the threshold of \$5000.
- b. Subsequently purchased *component* units will be added to the original purchase. For example, bookcase and hutch purchased as components of office furniture will not be evaluated individually against the capitalization threshold.

## CITY OF TEHACHAPI

### FIXED ASSET POLICY AND PROCEDURES

- c. Repair costs for fixed assets will be subject to capitalization when the repair extends the useful life of the related fixed asset.
- d. Capital projects will be capitalized as "construction in progress" until completed. Costs to be capitalized include direct costs, such as labor, materials, and transportation and indirect costs such as engineering and construction management.

#### Donated Assets

Fixed assets acquired by gift, donation or payment of a nominal sum not reflective of the asset's market value shall be assigned cost equal to the fair market value at the time of receipt.

#### Asset Salvage Value

The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose. In other words, the salvage value is the amount for which the asset could be sold at the end of its useful life. This value can be based on (1) general guidelines from professional organizations such as Government Finance Officers Association (GFOA), (2) internal experience, or (3) professionals such as engineers, architects, etc.

#### Construction in Progress (CIP)

A CIP asset reflects the cost of construction work undertaken, but not yet completed. For construction in progress assets, no depreciation is recorded until the asset is placed in service. When construction is completed, the asset should be reclassified as building, building improvement, machinery and equipment, infrastructure, infrastructure improvement and should be capitalized and depreciated.

#### Depreciation

Depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. Generally, at the end of an asset's life, the sum of the amounts charged for depreciation will be equal to the original cost less the salvage value.

#### Information Needed to Calculate Depreciation

To calculate depreciation on a fixed asset the following five factors must be known:

1. The date the asset was placed in service;
2. The asset's cost or acquisition value;
3. The asset's salvage value;
4. The asset's estimated useful life; and
5. The depreciation method.

## CITY OF TEHACHAPI

### FIXED ASSET POLICY AND PROCEDURES

#### Estimated Useful Life

Estimated useful life means the estimated number of months or years that an asset will be used for the purpose for which it is acquired. Eligible fixed assets should be depreciated over their estimated useful lives. The City has established a table of useful lives as shown below.

#### Depreciation Method

The City has established the straight-line methodology for depreciating applicable fixed assets. Depreciation will begin in the month the asset is placed in service. Under the straight-line depreciation method the basis of the asset is written-off evenly over the useful life of the asset. The amount of annual depreciation is determined by dividing an asset's cost reduced by the salvage value, if any, by its estimated life. The total amount depreciated can never exceed the asset's historic cost less salvage value. At the end of the asset's estimated life, the salvage value will remain in general ledger until the asset is disposed.

#### Useful Life Schedule

<b>Description</b>	<b>Useful Life in Years</b>
<b>Buildings</b>	<b>30 Years</b>
<b>Computers, Printers</b>	<b>4 Years</b>
<b>Furniture and Fixture</b>	<b>4 to 30 Years</b>
<b>Machinery and Equipment</b>	<b>4 to 30 Years</b>
<b>Improvement - Infrastructure</b>	<b>10 to 40 Years</b>
<b>Infrastructure</b>	<b>20 to 40 Years</b>
<b>Sidewalks, Curbs &amp; Gutters</b>	<b>20 to 40 Years</b>
<b>Traffic Signals</b>	<b>40 Years</b>
<b>Water &amp; Sewer Main</b>	<b>40 Years</b>
<b>Parks</b>	<b>40 Years</b>
<b>Vehicles</b>	<b>5 Years</b>
<b>Land / Water Rights / Recharge Water</b>	<b>N/A</b>

#### Purchasing Fixed Assets

1. Review departmental budget to ensure the requested asset has been included in the current year's budget.
2. If the desired asset is not in the budget, a department head must contact the Finance Department to determine appropriate action to take.
3. Computer equipment (hardware and software) purchases must be reviewed by the IT consultant for compatibility with existing hardware and software.

## CITY OF TEHACHAPI

### FIXED ASSET POLICY AND PROCEDURES

4. Notify the Finance Department by completing the "Fixed Assets Information Form". Exhibit "A".
5. An asset number will be assigned to the fixed asset by the Finance Department and logged into the fixed asset software module.

#### Transferring an Asset to Another Department/Location

1. Use the "Fixed Asset Transfer/Surplus/Disposal Form". Exhibit "B".
2. Fill out the form and send a copy of the form to Finance Department for fixed asset module update.
3. Make sure to record the correct department, location, and asset number on the form.

#### Disposal of Asset/Surplus Property

All assets that have reached the end of their useful life and/or have a zero dollar (\$0) book value for reporting purposes will be considered surplus property. Surplus property, with the approval of the City Manager, can be donated to other public or non-profit agencies, sold to any public or private person or entity, transferred from one department to another department, recycled or disposed of as junk to a landfill or other appropriate waste removal facility. Surplus property for the purposes of this policy includes furniture, fixtures, machinery, equipment and obsolete computer equipment.

It is the Department's responsibility to appraise the value of surplus properties and fixed assets (Properties). City Council approval will be required for scrapping of Properties with a value greater than \$1,000. If it is determined that the Property has value less than \$1,000, the Property may be disposed of in a manner approved by the City Manager. If the appraised value of the Property, either sold as a unit or as a single piece, has a market value of \$5,000 or more, the Property must be disposed by advertisement to the general public. The City Clerk is authorized to advertise such Property for sale to the general public.

Prior to the disposal of any Properties, a department is required to complete a "Fixed Asset Transfer/Surplus/Disposal Form", obtain the City manager's approval for disposal, and send the form to Finance Department. Furthermore, a copy of the form must be sent to the City Clerk for fixed asset disposition process. If the disposition of Properties requires City Council's approval, the form must be given to the City Clerk at least two weeks prior to the council meeting.

Proceeds from the disposal Property will be allocated to the City's General Fund unless the Property was originally purchased with monies from a specific City Fund, in which case, the proceeds will be returned to that specific fund.

**CITY OF TEHACHAPI**

**FIXED ASSET POLICY AND PROCEDURES**

**Misplaced/Lost Asset**

Department Heads are responsible for ensuring that the "Fixed Asset Missing Report", Exhibit "C", is completed in detail and they must obtain the City Manager's signature prior to submitting the form to Finance Department for processing.

