

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, April 21, 2014 - 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 REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, APRIL 21, 2014 - 6:00 P.M. - PG. 2

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 19-14
Tehachapi City Council Unassigned Ord. No. 14-03-717
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-14
Tehachapi Public Financing Authority Unassigned Res. No. 01-14

- *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 April 7, 2014–
APPROVE AND FILE

FINANCE DIRECTOR REPORTS

- *4. Disbursements, bills, and claims for April 3, 2014 through April 17, 2014– **AUTHORIZE PAYMENTS**
- *5. City of Tehachapi Treasurer’s Report through March, 2014 – **RECEIVED REPORT**

COMMUNITY OUTREACH COORDINATOR REPORTS

6. Application for a California Off Highway Vehicle Grant for a 13 acre motocross facility at the Tehachapi Event Center and Rodeo Grounds – **ADOPT A RESOLUTION APPROVING AN APPLICATION FOR OFF-HIGHWAY VEHICLE GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION**

CITY ENGINEER REPORTS

7. Tehachapi Blvd Rehabilitation Project Phase II bid award – **AWARD THE TEHACHAPI BOULEVARD REHABILITATION PROJECT – PHASE II TO GRIFFITH CONSTRUCTION IN THE AMOUNT OF \$364,463.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$18,223.00)**

ASSISTANT CITY MANAGER REPORTS

- *8. Agreement with Pyro Spectaculars to initiate a fireworks display at the July 4th Hotdog Festival at the Airport – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC. SUBJECT TO APPROVAL BY CITY ATTORNEY**

CITY MANAGER REPORTS

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, APRIL 21, 2014 - 6:00 P.M. - PG. 3**

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Approval of closed session minutes of April 7, 2014.
2. Conference with legal counsel regarding potential litigation per Government Code Section 54956.9(d)(4).
3. Conference with Legal Counsel Regarding Petition to File Late Claim from Valencia Homes LLC Per Government Code Section 54956.9(d)(2).

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, April, 7 2014 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by 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><u>INVOCATION</u></p> <p>By Pastor Michael Clark of Calvary Chapel Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Susan Wiggins</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. Presentation by Linda Urata of Kern Regional Award of Merit for the City of Tehachapi 2. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Charles White, President of Main Street Tehachapi, regarding Main Street Events. 	<p>Approved Consent Agenda Wi/Gr Ayes All</p>
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ACTION TAKEN

- b. Matt Young, TVRPD General Manager, regarding Meadowbrook Park improvements and events cards.

CITY CLERK REPORTS

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on March 17, 2014 - **APPROVED AND FILED.**
- *5. Agreement for janitorial services at all City facilities – **APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CUSTOMIZED CUSTODIAL SERVICES AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO CITY ATTORNEY APPROVAL**
- *6. Destruction of records in accordance with the City’s adopted records retention schedule – **ADOPTED RESOLUTION 17-14 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS**

All Ord. Read By Title Only

Approved & Filed
 Wi/Gr Ayes All

Approved The Agreement
 Between The City Of Tehachapi
 And Customized Custodial
 Services And Authorized The
 Mayor To Sign Subject To City
 Attorney Approval
 Wi/Gr Ayes All

Adopted Resolution 17-14
 Authorizing The Destruction Of
 Certain City Records
 Wi/Gr Ayes All

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills and claims for March 19, 2014 through April 2, 2014 – **AUTHORIZED PAYMENTS**
- *8. Resolution designating HdL Companies to examine sales, use and transactions tax records of the State Board of Equalization for various governmental functions within the City – **ADOPTED RESOLUTION 18-14 AUTHORIZING EXAMINATION OF SALES AND USE TAX RECORDS**
9. Mid-Year Budget Adjustments – **FINANCE DIRECTOR, HANNAH CHUNG, GAVE REPORT; COMMENTS WERE RECEIVED FROM CHARLES WHITE, CITY RESIDENT, MAYOR SMITH, COUNCILMEMBER NIXON AND COUNCILMEMBER WIGGINS; APPROVED THE 2013-14 MID-YEAR BUDGET ADJUSTMENTS**

Authorized Payments
 Wi/Gr Ayes All

Adopted Resolution 18-14
 Authorizing Examination Of
 Sales And Use Tax Records
 Wi/Gr Ayes All

Approved The 2013-14 Mid-Year
 Budget Adjustments
 Wi/Ni Ayes All

AIRPORT MANAGER REPORTS

10. Non-commercial hanger ground lease – **AIRPORT MANAGER, TOM GLASGOW, GAVE REPORT; COMMENTS WERE RECEIVED FROM GAYLE STEWART; APPROVED THE NON-COMMERCIAL HANGER GROUND LEASE AGREEMENT FOR HANGER 25W BETWEEN THE CITY OF TEHACHAPI AND TERESA LEGAULT AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Non-Commercial
 Hanger Ground Lease Agreement
 For Hanger 25w Between The
 City Of Tehachapi And Teresa
 Legault And Authorized The
 Mayor To Sign
 Ni/Za Ayes All

ACTION TAKEN

11. Non-commercial hanger ground lease – **AIRPORT MANAGER, TOM GLASGOW, GAVE REPORT; COMMENTS WERE RECEIVED FROM GAYLE STEWART; APPROVED THE NON-COMMERCIAL HANGER GROUND LEASE AGREEMENT FOR HANGER 07E BETWEEN THE CITY OF TEHACHAPI AND R. DEAN AND DARLENE R. SCHUMACHER AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Non-Commercial Hanger Ground Lease Agreement For Hanger 07e Between The City Of Tehachapi And R. Dean And Darlene R. Schumacher And Authorized The Mayor To Sign Ni/Za Ayes All

POLICE CHIEF REPORTS

12. Proposed amendment and restatement of the School Resource Officer Memorandum of Understanding with the Tehachapi Unified School District to be effective through June 30, 2015 – **POLICE CHIEF, JEFF KERMODE, GAVE REPORT; APPROVED AND AUTHORIZED THE MAYOR AND POLICE CHIEF TO SIGN THE PROPOSED AMENDMENT AND RESTATEMENT OF THE SCHOOL RESOURCE OFFICER MEMORANDUM OF UNDERSTANDING**

Approved And Authorized The Mayor And Police Chief To Sign The Proposed Amendment And Restatement Of The School Resource Officer Memorandum Of Understanding Gr/Wi Ayes All

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

13. Associate membership in to the California Enterprise Development Authority (CEDA) – **COMMUNITY DEVELOPMENT DIRECTOR, DAVE JAMES, GAVE REPORT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE ASSOCIATE MEMBERSHIP AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE CALIFORNIA ENTERPRISE DEVELOPMENT AUTHORITY**

Approved And Authorized The Mayor To Sign The Associate Membership Agreement Between The City Of Tehachapi And The California Enterprise Development Authority Za/Gr Ayes All

CITY ENGINEER REPORTS

14. Letter of Intent outlining the path forward for the Antelope Conjunctive Use Project Transmission Pipeline that will link potentially productive well sites and for the formation of a joint agencies agreement between the City of Tehachapi, Tehachapi-Cummings County Water District and the Golden Hills Community Services District – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; RECEIVED COMMENTS FROM CRAIG BRITTEN, CITY RESIDENT; APPROVED THE LETTER OF INTENT FOR THE FORMATION OF A JOINT AGENCIES AGREEMENT FOR WATER SUPPLY COORDINATION IN THE TEHACHAPI VALLEY AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Letter Of Intent For The Formation Of A Joint Agencies Agreement For Water Supply Coordination In The Tehachapi Valley And Authorized The Mayor To Sign Ni/Za Ayes All

15. Police department landscape project bid award – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; COMMENTS WERE RECEIVED FROM COUNCILMEMBER WIGGINS; AWARDED THE TEHACHAPI POLICE DEPARTMENT LANDSCAPING IMPROVEMENTS PROJECT TO ALPHA SCAPES INC. IN THE AMOUNT OF \$32,662.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF \$3,200.00**

Awarded The Tehachapi Police Department Landscaping Improvements Project To Alpha Scapes Inc. In The Amount Of \$32,662.00 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of \$3,200.00 Gr/Wi Ayes All

ASSISTANT CITY MANAGER REPORTS

16. Update on Councilmember Nixon’s request to discuss tree trimming procedures with Southern California Edison – **VERBAL REPORT**

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Nixon invited the public to the next Friends of Tehachapi Airport meeting on April 23, 4:00 PM at the Airport Pilot Lounge.