CITY OF TEHACHAPI

FIXED ASSET INFORMATION FORM

EXHIBIT "A"

Asset #: \_\_\_\_\_

Asset: \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Original Cost: \_\_\_\_\_

Acquisition Method:

Purchase

Construction

Lease

Other

Donation

Grant

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_

Serial #: \_\_\_\_\_

Type Code: \_\_\_\_\_

Fund #: \_\_\_\_\_

Department: \_\_\_\_\_

Account #: \_\_\_\_\_

Site Location: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

CITY OF TEHACHAPI

FIXED ASSET TRANSFER / SURPLUS / DISPOSAL FORM

EXHIBIT "B"

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

<u>Transferring From:</u>	<u>Transferring To:</u>
Department: _____	Department: _____
Location: _____	Location: _____

Item #	Asset #	Serial #	Description
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Justification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Signature of Releasing Department: \_\_\_\_\_

City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

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

Fixed Asset System Updated: \_\_\_\_\_ Date: \_\_\_\_\_

CITY OF TEHACHAPI  
FIXED ASSET MISSING REPORT

EXHIBIT "C"

Report By: \_\_\_\_\_ Report Date: \_\_\_\_\_

Description of Missing Asset(s): \_\_\_\_\_  
\_\_\_\_\_

Asset ID#: \_\_\_\_\_ Missing Date: \_\_\_\_\_

Asset Location: \_\_\_\_\_ Replacement Value: \$ \_\_\_\_\_

\_\_\_\_\_ Asset(s) Value: \$ \_\_\_\_\_

Action Taken: \_\_\_\_\_  
\_\_\_\_\_

Result: \_\_\_\_\_  
\_\_\_\_\_

Signature

Date

To Be Completed By Finance Department

Action by Finance Dept: \_\_\_\_\_  
\_\_\_\_\_

Result: \_\_\_\_\_  
\_\_\_\_\_

Signature

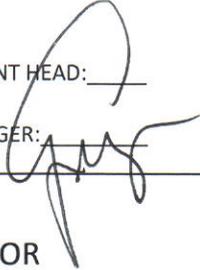
Date

City Manager

Date



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

**MEETING DATE:** NOVEMBER 4, 2013    **AGENDA SECTION:** FINANCE DIRECTOR

---

**TO:**                    **The City Council and the Chair and Members of the Successor Agency to the Tehachapi Redevelopment Agency**

**FROM:**                **Hannah Chung, Finance Director**

**DATE:**                **October 30, 2013**

**SUBJECT:**            **Transfer of property to the Successor Agency pending DOF review**

---

## **BACKGROUND**

Upon dissolution of the Tehachapi Redevelopment Agency on February 1, 2012 pursuant to AB X1 26, the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency") was constituted and all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Tehachapi Redevelopment Agency (the "Agency") transferred to the control of the Successor Agency by operation of law.

Health and Safety Code Section 34167.5 requires the State Controller to determine whether an asset transfer occurred after January 1, 2011, between the City of Tehachapi (the "City") and the Agency and to order the assets to be returned to the Successor Agency. However, Health and Safety Code Section 34181(a) authorizes the Oversight Board of the Successor Agency to the Tehachapi Redevelopment Agency ("Oversight Board") to direct the Successor Agency to transfer properties funded by tax increment revenues of the dissolved Agency that were constructed and used for a governmental purpose to the appropriate public jurisdiction.

The Agency adopted its Resolution No. 02-11 on March 8, 2011 and transferred to the City title of the parking lot facility located at the northeast corner of Robinson Street and "F" Street, also known as Assessor Parcel No. 040-200-10 (the "Property"). The Property was being used and continues to be used for the governmental purpose of providing parking in the downtown area of the City for the residents, businesses and taxpayers of the City. Health and Safety Code Section 34167.5 created uncertainty about the transfer of the Property from the former Agency to the City.

On November 13, 2012, the Oversight Board adopted Resolution No. 03-12 directing the Successor Agency to execute and deliver a quitclaim deed to the City for the Property to remove any cloud on the City's fee title to the Property pursuant to its powers granted by Health and Safety Code Section 34181(a). Health and Safety Code Section 34181(f) provides that the actions taken by the Oversight Board pursuant to Resolution No. 03-12 are subject to review by the DOF and do not become effective unless the DOF does not object to such actions within a specified period of time. Accordingly, Resolution No. 03-12 was submitted to the DOF on October 22, 2013. However, the deed evidencing such transfer was recorded in the Official Records of the Kern County Assessor-Recorder's Office on November 28, 2012. Therefore, the proposed resolutions

authorize the Property to be transferred back to the Successor Agency pending DOF's review of the actions taken by Resolution No. 03-12.

On October 24, 2013, DOF notified the Successor Agency that DOF has 100 days to review the actions taken by Resolution No. 03-12.

**FISCAL IMPACT**

The booked purchase price including the land and improvements is \$303,703.

**RECOMMENDATION**

Adopt a resolution authorizing the transfer of certain property to the Successor Agency and; Adopt a resolution accepting the transfer of certain property.



**EXHIBIT "A"**  
**[Legal Description]**

REAL PROPERTY LOCATED IN THE CITY OF TEHACHAPI, COUNTY OF KERN,  
STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

THE SOUTHHALF OF LOTS 29, 30, 31 AND 32 IN BLOCK 52 OF THE TOWN OF  
TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA, AS PER MAP RECORDED  
OCTOBER 8, 1892 IN BOOK 1 PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAID COUNTY.

## **ACCEPTANCE**

The undersigned, who is the Chairman of the Board of Directors of the Successor Agency to the Tehachapi Redevelopment Agency, hereby accepts the property described in the Quitclaim Deed attached hereto on behalf of the Successor Agency.

---

**PHILLIP SMITH, Chairman**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI AUTHORIZING THE TRANSFER OF CERTAIN  
PROPERTY TO THE SUCCESSOR AGENCY TO THE TEHACHAPI  
REDEVELOPMENT AGENCY**

**RECITALS:**

A. Pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231(2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Tehachapi Redevelopment Agency (the "Agency") transferred to the control of the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency") by operation of law.