CLOSED SESSION

1. Approval of closed session minutes from March 17, 2014 – **APPROVED AND FILED**
2. Conference with Legal Counsel Regarding Claim Filed by Felix Gonzales Per Government Code Section 54956.9(d)(2).
3. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 18E, per Government Code Section 54956.8.

Approved & Filed
Ni/Wi

NAT

Adopted Not To Exercise City's
Right Of First Refusal To
Purchase Hanger 18E
Wi/Gr

ADJOURNMENT

The City Council/Boards adjourned at 7:45 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, April 21, 2014, at 6:00p.m.

ASHLEY WHITMORE
Deputy City Clerk
City of Tehachapi

Approved this 7th day
Of April, 2014.

PHILIP SMITH
Mayor, City of Tehachapi

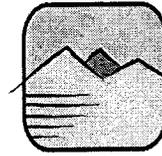
Tehachapi City Council Regular Meeting – April 7, 2014
Tehachapi Redevelopment Successor Agency Regular Meeting
Tehachapi Public Financing Authority Regular Meeting And
Tehachapi City Financing Corporation Regular Meeting

ACTION TAKEN

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 4/17/2014 - 1:06 PM



CITY OF TEHACHAPI CALIFORNIA

		Check Amount
Check No:	0 Check Date:	
Vendor:	0015 211 Praxair Distribution Inc.	
48857276	PW\acetylene	123.99
48950330	PW\Eng drive outback & weld cable	2,515.91
		2,639.90
Check No:	0 Check Date:	
Vendor:	0017 American Business Machines	
197332	GG\shipping chgs-Magenta & Cyan toner	8.00
		8.00
Check No:	0 Check Date:	
Vendor:	0030 The Bakersfield Californian	
13449615	PD Bldg\Bid Advertising	986.44
13457511	Strts\Teh Blvd Rehab\Bid Advertising	1,196.54
		2,182.98
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories, Inc.	
B169329	Wtr\samples\Minton Well & Highline Resv	50.00
B169329-1	Wtr\samples\East I & Cyn Dr W	36.00
B169461	Swr\samples\Influent & Effluent	325.00
B169487	Wtr\samples\all Wells & Resv	120.00
B169755	Wtr\samples\Curry Well & Resv 1 & 2	75.00
B169755-1	Wtr\samples\Mulberry Fig & Hickory	36.00
B169833	Wtr\samples\Mojave & Dennison Wells	30.00
B169834	Wtr\samples\Curry Resv	15.00
B169889	Swr\samples\Influent & Effluent	325.00
		1,012.00
Check No:	0 Check Date:	
Vendor:	0041 Benz Propane Company, Inc.	
238272991	PW\Acct #1228100\yard bottles	134.68
238272992	Wtr\Acct #1228101\800 Ent Way	195.23
		329.91
Check No:	0 Check Date:	
Vendor:	0061 BSK Associates	
A407987	Swr\Storm Water (NPDES) TOC	195.00
		195.00
Check No:	0 Check Date:	
Vendor:	0182 P&J Electric	
4695	Wtr\troubleshoot PLC @ Curry Booster Station	460.04
		460.04
Check No:	0 Check Date:	

Vendor:	0218 Jim's Supply Company, Inc.	
103199	Wtr\HR Plates-72-120 & 72-84	2,014.10
		<hr/>
		2,014.10
Check No:	0 Check Date:	
Vendor:	0236 Kern Council of Governments	
03062014	GG\2013 Regional Awards Dinner	360.00
		<hr/>
		360.00
Check No:	0 Check Date:	
Vendor:	0241 Kern Bros. Trucking, Inc.	
65389	Wtr\2 lds p/s	1,182.50
		<hr/>
		1,182.50
Check No:	0 Check Date:	
Vendor:	0263 Lebeau, Thelen, LLP	
18	GG\Broom Family Trust Litigation	3,458.00
30	GG\Pitchess Motions	480.00
34	GG\Walmart CEQA Litigation	798.00
		<hr/>
		4,736.00
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140127631	PE\linen maintenance	104.52
140129057	PW\linen maintenance	107.10
140130533	PW\linen maintenance	104.52
140130534	Swr\dust mop & mats	39.30
140131943	PW\linen maintenance	99.10
		<hr/>
		454.54
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	
2291695	Swr\Acct #975428801	87.62
2302238	Swr\Acct #965528800	132.89
		<hr/>
		220.51
Check No:	0 Check Date:	
Vendor:	0310 Willdan Financial Services	
010-23602 1	LLD #1 Admin Fees Apr - Jun 2014	169.00
010-23602 2	LLD #1 Admin Fees Apr - Jun 2014	110.03
010-23602 3	LLD #1 Admin Fees Apr - Jun 2014	182.28
010-23602 4	LLD #1 Admin Fees Apr - Jun 2014	548.89
010-23602 5	LLD #1 Admin Fees Apr - Jun 2014	492.61
010-23602 6	LLD #1 Admin Fees Apr - Jun 2014	18.02
010-23602 7	LLD #1 Admin Fees Apr - Jun 2014	25.77
010-23602 8	LLD #1 Admin Fees Apr - Jun 2014	34.30
		<hr/>
		1,580.90
Check No:	0 Check Date:	
Vendor:	0347 Quinn Company	
PC080330567	PW\spring assy	74.37
		<hr/>
		74.37
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0043648	PW unleaded & diesel fuel	1,033.69
0270692	PW unleaded & diesel fuel	1,114.63

		Check Amount
		2,148.32
Check No:	0 Check Date:	
Vendor:	0399 Sparkletts	
040114	Swr\cooler rental & water bottles	96.50
		96.50
Check No:	0 Check Date:	
Vendor:	0431 Tehachapi News	
13442387	GG\Secretary P/T Ad	92.00
13447368	GG\Engineering Ad	168.00
13449333	PD Bldg\Landscape Bid Ad	480.00
13450629	GG\Janitorial Svcs Ad	28.75
13456914	Strts\Teh Blvd Bids Ad	497.50
		1,266.25
Check No:	0 Check Date:	
Vendor:	0441 Vulcan Materials Company	
70296069	Parks\6skaepm	1,280.82
		1,280.82
Check No:	0 Check Date:	
Vendor:	0445 Tehachapi Senior Center, Inc.	
05012014	Sr. Center-May rent	400.00
		400.00
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
131681	Constr\ink cartridges	163.36
132032	GG\labels	131.49
132046	GG\binders clipboards steno books	99.22
132076	GG\copy paper & binders	23.59
132130	Challenger Dr Ext\copies	13.55
132142	GG\paper binder clips pens post it notes	72.27
132161	City Hall-PD Remodel\scan blueprint copies	72.56
649479	Air\white board & markers	81.99
C 131563	GG\Credit - plastic binding	-4.80
C 131771	GG\Credit - rubberbands	-9.64
C 131778	GG\Credit - card refill	-6.03
		637.56
Check No:	0 Check Date:	
Vendor:	0485 McMaster-Carr Supply Company	
78799644	GG\red lever spout & seal for water dispenser	49.09
		49.09
Check No:	0 Check Date:	
Vendor:	0498 Interstate Battery System	
22244369	PW\MTP-65	175.68
22244369-1	PW\MTP-65	175.68
		351.36
Check No:	0 Check Date:	
Vendor:	0560 Kern Machinery	
101-151016	Strts\Install Brush attachment	4,613.80
		4,613.80

Check No:	0	Check Date:		
Vendor:	0585	Terry J. Warsaw, M.D.		
37099		GG\physical exam-JWyatt		195.00
				<hr/>
				195.00
Check No:	0	Check Date:		
Vendor:	0620	Mountain Gardens Nursery		
53075		CD\Get Well Plant-MSmith		32.24
				<hr/>
				32.24
Check No:	0	Check Date:		
Vendor:	0817	Kimball Midwest		
3458045		PW\brass fittings		523.30
3467651		PW\crimper & terminals		374.48
3488332		PW\brass fittings & clamps		690.16
				<hr/>
				1,587.94
Check No:	0	Check Date:		
Vendor:	0832	ACWA/JPIA		
0279683		Medical Insurance		65,538.26
0279683-1		Dental Insurance		8,351.80
0279683-2		Vision Insurance		1,104.42
0279683-3		Life Insurance		1,387.05
				<hr/>
				76,381.53
Check No:	0	Check Date:		
Vendor:	1032	Jack Davenport Sweeping Services, Inc.		
102141		Strts\Broom Sweeping Service		8,640.00
				<hr/>
				8,640.00
Check No:	0	Check Date:		
Vendor:	1285	CA Dept of Corrections and Rehabilitation		
1800216889		Strts\CCI Work Crew		5,466.46
1800216889-1		PW\CCI Work Crew		1,261.49
1800216889-2		Landscape\CCI Work Crew		1,261.49
				<hr/>
				7,989.44
Check No:	0	Check Date:		
Vendor:	1286	M&M's Sports Uniforms & Embroidery		
30743		Air\caps & embroidering		425.18
				<hr/>
				425.18
Check No:	0	Check Date:		
Vendor:	1321	Culligan Water Conditioning		
04012014		PD\ACD Rental		29.00
				<hr/>
				29.00
Check No:	0	Check Date:		
Vendor:	1413	Kern Turf Supply, Inc.		
323971		Strts\Mill St Island-1" electric valve		65.34
323993		LLD\5" pop-ups		477.30
323993-1		Landscape\Sod knife 8" sickle		6.45
324280		Strts\Mill St Island-rotator 8'-15' Arc		53.21
324386		Strts\Mill St Island-rotator 5'x30' side strip		47.30
				<hr/>
				649.60
Check No:	0	Check Date:		

Vendor:	1505 Benz Construction Services	
2311979	PW\Acct #966755300\toilet svc & monthly rentz	55.75
		<hr/>
		55.75
Check No:	0	Check Date:
Vendor:	1674 Springbrook Software	
INV27874	Wtr\Credit Card processing expense	102.38
INV27874-1	Swr\Credit Card processing expense	102.37
		<hr/>
		204.75
Check No:	0	Check Date:
Vendor:	1724 Banks Pest Control, Inc.	
398716	Air\pest control	185.00
		<hr/>
		185.00
Check No:	0	Check Date:
Vendor:	1729 Alpha Landscape Maintenance	
11941-1	GG\City Offices	48.02
11941-10	Strts\South Curry	222.50
11941-11	LLD\Heritage Oaks	843.12
11941-12	LLD\KB - Dennison	3,524.54
11941-13	PD Bldg\took grass off	3.15
11941-14	Strts\Trees	10.09
11941-15	Strts\Dennison	704.20
11941-16	LLD\Clearview	314.65
11941-17	Parks\Pioneer Park	541.45
11941-18	GG\Old Town Planters	80.15
11941-19	LLD\Mill St Cottages	24.09
11941-2	GG\Mkt Pl - Union Pac	215.91
11941-20	Parks\Robinson Park	493.30
11941-21	GG\Taco Samich & wall	27.48
11941-22	GG\Sr Ctr	102.57
11941-23	RR Depot	124.59
11941-24	GG\Phase 4 downtown planters	33.95
11941-25	LLD\Red Barn	86.22
11941-26	LLD\Red Barn 2	7.00
11941-27	GG\Robinson Parking lot	24.45
11941-28	LLD\Alta - Warrior Park	1,564.62
11941-3	Strts\Mill St Island	415.98
11941-4	Strts\Cap Hills - South Island	263.91
11941-5	LLD\Manzanita Park	706.41
11941-6	LLD\KB Tract - Highline	500.85
11941-7	LLD\Alta Tract - Warrior Park	4,367.95
11941-8	LLD\Alta planters - Highline & Tract	1,534.02
11941-9	LLD\Alta Parkway lawns	171.51
11942-1	GG\Mkt Pl - Union Pac	1.10
11942-10	LLD\Heritage Oaks	10.95
11942-11	LLD\KB - Dennison	23.00
11942-12	Strts\Dennison	3.29
11942-13	LLD\Clearview	1.10
11942-14	Parks\Pioneer Park	3.29
11942-15	GG\Old Town Planter	0.55
11942-16	LLD\Mill St Cottages	0.55
11942-17	LLD\Alta - Warrior Park	12.05
11942-18	Parks\Robinson Park	1.10
11942-19	GG\Taco Samich	0.55
11942-2	Strts\Mill St Island	3.29
11942-20	GG\Sr Center	0.55

11942-21	Depot\RR Depot	2.19
11942-22	GG\Robinson Parking Lot	0.55
11942-23	GG\Phase 4 downtown planters	0.55
11942-24	LLD\Red Barn	0.55
11942-25	LLD\Red Barn 2	0.48
11942-3	Strts\Cap Hills	2.19
11942-4	LLD\Manzanita Park	3.29
11942-5	LLD\KB Tract - Highline	1.10
11942-6	LLD\Alta Tract - Warrior Park	21.90
11942-7	LLD\Alta Parkway lawns	2.19
11942-8	LLD\Alta planters - Highline & Tract	10.95
11942-9	Strts\South Curry	2.19

17,066.18

Check No: 0 Check Date:
 Vendor: 1843 The Bank of New York Mellon Trust Company, I
 06012014 City of Tehachapi 07 Tax Allocation
 06012014 1 City of Tehachapi 07 Tax Allocation

168,341.00
 42,085.25

210,426.25

Check No: 0 Check Date:
 Vendor: 1947 Tehachapi Lawn and Garden
 0098 Strts\motor oil for motorized paint sprayer
 1133 Constr\sharpen saw chains
 3012 Landscape\2 cycle oil
 3012-1 PW\2 cycle oil

9.22
 36.00
 129.00
 129.00

303.22

Check No: 0 Check Date:
 Vendor: 1982 SSD Systems
 904271-J Swr\add keypad to NW door & receiver @ panel

388.66

388.66

Check No: 0 Check Date:
 Vendor: 2111 Swift Napa Auto Parts
 797675 PW\serpentine belt credit
 798741 Strts\three batteries & core deposits
 798790 Strts\two batteries & core deposit credits
 799836 PW\core deposit credit
 805474 PD\TE-01 battery & core deposit
 805478 PD\TE-01 battery core deposit credit
 806458 Strts\sander
 806458-1 Swr\two generator batteries & core deposits
 807162 Swr\two core deposit credits
 807788 Wtr\fuel oil & air filters
 808211 PW\weed sprayer rubber metal clamp

-53.74
 375.68
 -250.45
 -30.10
 154.80
 -16.13
 53.21
 533.31
 -129.00
 503.35
 13.94

1,154.87

Check No: 0 Check Date:
 Vendor: 2147 Coffee Break Service, Inc.
 APR3920 GG\Monthly Water Cooler Rental

26.95

26.95

Check No: 0 Check Date:
 Vendor: 2478 DataProse Inc.
 1401030-1 Refuse\Postage
 1401030-2 Wtr\Postage
 1401030-3 Swr\Postage