B. Health and Safety Code Section 34167.5 requires the State Controller to determine whether an asset transfer occurred after January 1, 2011, between the City of Tehachapi (the "City") and the Agency and order the assets to be returned to the Successor Agency.

C. Health and Safety Code Section 34181(a) authorizes the Oversight Board of the Successor Agency to the Tehachapi Redevelopment Agency ("Oversight Board") to direct the Successor Agency to transfer properties funded by tax increment revenues of the dissolved Agency that were constructed and used for a governmental purpose to the appropriate public jurisdiction.

D. The Agency adopted its Resolution No. 02-11 on March 8, 2011 thereby transferring from the Agency to the City title of the parking lot facility located at the northeast corner of Robinson Street and "F" Street, also known as Assessor Parcel No. 040-200-10 (the "Property").

E. The Property was being used and continues to be used for the governmental purpose of providing parking in the downtown area of the City for the residents, businesses and taxpayers of the City.

F. On November 13, 2012, the Oversight Board adopted Resolution No. OB 03-12 directing the Successor Agency to execute and deliver a quitclaim deed to the City for the Property to remove any cloud on the City's fee title to the Property pursuant to the Oversight Board's powers granted by Health and Safety Code Section 34181(a).

G. The deed evidencing such transfer was recorded in the Official Records of the Kern County Assessor-Recorder's Office as Instrument No. 0213036009.

H. Health and Safety Code Section 34181(f) provides that the actions taken by the Oversight Board pursuant to Resolution No. OB 03-12 are subject to review by the DOF and do not become effective unless the DOF does not object to such actions within a specified period of time.

I. Pursuant to Health and Safety Code Section 34181(f), Resolution No. OB 03-12 was submitted to the DOF on October 22, 2013.

J. On October 24, 2013, DOF notified the Successor Agency that DOF has 100 days to review the actions taken by Resolution No. OB 03-12.

K. The City Council desires to transfer the Property from the City to the Successor Agency pending DOF's review of Resolution No. OB 03-12.

**NOW, THEREFORE, THE CITY OF TEHACHAPI HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby authorizes and directs the Mayor to execute and deliver a quitclaim deed to the Successor Agency for the Property.

Section 3. The officers and staff of the City are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all other things which they may deem necessary or advisable to effectuate this Resolution.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Philip Smith, Mayor

ATTEST:

\_\_\_\_\_  
Denise Jones, City Clerk

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
TEHACHAPI REDEVELOPMENT AGENCY ACCEPTING THE  
TRANSFER OF CERTAIN PROPERTY**

**RECITALS:**

A. Pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.* (53 Cal.4th 231(2011)), on February 1, 2012, all assets, properties, contracts, leases, books and records, buildings, and equipment of the former Tehachapi Redevelopment Agency (the "Agency") transferred to the control of the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency") by operation of law.

B. Health and Safety Code Section 34167.5 requires the State Controller to determine whether an asset transfer occurred after January 1, 2011, between the City of Tehachapi (the "City") and the Agency and order the assets to be returned to the Successor Agency.

C. Health and Safety Code Section 34181(a) authorizes the Oversight Board of the Successor Agency to the Tehachapi Redevelopment Agency ("Oversight Board") to direct the Successor Agency to transfer properties funded by tax increment revenues of the dissolved Agency that were constructed and used for a governmental purpose to the appropriate public jurisdiction.

D. The Agency adopted its Resolution No. 02-11 on March 8, 2011 thereby transferring from the Agency to the City title of the parking lot facility located at the northeast corner of Robinson Street and "F" Street, also known as Assessor Parcel No. 040-200-10 (the "Property").

E. The Property was being used and continues to be used for the governmental purpose of providing parking in the downtown area of the City for the residents, businesses and taxpayers of the City.

F. On November 13, 2012, the Oversight Board adopted Resolution No. OB 03-12 directing the Successor Agency to execute and deliver a quitclaim deed to the City for the Property to remove any cloud on the City's fee title to the Property pursuant to the Oversight Board's powers granted by Health and Safety Code Section 34181(a).

G. On November 19, 2012, the Board of the Successor Agency adopted Resolution No. 06-12 authorizing and directing the Chair to execute and deliver a quitclaim deed to the City for the Property in order to remove any cloud on the City's fee title to the Property.

H. The deed evidencing such transfer was recorded in the Official Records of the Kern County Assessor-Recorder's Office as Instrument No. 0213036009.

I. Health and Safety Code Section 34181(f) provides that the actions taken by the Oversight Board pursuant to Resolution No. OB 03-12 are subject to review by the DOF and do not become effective unless the DOF does not object to such actions within a specified period of time.

J. Pursuant to Health and Safety Code Section 34181(f), Resolution No. OB 03-12 was submitted to the DOF on October 22, 2013.

K. On October 24, 2013, DOF notified the Successor Agency that DOF has 100 days to review the actions taken by Resolution No. OB 03-12.

L. The Successor Agency desires to accept the transfer of the Property from the City pending DOF's review of Resolution No. OB 03-12.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency hereby accepts the transfer of the Property and authorizes and directs the Chair to execute and cause to be recorded an appropriate certificate of acceptance with respect to the Property.

Section 3. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to execute and record such documents and instruments and to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Philip Smith, Chair

ATTEST:

\_\_\_\_\_  
Denise Jones, Secretary



# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: *TW/G*

CITY MANAGER:

**MEETING DATE:** November 4, 2013    **AGENDA SECTION:** Airport Manager

---

**TO:** Honorable Mayor Smith and Council Members  
**FROM:** Tom Glasgow  
**DATE:** October 31, 2013  
**SUBJECT:** Aviator Park Monument

---

## BACKGROUND

The Tehachapi Society of Pilots (TSP) wishes to sponsor the construction of a fallen aviator monument at the Tehachapi Airport, "Aviator Park". The cost of the project will be completely covered by the TSP organization (\$5-6K) and the funding is currently available. The project will take approximately three months to complete (weather permitting) and when it's finished, the monument will be owned and maintained by the city.