214.17
 535.45
 321.27

1401030-4	Refuse\Printing	143.53
1401030-5	Wtr\Printing	358.82
1401030-6	Swr\Printing	215.29
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		1,788.53
Check No:	0 Check Date:	
Vendor:	2807 Denise Gutierrez-Brown	
03202014	PD\Mileage reimb-LAWPOA symposium	70.78
03202014-1	PD\Parking reimb-LAWPOA symposium	6.00
		<hr/>
		76.78
Check No:	0 Check Date:	
Vendor:	2874 Department of Justice, Accounting Office	
027245	GG\Fingerprints-JWyatt	32.00
028817	PD\Fingerprint Apps FBI 15/30 Srchg DSS Adoj	268.00
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		300.00
Check No:	0 Check Date:	
Vendor:	2902 Sim Sanitation, Inc	
27241	Air\monthly std & handicap rental	82.00
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		82.00
Check No:	0 Check Date:	
Vendor:	2989 My Fleet Center.com	
18261879	GG\Oil Service V-29	62.48
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		62.48
Check No:	0 Check Date:	
Vendor:	3004 Motor City Auto Center	
674885	Swr\replace wire to shifter	203.70
674885-1	Swr\replace wire to shifter	100.00
683680	PW\Mirrors V-5	325.08
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		628.78
Check No:	0 Check Date:	
Vendor:	3039 Aspen Builders Inc.	
G12004-9	PD Bldg\Progress Pay #9	55,811.55
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		55,811.55
Check No:	0 Check Date:	
Vendor:	3104 Hilltop Publishers Home of the Loop The Loop	
14537	GG\full page color ad-March 2014	400.00
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		400.00
Check No:	0 Check Date:	
Vendor:	3199 Slick Fish Marketing Co.	
1779	GranFondo Vendor Flyer Interest Sheet	196.67
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		196.67
Check No:	0 Check Date:	
Vendor:	3217 Office Depot	
701386524001	PD\toner	150.60
701386556001	PD\toner	446.31
		<hr/>
		596.91
Check No:	0 Check Date:	
Vendor:	3281 Statewide Traffic Safety & Signs Inc.	

1984	Strts\24x30 blk&wht sign	139.75
1993	Strts\30x30 aluminum sign	144.48
2031	Strts\36x36 blk&ylw sign street name sign paint	247.25
		<hr/>
		531.48
Check No:	0 Check Date:	
Vendor:	3374 Wells Tapping Service, Inc.	
6751	Wtr\10" Insta-Valve complete labor & hot tap	3,250.00
6753	Wtr\8" 6" 4" Insta-Valve complete labor only	4,500.00
		<hr/>
		7,750.00
Check No:	0 Check Date:	
Vendor:	3504 Fresno Rack & Shelving Inc.	
16460	Wtr\Low Profile Pallet Jack	666.05
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		666.05
Check No:	0 Check Date:	
Vendor:	3560 Snoquip Inc.	
42974	Strts\Control Harness	60.93
		<hr/>
		60.93
Check No:	0 Check Date:	
Vendor:	3579 TransUnion Risk and Alternative	
04012014	PD\person search-Acct ID#378193	1.25
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		1.25
Check No:	0 Check Date:	
Vendor:	3645 Blueprint Service	
808881	Swr\color wave 2D color	403.02
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		403.02
Check No:	0 Check Date:	
Vendor:	3653 United Rentals (North America), Inc.	
118227459-001	PW\tools replacement - theft	4,584.85
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		4,584.85
Check No:	0 Check Date:	
Vendor:	3656 SamBarn Promotions	
03172014	Gran Fondo Consulting fees-2nd payment	2,500.00
		<hr/>
		2,500.00
Check No:	0 Check Date:	
Vendor:	3674 Secure On-Site Shredding	
2311701	GG\Acct#300421002\March shredding	35.00
2311702	Swr\Acct#300421004\March shredding	17.50
2311702-1	Wtr\Acct#300421004\March shredding	17.50
2311703	PD\Acct#300421006\March shredding	35.00
		<hr/>
		105.00
Check No:	0 Check Date:	
Vendor:	3701 E&M Electric & Machinery, Inc.	
257386	Swr\CFP#106917 Prem Level Renewal	8,834.83
		<hr/>
		8,834.83
Check No:	0 Check Date:	
Vendor:	3702 Scottie Uniform Boot Sales & Service	
03152014	PD\Motor Boot-MGoe	537.50

537.50

Date Totals:

439,954.62

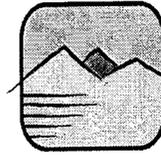
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439,954.62

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 4/17/2014 - 1:13 PM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	0	Check Date:	
Vendor:	0304	Mojave Sanitation	
2310126		Swr\Acct#975428801\storage cont & fin chgs	352.99
			<hr/>
			352.99
Check No:	0	Check Date:	
Vendor:	1505	Benz Construction Services	
2313136		PW\Acct#300421000\rolloff svc gate & recyc fe	1,572.50
			<hr/>
			1,572.50
Check No:	0	Check Date:	
Vendor:	1843	The Bank of New York Mellon Trust Company, I	
06012014 2		RDA City of Tehachapi 05	146,498.00
06012014 3		RDA City of Tehachapi 05	36,624.50
			<hr/>
			183,122.50
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Date Totals:			185,047.99
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Report Total:			185,047.99
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Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 4/3/2014 - 10:38 AM



			Check Amount
Check No:	40028	Check Date: 04/03/2014	
Vendor:	2963	AT&T	
5191202		Swr lift station	16.61
5203124		PD\T1 Line	304.92
5216550		PD\Subscriber Access Line	178.46
			499.99
Check No:	40029	Check Date: 04/03/2014	
Vendor:	2113	Fuel Controls, Inc.	
30698		Air\fuel	19,671.95
			19,671.95
Check No:	40030	Check Date: 04/03/2014	
Vendor:	2562	Wyatt J. Misiura	
032714		Swr/mileage/SWRCB Grd IV exam/Fresno	172.72
			172.72
Check No:	40031	Check Date: 04/03/2014	
Vendor:	0372	Southern California Edison	
03192014		Strts\800 S Curry St #A	48.06
03212014		GG\115 S Robinson	754.57
03212014-1		PD\129 E F St	721.39
03212014-10		Air\316 S Mojave St	47.03
03212014-11		Air\314 N Hayes St PAPI	78.46
03212014-12		Air\409 Bryan Ct	143.23
03212014-13		Air\West End Teh Airport	48.34
03212014-14		Air\314 N Hayes St #B	304.81
03212014-15		Air\NE Cor Teh Airport	29.27
03212014-16		Air\314 N Hayes St #G3	35.68
03212014-17		Air\Dennison s/o Hwy 58	149.58
03212014-18		Air\314 N Hayes St - Park	132.56
03212014-2		GG\303 E D St	80.69
03212014-3		PW\100 Comm Way	226.65
03212014-4		PW\101 Comm Way	118.84
03212014-5		PW\800 Ent	101.72
03212014-6		PW\800 Ent Shop	216.59
03212014-7		Swr\800 Ent Maintenance	449.23
03212014-8		Air\314 N Hayes St	172.54
03212014-9		Air\9999 1/2 Hayes St	91.49
03262014		Strts\113 S Mojave St	160.43
03262014-1		Parks\114 S Green	155.95
03262014-2		LLD\318 E E St	96.27
03262014-3		CC\Records Ctr-104 S Robinson	64.43
03262014-4		GG\311 E D St	89.25
			4,517.06
Check No:	40032	Check Date: 04/03/2014	