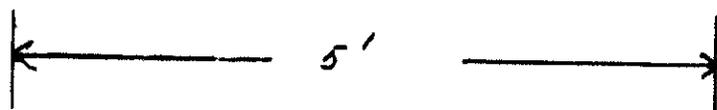
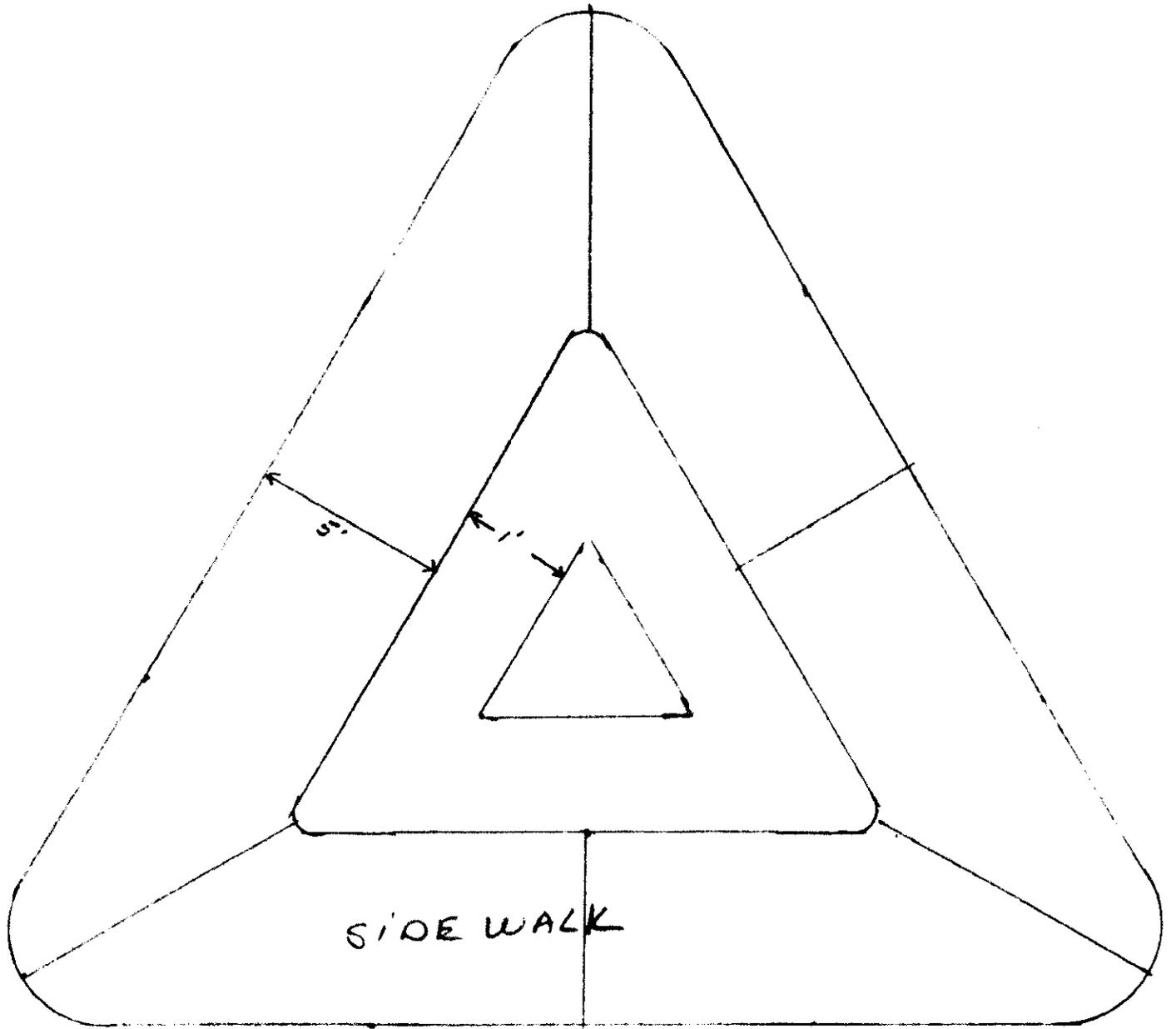
The details of the project consist of a colored, triangular, concrete structure (8' tall & uniform) with rounded corners, surrounded by a sidewalk (5' wide). The antique airport beacon will be mounted on top and will illuminate a welcoming glow (no rotation). The monument will be located on the park frontage, slightly east of center, west of the city sign facing transient parking. The north facing panel will display a large plaque with appropriate words, a possible sample of which is attached to this report. The other two panels (SE & NW) will be available for the honorary display of names.

The application and selection process for the display of names will be conducted by a committee of (4) TSP members for as long as the organization wishes to manage this responsibility. At that point, the selection process would revert to the city or another committee.