Vendor:	3615 Michelle Vance	
03272014	GG\Mileage Reimbursement	300.88

300.88

Check No: 40033 Check Date: 04/03/2014

Vendor:	3011 Verizon Wireless	
9721787310 1	GG\Mobile Broadband	38.01
9721787310 2	Fin\Mobile Broadband	29.65
9721787310 3	Wtr\Mobile Broadband	15.01
9721787310 4	Swr\Mobile Broadband	15.01
9721998893 1	GG\Mobile Broadband	38.01
9721998893 2	Air\Mobile Broadband	38.01
9721998893 3	GG\Mobile Broadband	38.01
9721998893 4	Air\Mobile Broadband	29.65
9721998893 5	PW\Mobile Broadband	29.65
9721998893 6	GG\Mobile Broadband	29.65
9721998893 7	CD\Mobile Broadband	38.01
9721998893 8	Wtr\Mobile Broadband	15.01
9721998893 9	Swr\Mobile Broadband	15.01

368.69

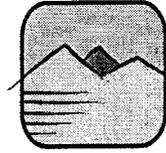
Date Totals: 25,531.29

Report Total: 25,531.29

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
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CITY OF
TEHACHAPI
CALIFORNIA

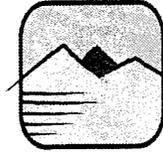
Check Amount

Check No:	40034	Check Date:	04/03/2014	
Vendor:	2562	Wyatt J. Misiura		
032714 2		Swr/meals allowance/SWRCB Grade IV exam/F		50.00
				<hr/>
				50.00
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		Date Totals:		50.00
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		Report Total:		50.00
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Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 4/7/2014 - 2:57 PM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	40035	Check Date: 04/07/2014	
Vendor:	1097	Hannah H. Chung	
03272014		GG\RMA Exec & Board Mtgs - Selma	95.20
			<hr/>
			95.20
Check No:	40036	Check Date: 04/07/2014	
Vendor:	2809	Amelia Thompson	
03062014		PD\meals reimb-Drug Endangered Children clas	54.76
			<hr/>
			54.76
Check No:	40037	Check Date: 04/07/2014	
Vendor:	3698	United States Treasury	
04072014		GG\User Fee Teh City Financing Corp (F8718)	400.00
			<hr/>
			400.00
			<hr/>
Date Totals:			549.96
			<hr/>
			<hr/>
Report Total:			549.96
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Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 4/8/2014 - 12:48 PM



Check Amount

Check No:	Check Date:	Check Amount
40134	04/08/2014	
2940	U.S. Bank Corporate Payment System	
00007	Gran Fondo Event/shipping chrg	17.29
003098	CD\Meals	40.95
003815	GG\Meals-CA & Pacific SW Rec & Park Trainir	56.22
007990	GG\Meals-ALUCP Conf	22.47
010274	Airport/vehicle tire maintenance	18.26
010281	Airport/aircraft-auto tire pressure gauge	30.08
014384	GG\Birthday Potluck	13.99
017760	GG\Meals-ALUCP Conf	29.73
02252014	GG\CA Assoc for Local Econ Dev Conf MVance	495.00
025314	Air\Shop supplies	43.42
028525	Gran Fondo Event/meals/MVance	27.35
044726	Gran Fondo Event/propane fuel 16.4oz 2pk	7.55
046676	GG\JCSC Convention GGarrett & EGrimes	1,140.00
054059	GranFondo\Lodging Adv Deposit	481.58
057682	GG\16GB USB Drive	15.36
062665	GG\Meals-CA & Pacific SW Rec & Park Trainir	30.00
063627	GranFondo\UPS shipping charges	160.79
063874	Wtr\cookies	12.98
063874 1	Swr\cookies	12.98
070850	GG\Meals-ALUCP Conf	74.32
071239	GG\Meals-ALUCP Conf	127.50
071743	Air\Office supplies	16.76
072268	GG\Fuel	62.47
073163	Gran Fondo Event/Meals/MVance	68.32
075150	Gran Fondo Event/meals/MVance	16.50
076998	GG\Testing credit card machine	10.00
082172	Gran Fondo Event/light 25/extn cord/stapping ta	48.50
090265	Fin\Meals-RMA Retreat	24.83
092434	Airport/fuel/conference	50.00
093579	Air\Flag Pole Rope	54.78
095337	GG\Mojave Desert News subscription renewal	35.00
11026	Wtr\CRWA Wtr Tr Cert Rev Gr 1-2 DArtzer	250.00
112240	Airport/fuel/conference	27.10
12989	GG\LA Travel & Adv Show Booth	2,900.00
13607	PD\Uniforms	293.28
150169124	Gran Fondo Event/deposit	1,886.44
15429387	CD\Renewal fees-Legal Briefings for Bldg Insp	99.00
154418	PW\Valve O-ring Repair Kits & Spray hoses clai	608.00
1629059	Airport/fuel/conference	47.50
186832EC	PD\K-9 supplies	129.97
187154	GG\Clean-up Day T-shirts	400.46
201341	GG\AWEA conference/exhibits/MVance	169.00
2014-031	Airport/retainer for Phase 1 ESA/315 Mojave	850.00
2025402	Airport/bolt snap/nylon poly	37.23
202969103 1	Fin\Power Saving Back-ups	196.71
202969103 2	Depot\Power Saving Back-ups	196.71

202969103 3	Depot\Netgear 16 port Gigabit desktop switch	159.09
202969103 4	GG\Orico USB Ports Hub	17.19
202969103 5	GG\Orico USB Ports Hub	17.19
202969103 6	GG\StarTech Mini Display port to VGA Adapter	23.63
202969123	GG\Wireless mouse	26.03
232	Gran Fondo Event/lodging/MVance	327.50
2476	GG\Inside Front Cover display ad - March	1,550.00
298992	Wtr\fuel	46.16
304428	Wtr\fuel	62.50
328575701	GG\Sirius XM	11.24
35430	GG\Fresh arrangement for baby girl/CScrivner	63.43
364211	Gran Fondo Event/8x8x16 grey blocks	9.85
418527	GranFondo\Facebook Ads	25.26
433577	GranFondo\Facebook Ads	50.05
4591264	Gran Fondo Event/plc ecov 50w-85w/heat lamp/	58.76
466397	Gran Fondo Event/facebook ads	71.90
50249	GranFondo\Deposit on Arch	1,886.44
59120596	PD\Publications	28.26
6179605	GG\Amer Soc Civil Eng Memb-JSchlosser	280.00
6419	GG\Shipment of incorrect NEC phones	13.94
7314084	CC\Annual Membership-AWhitmore	55.00
84716637	GG/lodging/ALUCP Conference/JSchlosser	205.38
84716637 2	CD/lodging/ALUCP Conference/DJames	205.38
84716637 3	Airport/lodging/ALUCP Conference/TGlasgow	206.38
84716637 4	Airport/lodging//ALUCP conf/TGlasgow	19.06
86552669	GG\Lodging-ALUCP Conf	205.38
86831143	PD\Lodging-Emerging Techno Forum	469.14
914771	Gran Fondo Event/subscription-webCommerce	38.88
92137293	GG\Flowers-DDavis	48.34
970457	Parks\Refund Bird-X Inc.	-27.50
UIN1	Airport/mobile car wash/trailblazer detail	90.00
W012688700014	GG\City of Teh M S/S Jersey Print	637.20

18,217.44

Date Totals: 18,217.44

Report Total: 18,217.44

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
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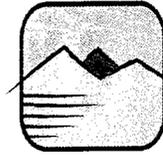