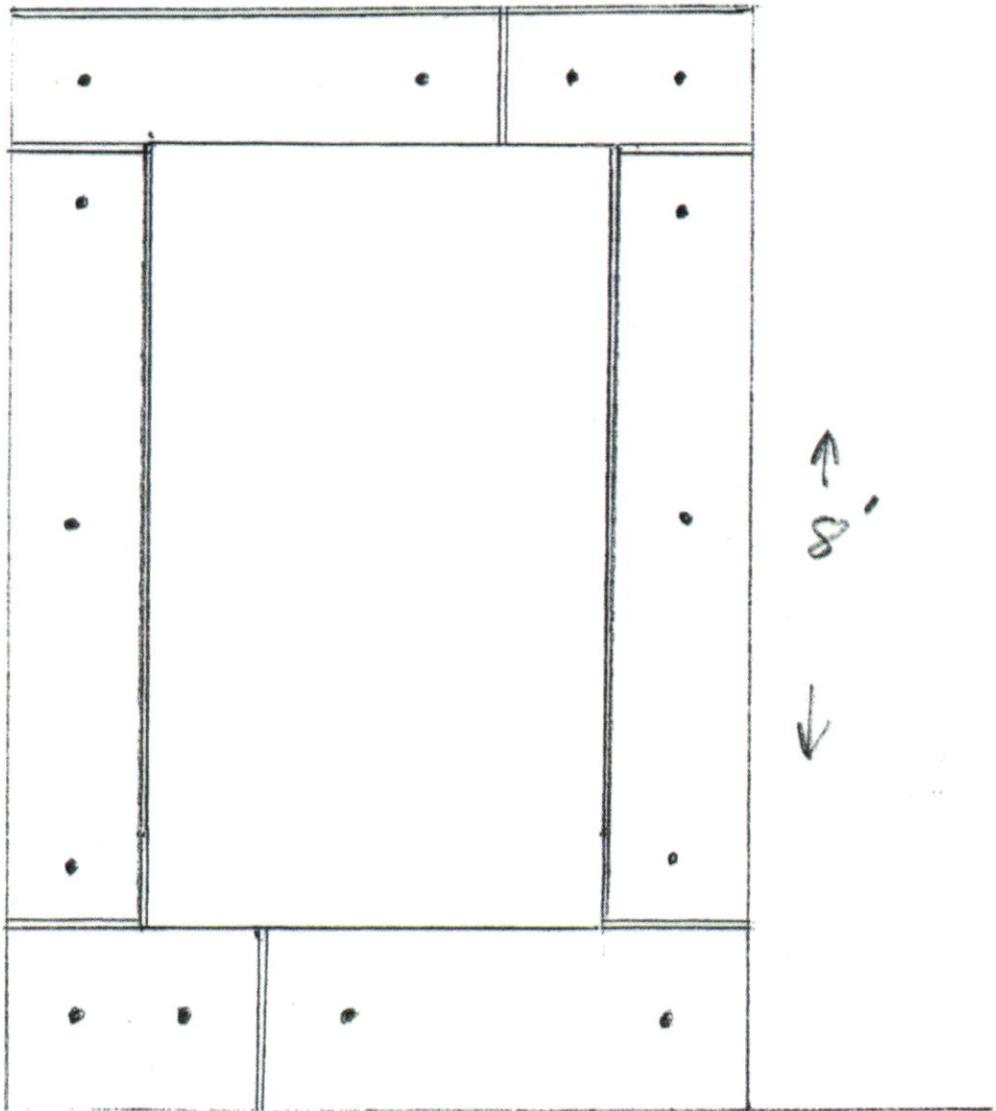
No additional resources are required to activate the construction of the monument.

## RECOMMENDATION

City Staff recommends to partner with the Tehachapi Society of Pilots on this project and to proceed with construction of the fallen aviator monument.



Top

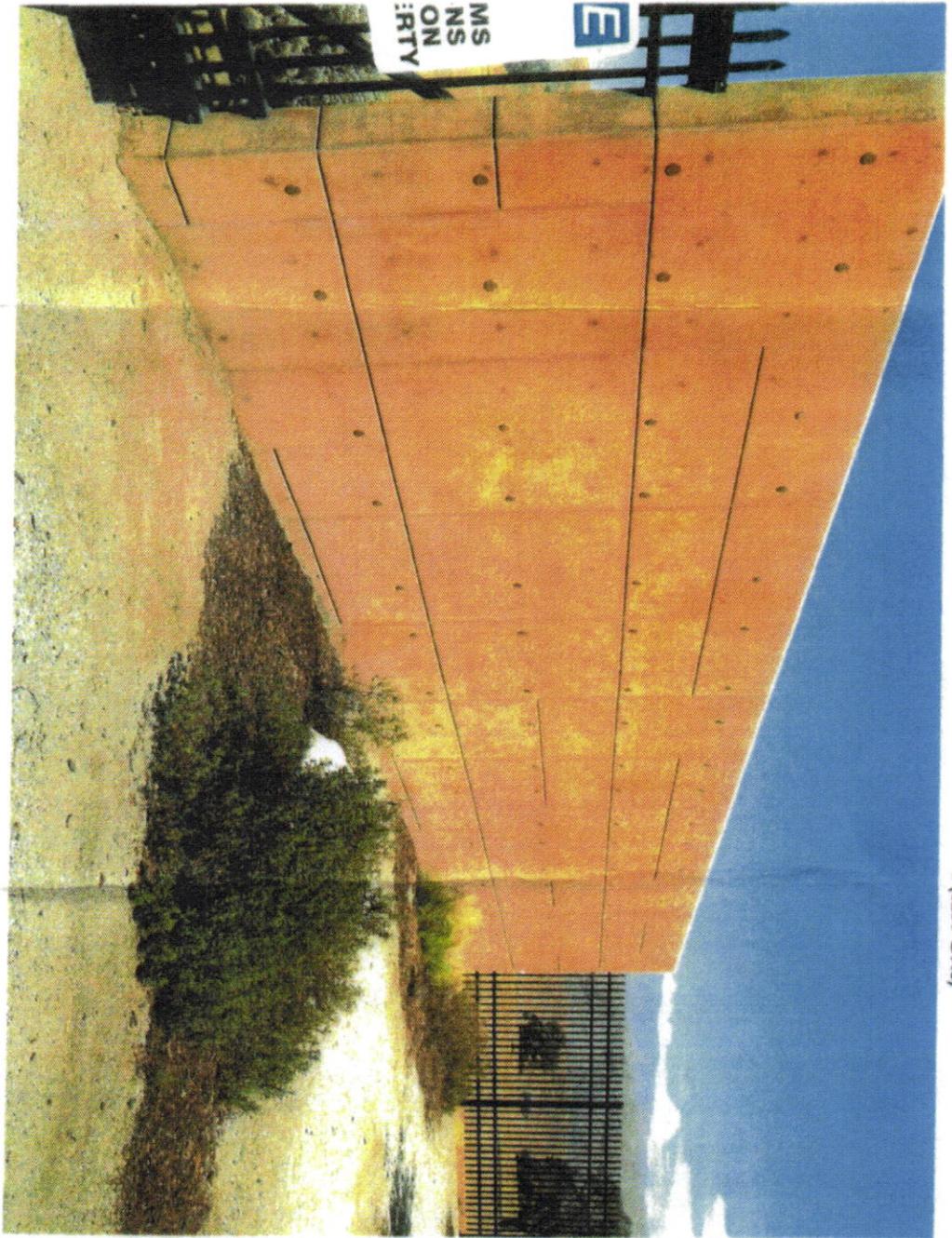


FRONT

← 5' →

X3

Oh, I have slipped the surly bonds of earth  
And danced the skies on laughter-silvered wings;  
Sunward I've climbed, and joined the tumbling mirth  
Of sun-split clouds . . . and done a hundred things  
You have not dreamed of . . . wheeled and soared and swung  
High in the sunlit silence. Hov'ring there,  
I've chased the shouting wind along, and flung  
My eager craft through footless halls of air.  
Up, up the long, delirious, burning blue  
I've topped the windswept heights with easy grace  
Where never lark, or even eagle flew.  
And, while the silent, lifting mind I've trod  
The high untrespassed sanctity of space  
Put out my hand, and touched the face of God.