		Check Amount
Check No:	40135 Check Date: 04/08/2014	
Vendor:	0842 Kern Regional Transit	
02282014 3	Dial-A-Ride Feb 2014\Operation Costs\Sat	1,005.10
		<hr/>
		1,005.10
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	Date Totals:	1,005.10
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	Report Total:	1,005.10
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Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 4/10/2014 - 2:35 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	40136	Check Date: 04/10/2014	
Vendor:	3274	Bright House Networks	
04022014		GG\Internet Services	148.28
			<hr/> 148.28
Check No:	40137	Check Date: 04/10/2014	
Vendor:	2893	Cardmember Service	
419152		Wtr\ 1 1/4 G8 Nuts	25.80
50366830		Wtr\ 1 1/4 x3 bolt full	122.98
			<hr/> 148.78
Check No:	40138	Check Date: 04/10/2014	
Vendor:	0155	FedEx	
570970449816		PD Bldg\express shipping	19.64
570970449838		CD\express shipping	33.58
570970449850		Challenger Dr Ext\express shipping	20.30
863185063996		89-2\express shipping	13.48
863185063996-1		89-3\express shipping	13.47
865946636194		CD\express shipping	43.24
			<hr/> 143.71
Check No:	40139	Check Date: 04/10/2014	
Vendor:	1822	Ed Grimes	
04052014		Council\Mileage Reimb	151.20
765684		Council\Meals	16.57
			<hr/> 167.77
Check No:	40140	Check Date: 04/10/2014	
Vendor:	2562	Wyatt J. Misiura	
04082014		Swr\Mileage Reimb	2.00
			<hr/> 2.00
Check No:	40141	Check Date: 04/10/2014	
Vendor:	2892	Mountain Maintenance Group Inc.	
4586		GG\cleaning 3/17-20 24-27 31-4/3	960.00
4586-1		PD\cleaning 3/16-20 23-27 30-4/3	1,125.00
4586-2		Depot\cleaning 3/20-24 27-31 4/3-7	750.00
4586-3		Airport\cleaning 3/20 27 4/3	255.00
4586-4		WWTP\cleaning 3/18 20 25 27 4/1 & 3	510.00
4586-5		Comm Way\cleaning 3/20 27 & 4/3	127.50
4586-6		Constr\cleaning 3/20 27 & 4/3	127.50
			<hr/> 3,855.00
Check No:	40142	Check Date: 04/10/2014	
Vendor:	3699	Nick Pinnell	
250		WWTP\Prep & Planting of Alfalfa crop	5,790.50

			5,790.50
Check No:	40143	Check Date: 04/10/2014	
Vendor:	0372	Southern California Edison	
03272014		GG\200 W Teh Blvd	29.76
03272014-1		LLD\Mill St Cottages	99.95
03272014-2		Strts\213 S Curry St A	20.01
03282014		Strts\209 1/2 E Teh Blvd	25.91
03282014-1		Strts\333 1/2 E Teh Blvd	164.83
03282014-2		GG\111 W I St	56.50
03282014-3		GG\109 E Teh Blvd	131.42
03282014-4		GG\1125 Capital Hills	25.36
03282014-5		CD\119 Industrial Pkwy	98.78
03292014		Traffic Signal\801 Mountain View Ave	53.07
04012014		Strts\Teh Bl w/o Green	17.49
04012014-1		Strts\103 Teh Bl	88.85
04012014-2		Strts\101 E Teh Bl #B	203.82
04012014-3		Strts\110 S Mill St	139.73
04012014-4		Strts\Curry & D	17.49
04012014-5		Wtr\358 E D St	1,492.85
04012014-6		Swr\880 Ent 2/25-3/12/14	896.17
04012014-7		Swr\880 Ent 3/12-3/27/14	875.38
04022014		LLD\Teh Bl & Bailey Ave	75.76
04022014-1		Strts\303 E Ave D	13.72
04022014-2		Strts\326 E D St	23.40
04052014		Strts\Hwy 202	62.85
04052014-1		Strts\Hwy 202	27.15
04082014		Strts\Curry & Walnut	18.66
04082014-1		Wtr\1299 S Curry St	1,848.08
04082014-2		LLD\1347 Clasico Dr Ped	30.57
04082014-3		LLD\1115 Alder Ave Ped	28.01
04082014-4		LLD\1415 Alder Ave Ped	28.01
04082014-5		PD\220 W C St	112.36
04082014-6		TR 6216\1002 Applewood St	39.06
			6,745.00
Check No:	40144	Check Date: 04/10/2014	
Vendor:	3571	Division of the State Architect	
04082014		SB 1186\2014 1st Qtr	34.80
			34.80
Check No:	40145	Check Date: 04/10/2014	
Vendor:	0433	Tehachapi Recycling, Inc.	
04032014		Recycling Contract	14,325.88
			14,325.88
Check No:	40146	Check Date: 04/10/2014	
Vendor:	0434	Tehachapi Sanitation	
04012014		Kern County Gate Fees	14,057.25
04022014		Refuse Contract	69,830.63
			83,887.88
Check No:	40147	Check Date: 04/10/2014	
Vendor:	0426	Tehachapi-Cummings County Water District	
1128540		LLD\svc chg\Median	4.50
11810200		Wtr\usage & svc chg\Benz Sanitation	19.05
24162500		LLD\wtr usage & svc chg\Landscaping	278.61
2856700		Wtr\svc chg\Henway	4.50

Check Amount

41545900	LLD\svc chg\Warrior Park	4.50
42652900	Wtr\svc chg\Chemtool	4.50
768.311	Wtr\usage & svc chg\TUSD	4,101.66
		<hr/>
		4,417.32

Check No: 40148 Check Date: 04/10/2014

Vendor: 3011 Verizon Wireless

9722099946-1 Wtr\Mobile Broadband

9722099946-2 Swr\Mobile Broadband

15.01

15.01

30.02

Date Totals: 119,696.94

Report Total: 119,696.94

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 4/10/2014 - 2:50 PM



			Check Amount
Check No:	40149	Check Date: 04/10/2014	
Vendor:	3571	Division of the State Architect	
04092014		SB1186-additional amt for calendar yr 2013	50.70
			<u>50.70</u>
		Date Totals:	50.70
			<u>50.70</u>
		Report Total:	50.70
			<u>50.70</u>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 4/16/2014 - 12:08 PM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	40153	Check Date: 04/16/2014	
Vendor:	0956	League of California Cities	
136856		GG/membership due for calendar year 2014/GG:	6,057.70
			<u>6,057.70</u>
Date Totals:			6,057.70
			<u><u>6,057.70</u></u>
Report Total:			6,057.70
			<u><u>6,057.70</u></u>

Accounts Payable

Checks by Date - Detail By Vendor Number

User: delphina
Printed: 4/16/2014 - 3:57 PM



CITY OF
TEHACHAPI
CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
2593	SWRCB		
Check No:	0	Check Date: 04/16/2014	
	445317	Challenger Drive Storm Water Permit	868.00
		Check Total:	868.00
		Vendor Total:	868.00
		Report Total:	868.00

CITY OF TEHACHAPI
 TREASURER'S REPORT
 FY 2013-14

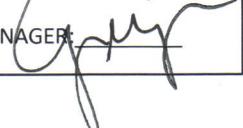
MONTH END BANK STATEMENT BALANCE

BANK ACCOUNTS	Institution	Acct#	MONTH END BANK STATEMENT BALANCE					
			10/31/2013	11/30/2013	12/31/2013	1/31/2014	2/28/2014	3/31/2014
General Checking	Bank of the Sierra	21002-06457	541,944.52	579,140.46	781,210.25	537,954.17	256,058.01	1,040,774.41
Water Deposit Trust	Bank of the Sierra	21002-08503	108,221.00	110,951.00	106,341.00	108,871.00	115,083.47	107,421.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,616.96	87,619.15	87,621.34	87,623.53	87,625.70	87,627.72
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	55,526.89	53,979.57	53,804.13	46,614.71	47,320.42	47,145.57
AFLAC Flex Spending	Bank of the West	709-039747	15,625.85	16,270.41	15,500.99	15,818.29	14,243.86	13,553.50
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	136,946.48	167,820.20	35,221.49	75,904.18	110,410.13	34,552.47
Ashdown Water Escrow	Bank of the West	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61
1994/2004 Refunding Bond	Bank of New York	870513-870517	190,853.13	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	615,401.65	226,042.90	226,042.90	226,042.90	226,042.90
RDA 2005	Bank of New York	870711-16	577,854.28	577,854.28	195,720.53	195,720.53	195,720.53	195,720.53
LAIF	State of California	98-15-914	12,750,955.23	11,550,955.23	11,350,955.23	12,858,914.56	12,858,914.56	11,048,914.56
Total Funds in Banks			15,211,288.83	13,890,334.79	12,982,760.70	14,283,806.71	14,041,762.42	12,932,095.50