MS  
NS  
ON  
:RTV



## Aviator Park Memorial Guidelines

Limited to individuals associated with Aviation throughout Tehachapi Valley.

All applications will be submitted to the current TSP board, or committee appointed by the TSP board, (minimum of 4 persons).

In the event that the TSP does not exist, the City of Tehachapi will assume the responsibility of reviewing applications.

All plaques to be of same size, style, and material, to be determined by TSP.

Plaques to be purchased by applicant, installed by TSP, as needed.

( example only)

## TSP Aviator Park Memorial Application

Submit date: \_\_\_\_\_

Name of deceased: \_\_\_\_\_

Were they a resident of Tehachapi Valley? Yes No  
( To include Hart Flat, Keene, and Sand Canyon)

How long were they residence in Tehachapi Valley  
and year or years: \_\_\_\_\_

Brief description of person's aviation history: \_\_\_\_\_

---

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Birth date: \_\_\_\_\_

Deceased date: \_\_\_\_\_

Person submitting application: \_\_\_\_\_

Phone number: \_\_\_\_\_



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

MEETING DATE: NOVEMBER 4, 2013    AGENDA SECTION: CITY MANAGER

---

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

**FROM:**                GREG GARRETT, CITY MANAGER

**DATE:**                OCTOBER 30, 2013

**SUBJECT:**            FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH THE COUNTY OF KERN FOR USE OF SPACE AT 500 EAST F STREET, TEHACHAPI CA

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## BACKGROUND

As the Council is aware, Staff entered into an agreement entitled "Kern County Agreement #157-2002 for use of space at 500 East 'F' Street", also known as the Tehachapi Senior Center, on March 12, 2002 in which the City leased the premises to the County of Kern. The parties now desire to amend the agreement, for the first time, to provide for a mutually agreed upon increase to be paid by the County for the use of the premises.

Attached to this report is copy of a proposed amendment to the lease which would change the rental fee from \$100 per month to \$400 per month. The mutually agreed upon increase in consideration shall be paid retroactively from July 1, 2013.

## RECOMMENDATION

Approve the First Amendment to the License Agreement for use of space at 500 East F Street, Tehachapi, CA between the City of Tehachapi and the County of Kern.

**FIRST AMENDMENT TO THE LICENSE AGREEMENT FOR USE OF SPACE AT  
500 EAST "F" STREET – TEHACHAPI, CALIFORNIA**

(City of Tehachapi – County of Kern)

THIS FIRST AMENDMENT TO THE LICENSE AGREEMENT ("**First Amendment**") is made and entered on \_\_\_\_\_, 2013 ("**Execution Date**") by and between the **CITY OF TEHACHAPI**, a municipal corporation of the State of California ("**Licensor**"), and the **COUNTY OF KERN**, a political subdivision of the State of California ("**County**"). County and Licensor are referred to individually as a "**Party**" and collectively as the "**Parties.**"

**RECITALS:**

**A.** On March 12, 2002, the Parties entered into a License Agreement known as Kern County Agreement #157-2002 ("**Agreement**"), for use of space at 500 East "F" Street, Tehachapi, CA ("**Premises**") to distribute and/or serve congregate meals to senior citizens. The Agreement is on file with the County Clerk of the Board.

**B.** The Parties now desire to amend the Agreement for the first time to provide for a mutually agreed upon increase in the consideration paid by County for the use of the Premises. The mutually agreed upon increase in consideration shall be paid retroactively from July 1, 2013, through the Execution Date of this First Amendment, at which point monthly rent payments shall be made pursuant to Section 1 of this First Amendment.

**AGREEMENT:**

**1. Section 5 "Consideration"** of the Agreement is hereby replaced in its entirety to read as follows:

County shall pay to Licensor in lawful money of the United States, without deduction or offset, to the City of Tehachapi, 115 South Robinson, Tehachapi, California 93561, or to such person and at such place as may be designated from time to time by Licensor, the monthly consideration of \$400.00. The first monthly payment of rent shall be paid within 30 days of the Execution Date, and thereafter for the balance of the Term, shall be paid on or before the anniversary date of the Execution Date. Each monthly rent payment shall only be in consideration for the right to possess, occupy and use the Premises for the subsequent month. In the event that this License terminates or expires prior to the end of any

prepaid consideration, Licensor shall refund all consideration which has been prepaid for the period of time following the termination or expiration.

2. **Ratification of Agreement:** Except as modified by this First Amendment, all terms and conditions of the Agreement as amended, shall be in full force and effect. All rights provided to County in this First Amendment are in addition to those provided in the Agreement and those provided by law.

3. **Authority to Execute:** Each of the individuals executing this First Amendment on behalf of Licensor and County represent and warrant that he or she is duly authorized to execute and deliver this First Amendment on behalf of Licensor or County, respectively, and that this First Amendment is binding upon Licensor and County, respectively, in accordance with its terms.

*Remainder of page intentionally left blank.*

The Parties have executed this First Amendment on the Execution Date.