INVESTMENTS	Institution	Acct#	MONTH END BANK STATEMENT BALANCE					
			10/31/2013	11/30/2013	12/31/2013	1/31/2014	2/28/2014	3/31/2014
CSJ/RMA Investment Pool	Chandler Asset Mgt	1113	2,022,148.00	2,025,056.00	2,016,239.00	2,025,852.00	2,029,266.00	2,023,753.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	184,419.04	184,657.42	184,888.41	185,126.94	185,365.32	185,580.83
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	135,005.10	135,005.10	135,005.10	135,005.10	135,005.10	135,005.10
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	8870586	0.00	0.00	0.00	0.00	0.00	0.00
* Loaned to Wtr/Swr to pay-off COP2000			708,203.09	708,203.09	570,748.43	570,748.43	570,748.43	570,748.43
Total Investments			3,049,775.23	3,052,921.61	2,906,880.94	2,916,732.47	2,920,384.85	2,915,087.36
TOTAL PORTFOLIO			18,261,064.06	16,943,256.40	15,889,641.64	17,200,539.18	16,962,147.27	15,847,182.86

O:\Finance\Investment\Trans. Rep. FY13-14(Retracted)



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: APRIL 21, 2014 AGENDA SECTION: COMMUNITY OUTREACH

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

DATE: APRIL 17, 2014

SUBJECT: CALIFORNIA OFF HIGHWAY VEHICLE GRANT

BACKGROUND

In April of 2013, the Council approved a master plan to create an Event Center and Rodeo Grounds which would bring recreational opportunities to the area. One of the projects proposed is a 13 acre Off Highway Vehicle (OHV) area for motorcycles.

The mountain community of Tehachapi, with a population of over 35,000 residents, is surrounded by thousands of acres of private property. The closest legal riding area is over 35 miles away in California City. We believe that our residents deserve the quality recreational opportunities that our neighboring communities offer.

In the fall of 2013 the City of Tehachapi began to reach out to local OHV enthusiasts to understand the need for a local motocross facility. The response was overwhelmingly positive. The City held an informational meeting in February 2014 to identify necessary amenities to be located at the facility. During that meeting we enlisted volunteers to advise the City on the development of a quality family friendly motocross track facility that will include both a main and a pee-wee track. The OHV riding area at the Airport is a cooperative effort between the City of Tehachapi and local motocross enthusiasts.

We would like to apply for a State of California Off Highway Vehicle development grant for the funding of a 13 acre motocross park facility. The current grant cycle would encompass phase one of a two phase process. The phase one project estimate is \$1,000,000 of which the City of Tehachapi will match \$610,049. Amenities to support the OHV Park include, but are not limited to: restrooms, manager's office, concessions, bike wash station, picnic area, electrical, sewer, irrigation system, dust control, landscaping, fencing and parking. Phase two of the project will include bringing agricultural water to the site to reduce the use of potable water, a small bleacher area for spectators, and RV camp sites for visitors.

FISCAL IMPACT

Our initial estimate of this work is \$1,610,049. The proposed resolution commits the City to support this project including the associated matching funds totaling \$610,049 of which, \$224,969 is in-kind and recycled materials. The remaining estimated costs will be funded through our Park Development Fees.

RECOMMENDATION

ADOPT RESOLUTION APPROVING THE CITY OF TEHACHAPI TO APPLY FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS & RECREATION OFF HIGHWAY VEHICLE GRANT.

FOR OFFICE USE ONLY: Version # _____ APP # _____									
APPLICANT NAME :	City of Tehachapi								
PROJECT TITLE :	Development								
PROJECT TYPE :	<table style="width:100%; border: none;"> <tr> <td style="width: 20%;"><input type="checkbox"/> Law Enforcement</td> <td style="width: 20%;"><input type="checkbox"/> Restoration</td> <td style="width: 20%;"><input type="checkbox"/> Education & Safety</td> <td style="width: 20%;"><input type="checkbox"/> Acquisition</td> </tr> <tr> <td><input checked="" type="checkbox"/> Development</td> <td><input type="checkbox"/> Ground Operations</td> <td><input type="checkbox"/> Planning</td> <td></td> </tr> </table>	<input type="checkbox"/> Law Enforcement	<input type="checkbox"/> Restoration	<input type="checkbox"/> Education & Safety	<input type="checkbox"/> Acquisition	<input checked="" type="checkbox"/> Development	<input type="checkbox"/> Ground Operations	<input type="checkbox"/> Planning	
<input type="checkbox"/> Law Enforcement	<input type="checkbox"/> Restoration	<input type="checkbox"/> Education & Safety	<input type="checkbox"/> Acquisition						
<input checked="" type="checkbox"/> Development	<input type="checkbox"/> Ground Operations	<input type="checkbox"/> Planning							
PROJECT NUMBER (Division use only) :	G13-03-76-D01								
PROJECT DESCRIPTION :	<p>In April of 2013, The Tehachapi City Council approved a master plan to create an Event Center and Rodeo Grounds which would bring recreational opportunities to the area. One of the projects proposed was a 13 acre Off Highway Vehicle (OHV) area for motorcycles.</p> <p>The mountain community of Tehachapi, with a population of over 35,000 residents, is surrounded by thousands of acres of private property. The closest legal riding area is over 35 miles away in California City.</p> <p>Believing that our residents deserve the quality recreational opportunities that our neighboring communities offer, in the fall of 2013 the City of Tehachapi began to reach out to local OHV enthusiasts to understand the need for a motocross facility. The response was overwhelmingly positive. The City held an informational meeting in February 2014 to identify necessary amenities to be located at the park. During that meeting we enlisted volunteers to advise the City on the development of a quality family friendly motocross track that will include both a main and a pee-wee track. The OHV riding area at the Airport is a cooperative effort between the City of Tehachapi and local motocross enthusiasts.</p> <p>This development grant application is for funding of a 13 acre motocross park and associated infrastructure. The current grant cycle would encompass phase one of a two phase process. The phase one project estimate is \$1,00,000,000 of which the City of Tehachapi will match \$610,049. Amenities to support the OHV Park include, but are not limited to: restrooms, manager's office, concessions, bike wash station, picnic area, electrical, sewer, irrigation system, dust control, landscaping, fencing and parking. Phase two of the project will include bringing agricultural water to the site to reduce the use of potable water, a small bleacher area for spectators, and RV camp sites for visitors.</p>								
DIRECT EXPENSES									
Program Expenses									
1 Staff									
Project Coordinator									
Notes : This is the City staff member responsible for									
Line Item	Qty	Rate	UOM	Grant Req.	Match	Total			
	240.0000	65.0000	HRS	0.00	15,600.00	15,600.00			

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
coordinating the start-up of operations						
Planning Manager Notes : Planning Manager: Responsible charge of the document preparation	20.0000	95.000	HRS	0.00	1,900.00	1,900.00
Associate Planner Notes : Associate Planner: Coordinate special studies and prepare the documents	20.0000	65.000	HRS	0.00	1,300.00	1,300.00
City Engineer Notes : City Engineer: Responsible charge of the construction process	110.0000	85.000	HRS	0.00	9,350.00	9,350.00
Assistant Engineer Notes : Assistant Engineer: Responsible for day-to-day contract coordination	300.0000	70.000	HRS	0.00	21,000.00	21,000.00
Construction Inspector Notes : Construction Inspector: Responsible for field construction coordination	360.0000	65.000	HRS	0.00	23,400.00	23,400.00
Total for Staff				0.00	72,550.00	72,550.00
2 Contracts						
Site Access Design Notes : Design of access road from Dennison Road, includes potable waterline design and sanitary sewer main design	1.0000	45000.000	PKG	0.00	45,000.00	45,000.00
Site Engineering Design Notes : Project site design - Detailed site grading and drainage plan (excluding track design) - \$16,000 - Architectural design of proposed building - \$36,000 - Electrical design of power supply and site lighting -	1.0000	80000.000	PKG	80,000.00	0.00	80,000.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
 Agency: City of Tehachapi
 Application: Development