**APPROVED AS TO CONTENT:**  
Department of Aging and Adult Services

By \_\_\_\_\_  
Director

County Administrative Office

By \_\_\_\_\_  
Assistant County Administrative Officer  
for General Services

**APPROVED AS TO FORM:**  
Office of County Counsel

By \_\_\_\_\_  
Deputy

**COUNTY OF KERN**

By \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

**CITY OF TEHACHAPI**

By \_\_\_\_\_  
Mayor, City of Tehachapi



APPROVED

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

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

# COUNCIL REPORTS

**MEETING DATE:** November 4, 2013    **AGENDA SECTION:** City Manager

---

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

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** OCTOBER 30, 2013

**SUBJECT:** WILLIAM BEIRNE GRANT DEED

---

## BACKGROUND

In 2009, the City approved the Heritage Oaks Development by William Beirne Construction Company, Inc. One of the conditions of approval was the transfer to the City by the Developer of a lot to be used as a sump site. In the process of deeding the property to the City, the title company utilized an incorrect legal description which referenced Lot 61 of Unit B instead of Lot 61 of Unit A. This went unnoticed until recently when Lot 61 Unit B was a part of a prospective sale of the property. The City does not want Lot 61 Unit B but rather Lot 61 Unit A. The Developer has executed a deed to convey Lot 61A to the City and the City now needs to execute a similar deed to the Developer for Lot 61B. There were issues related to this that could not be resolved including potential liability of the City for actions that may have occurred on Lot 61B. In the end, these were deemed insignificant and of little risk to the City and staff is recommending approval of the exchange of lots and for the Mayor to execute the deed of Lot 61B to Beirne and acceptance of the deed of Lot 61A to City.

## RECOMMENDATION

**APPROVE THE DEED GRANTING WILLIAM BEIRNE CONSTRUCTION COMPANY, INC. LOT 61 OF TRACT NO. 6062 UNIT B AND AUTHORIZE THE MAYOR TO SIGN**

**RECORDING REQUESTED BY:**

Chicago Title Company  
Escrow No.: 13-54505481-SR  
Locate No.: CACTI7715-7715-4545-0054505481  
Title No.: 13-54505481-DN

**When Recorded Mail Document  
and Tax Statement To:**

City of Tehachapi  
115 S. Robinson  
Tehachapi, CA 93561

APN: 417-262-28-00

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**GRANT DEED**

**The undersigned grantor(s) declare(s)**

**Documentary transfer tax is \$0.00**

- computed on full value of property conveyed, or
- computed on full value less value of liens or encumbrances remaining at time of sale,
- City of Tehachapi,

**FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,**

City of Tehachapi

**hereby GRANT(S) to**

William Beirne Construction Company, Inc., a California Corporation

**the following described real property in the City of Tehachapi, County of Kern, State of California:**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

APN: 417-262-28-00

DATED: August 15, 2013

State of California )  
County of \_\_\_\_\_ )

\_\_\_\_\_  
Greg Garrett, City Manager

On \_\_\_\_\_ before me,  
\_\_\_\_\_, Notary Public  
(here insert name and title of the officer), personally appeared

\_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**MAIL TAX STATEMENTS AS DIRECTED ABOVE**

FD-213  
(grant)

GRANT DEED

Escrow No.: 13-54505481-SR  
Locate No.: CACTI7715-7715-4545-0054505481  
Title No.: 13-54505481-DN

## EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Lot 61 of Tract No. 6062 Unit "B", according to the Map thereof recorded December 14, 2005 in Book 54 Pages 108, 109, 110, 111 and 112 of Maps, Kern County Records.

APN: 417-262-28-00

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# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

**MEETING DATE:** November 4, 2013    **AGENDA SECTION:** City Managers

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

**FROM:**                **Greg Garrett, City Manager**

**DATE:**                **October 31, 2013**

**SUBJECT:**            **Airport and City Development Ideas**

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As the Council is aware, our City Staff is always looking for new and improved ways to provide services, attract visitors and increase the quality of life for all of the City's residents. The fruits of these ideas have been evident in the creation of the Tehachapi Event Center Master Plan, numerous downtown improvements, partnerships for a variety of City owned facilities and more.

With the recent successes of the Friends of Tehachapi Airport and Tehachapi Society of Pilots in attracting users to the airport, our City Staff began brainstorming additional ideas for increased community involvement at this important facility. One of the primary issues we identified was that very few City residents are users of Tehachapi Municipal Airport but that it is their tax dollars that provide a significant amount of the funding for its operation.

While the Event Center will certainly bring additional users to the Airport property, there is a current physical disconnect between the two properties such that Event Center users do not get to experience the full benefit of the airport. While this might change as the airport continues to develop, Staff believes there may be great opportunities to connect residents to this asset in the shorter-term.

One idea that has been discussed is to provide current City residents with the opportunity to receive flight training should they desire it. There are obviously concerns with an idea such as this that would need to be addressed, most notably funding and liability. That said, there are already a number of ideas for how to deal with these issues and doing so would create more local users of the airport, increase fuel sales, and would bring other individuals like friends and family to experience this amazing City asset. As such, City staff would like to form an exploratory committee with members of the Council and others to vet the idea and to return with recommendations.

Another idea recently discussed at the Staff level was to promote the creation of a winery on the north side of the runway. If Staff were able to identify a current vineyard operator, land could be leased for the development of a large vineyard that would be accessible to both airplanes and the general public. This facility could generate increased air traffic, increased revenues for the airport and a place where the public could enjoy the sights and sounds of the airport without being connected to an airplane. City Staff is already approaching existing wineries with the idea of expansion or new development of a winery on the empty land north of the runway and south of the event center.

Lastly, while not directly related to the airport, City Staff members have been working with the Tehachapi Valley Recreation and Parks District and a company named Gravity Logic to refine the idea of a downhill mountain biking park north of Highway 58 in the City limits. This park would be a potential visitor attraction for thousands of riders per year because of our nearly year-round riding climate and the easy access from the Highway. It would also be one of only a few facilities of its kind in the United States and the only mountain bike only park on the west coast.

Whistler Gravity Logic has developed numerous major mountain bike parks throughout the world including Whistler Bike Park in Vancouver, Trestle Bike Park in Winter Park, Colorado, and the newest mountain bike trails at Snow Summit Ski resort in Southern California. Should the Council support the idea, Staff intends to hire Gravity Logic to perform a feasibility study. This study would assess the physical terrain, provide conceptual trail design and layout at the facility and provide a 5-year Pro Forma analysis to demonstrate the facilities direct return on investment.

The cost to provide this feasibility study would be \$12,000, not including associated travel and incidental costs, and the study would be complete in early 2014. Upon completion of the study, we would begin searching for partners to develop and operate the facility.

#### **RECOMMENDATION**

**FORM AN EXPLORATORY COMMITTEE TO RESEARCH AND PROVIDE RECOMMENDATIONS REGARDING CITY SPONSORED FLIGHT TRAINING TO CITY RESIDENTS; AUTHORIZE STAFF TO ENTER INTO AN AGREEMENT WITH GRAVITY LOGIC FOR A MOUNTAIN BIKE PARK FEASIBILITY STUDY AT A COST OF UP TO \$16,500, TO BE APPROVED BY THE CITY ATTORNEY**



INNOVATIONS IN BIKE PARK DESIGN + DEVELOPMENT  
WHISTLER, BC

DATE: October 31, 2013  
INVOICE # n/a

FOR: Feasibility Assessment

Attention:  
Michelle Vance  
City of Tehachapi  
California, USA

P.O. #

DESCRIPTION	QTY	UNIT RATE	AMOUNT
<b>Pre-Feasibility Assessment</b>			
Feasibility Assessment	1.00	12000.00	12,000.00
Air Travel and Transfer Whistler-YVR-Whistler	2.00	500.00	1,000.00
Per Diem (2 people x 4 days)	8.00	75.00	600.00
Hotel (2 people x 2 nights)	4.00	125.00	500.00
Rental Car and Fuel	3.00	100.00	300.00
Travel Day Rate	4.00	425.00	1,700.00
*expenses ( flights, rental car, accomodation) will be billed at cost			
SUBTOTAL			\$ 16,100.00
GST			0.00%
SALES TAX			-
Deposit Due			
<b>TOTAL</b>			
DEPOSIT PAID			\$ -
BALANCE DUE			

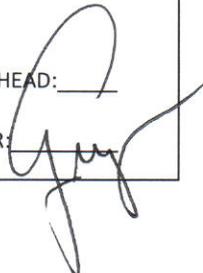
All amounts in USD  
Please Make all checks payable to **GRAVITY LOGIC INC.**

7470 Ambassador Crescent,  
Whistler, B.C. V0N 1B7 Canada  
Tel: 661-713-3296 Fax: 604-938-1517  
email: rob@whistlergravitylogic.com

**WE THANK YOU FOR YOUR BUSINESS!**



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



# COUNCIL REPORTS

**MEETING DATE:** November 4, 2013    **AGENDA SECTION:** City Manager

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

**FROM:**                **Greg Garrett, City Manager**

**DATE:**                **October 30, 2013**

**SUBJECT:**            **AIRPORT COMMISSION**

---

## BACKGROUND

As the Council is aware, at the regularly scheduled City Council meeting held October 7, 2013, Councilmember Nixon requested that a committee be formed (Committee) to consider the current and future existence of the Airport Commission. At that same meeting, Mayor Smith appointed Councilmembers Nixon and Wiggins to this committee, alongside City Manager Greg Garrett, Airport Manager Tom Glasgow and Airport Commission Chair Eric Hansen, and directed them to meet with staff to consider the issue and return with a recommendation.

On Tuesday, October 22, 2013, the committee met (Hansen was unable to attend; his recommendations are attached) to review Chapter 11.04 of the Tehachapi Municipal Code, which relates to the organization and responsibilities of the Tehachapi Airport Commission (Commission). After careful consideration of the intended function, as well as the actual function of the Commission, the committee agreed that there was no longer a need for the Commission in its current state. With that in mind, the two alternatives were to 1) amend the Code section regarding the Commission, or 2) to repeal Chapter 11.04 and dissolve the Commission.

As stated in Chapter 11.04 of the Municipal Code, the primary responsibility of the Airport Commission is to "recommend to the city council policies for the proper operation of the Tehachapi Municipal Airport". In practice however, the professional Airport Manager typically provides these recommendations to the Council and carries them out.

With that in mind, the Committee agreed that an advisory committee would be a more effective and efficient way to address specific issues at the airport at the request of either the Airport Manager, City Manager or City Council. The advisory committee would consist of the City Manager, Airport Manager, one Councilmember, and two public members who are residents within the City. This advisory committee would be set by resolution and would act as an ad hoc committee to address specific items of interest or concern.

In the future then, should the City Council wish to have a recommendation about the proper operation of the airport, the Airport Manager would be the primary source to provide that information. Should the Council, City Manager or

Airport Manager feel that additional community or airport user input would be critical to the recommendation provided, the advisory committee would be called upon to meet and discuss the issue.

**RECOMMENDATION**

**INTRODUCE ORDINANCE REPEALING ORDINANCE NOS. 464, 499, 593, 649, AND 657 AND CHAPTER 11.04 OF THE TEHACHAPI MUNICIPAL CODE WHICH CREATED THE AIRPORT COMMISSION AND DESCRIBED ITS FUNCTIONS AND DISSOLVING THE AIRPORT COMMISSION**



## Post Validation Notification

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10/30/2013

Request # 2239-001

To:  
Jay Schlosser  
115 S ROBINSON ST  
Tehachapi, CA 93561

Dina Rodriguez  
Access Specialist  
P.O. Box 1444  
Rocklin, CA 95677  
Toll Free: (855)  
259-1825  
dinar@adaac.org

Hello Jay Schlosser,

Upon review of your request, we have determined that an investigation is warranted to gather more information about your request. The investigation process can take up to 30 days. I will be contacting you within this time frame to keep you up to date with any new developments.

At any time during the investigation, please feel free to contact me with any questions or concerns that you may have regarding the above information.

Best regards,

*Dina Rodriguez*

Cc: Alex Morales III  
Statewide ADA Coordinator  
Caltrans ADA Infrastructure Program



*Committed to Assisting ADA Compliance Efforts*



## Post Validation Notification

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10/30/2013

Request # 2239-001

Location: NW corner of W. Valley Blvd and Hwy 202 for the NS crosswalk on the westside of the intersection.

City / County: Tehachapi, CA / KERN COUNTY

Nature of Request: The City of Tehachapi received a request from a blind gentleman to install audible cross-walk actuators at the intersection of Route 202 and Valley Boulevard within the City of Tehachapi. This gentleman also attended a City Council meeting to make the request in person. He apparently lives south of Valley Boulevard on Tucker Road and commonly uses the above-noted intersection to access local commercial businesses.



*Committed to Assisting ADA Compliance Efforts*