4/17/2014

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
\$8,000 - Landscaping & Irrigation design, includes track irrigation design - \$19,000 - Detailing track grading design - \$8,000						
Access Road Notes : Construction of access road from Dennison Road to proposed parking lot (30' x 2,950') - Mobilize and demobilize major construction equipment \$18,000 - Clearing, grubbing, and rough grade - \$39,825 - Sub-grade preparation - \$57,525 - Place and compact road base - \$106,200 - Wayfinding signage - \$6,000 - Match	1.0000	206550.000	PKG	200,550.00	6,000.00	206,550.00
Potable Water Supply Notes : Construct 8-inch PVC potable water pipeline including appurtenances to serve the site potable and fire suppression needs \$105,000	1.0000	100000.000	PKG	100,000.00	0.00	100,000.00
Sewer Service Notes : Construct 6-inch PVC sewer lateral line including appurtenances to serve proposed building - \$16,250	1.0000	16250.000	PKG	16,250.00	0.00	16,250.00
Site Preparation Notes : Rough grading of moto-cross area including pad grading of track area, grading of surrounding landscaped areas, and grading for the parking area - Clearing, grubbing, and rough grade \$28,800	1.0000	28200.000	PKG	28,200.00	0.00	28,200.00
Building Notes : Construct office/maintenance building - Office/conference room space (500 SF +/-) - Concessions space (300 SF +/-) - Restrooms (400 SF +/-)	3000.0000	78.000	FT	234,000.00	0.00	234,000.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
 Agency: City of Tehachapi
 Application: Development

4/17/2014

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
- Maintenance bay w/ equipment storage space (1,800 SF +/-) - Track scoring/officiating tower (175 SF +/-) - Bike wash area (400 SF +/-)						
Site Electrical Notes : Provide power to proposed site - Powerpole line extension (800 Feet) - Parking area lighting and track lighting - Install new meter panel (200 amp) Construct parking area	1.0000	40000.000	PKG	40,000.00	0.00	40,000.00
Parking Area Notes : - Provide road base and/or recycled asphalt grindings (4" depth) - \$72,000 - Site signage - \$4,000 - Match	1.0000	76000.000	PKG	72,000.00	4,000.00	76,000.00
Track Construction Notes : Fine Grading of moto-cross track	7.0000	4800.000	PKG	33,600.00	0.00	33,600.00
Track Irrigation System Notes : Provide irrigation system for manual irrigation of the track for dust control - 2-inch PVC irrigation main - 10-20 large diameter hose bibbs w/ steel risers	1.0000	40000.000	PKG	40,000.00	0.00	40,000.00
Site Landscaping & Irrigation Notes : Provide irrigation system for manual irrigation of the track for dust control - 2-inch PVC irrigation main - 10-20 large diameter hose bibbs w/ steel risers \$ 85,000 - Match Provide site perimeter landscaping and at select viewing locations to provide wind protection and shade - 150-200 trees	1.0000	230000.000	PKG	0.00	230,000.00	230,000.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
 Agency: City of Tehachapi
 Application: Development

4/17/2014

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
- Select landscape areas to frame site entrance, building, and picnic areas - \$145,000 - Match						
Picnic Area Notes : Provide picnic/viewing areas - Concrete pads w/ picnic benches - Shade structures	2.0000	28000.000	PKG	56,000.00	0.00	56,000.00
Chainlink Gates Notes : Provide track perimeter chainlink fencing - Chainlink fencing - \$31,500 - 20' double swing gates for maintenance and track grading access - \$6,400 - 30' slide gate for rider access - \$2,800 - 6' man gates - \$1,500	1.0000	42200.000	PKG	42,200.00	0.00	42,200.00
Total for Contracts				942,800.00	285,000.00	1,227,800.00
3 Materials / Supplies						
Recycled Road base Notes : Provide road base and/or recycled asphalt grindings (4" depth)	1080.0000	42.000	PKG	0.00	45,360.00	45,360.00
Soil for Tracks Notes : Import recycled soil for grade setting	9000.0000	8.000	PKG	0.00	72,000.00	72,000.00
Parking Area Base Notes : Provide road base and/or recycled asphalt grindings (4" depth)	733.0000	42.000	PKG	0.00	30,786.00	30,786.00
Total for Materials / Supplies				0.00	148,146.00	148,146.00
4 Equipment Use Expenses						
5 Equipment Purchases						
Track Starting Gate	1.0000	12000.000	EA	12,000.00	0.00	12,000.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
 Agency: City of Tehachapi
 Application: Development

4/17/2014

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Irrigation hoses and mobile sprink	1.0000	4500.000	EA	4,500.00	0.00	4,500.00
Used D4 Dozer Notes : Used skid steer (Bobcat-style) for minor maintenance and track dressing	1.0000	30000.000	EA	0.00	30,000.00	30,000.00
Used Skip Loader	1.0000	24000.000	EA	0.00	24,000.00	24,000.00
Side by Side ATV	1.0000	11000.000	EA	11,000.00	0.00	11,000.00
Office Equipment Notes : Purchase office equipment - Concessions equipment - Office furniture - Maintenance bay shelving - Basic track maintenance tools (shovels, rakes, etc.)	1.0000	12000.000	EA	12,000.00	0.00	12,000.00
Total for Equipment Purchases				39,500.00	54,000.00	93,500.00
6 Others						
Building Permit	1.0000	11000.000	EA	0.00	11,000.00	11,000.00
Connection Fees	1.0000	39353.000	EA	0.00	39,353.00	39,353.00
Helath Permit	1.0000	2200.000	EA	2,200.00	0.00	2,200.00
Power & Telecom Permit	1.0000	14000.000	EA	14,000.00	0.00	14,000.00
Habitat Management Plan Fee	1.0000	1500.000	EA	1,500.00	0.00	1,500.00
Total for Others				17,700.00	50,353.00	68,053.00
Total Program Expenses				1,000,000.00	610,049.00	1,610,049.00
TOTAL DIRECT EXPENSES				1,000,000.00	610,049.00	1,610,049.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						

Project Cost Estimate for Grants and Cooperative Agreements Program - 2013/2014
 Agency: City of Tehachapi
 Application: Development

4/17/2014

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				1,000,000.00	610,049.00	1,610,049.00

Project Cost Summary for Grants and Cooperative Agreements Program - 2013/2014
 Agency: City of Tehachapi
 Application: Development

4/17/2014

Category	Grant Req.	Match	Total	Narrative
DIRECT EXPENSES				
Program Expenses				
1 Staff	0.00	72,550.00	72,550.00	
2 Contracts	942,800.00	285,000.00	1,227,800.00	
3 Materials / Supplies	0.00	148,146.00	148,146.00	
4 Equipment Use Expenses	0.00	0.00	0.00	
5 Equipment Purchases	39,500.00	54,000.00	93,500.00	
6 Others	17,700.00	50,353.00	68,053.00	
Total Program Expenses	1,000,000.00	610,049.00	1,610,049.00	
TOTAL DIRECT EXPENSES	1,000,000.00	610,049.00	1,610,049.00	
INDIRECT EXPENSES				
Indirect Costs				
1 Indirect Costs	0.00	0.00	0.00	
Total Indirect Costs	0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	
TOTAL EXPENDITURES	1,000,000.00	610,049.00	1,610,049.00	

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI
APPROVING AN APPLICATION FOR OFF-HIGHWAY VEHICLE
GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT
OF PARKS AND RECREATION**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

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 approves the filing of an Application for an Off-Highway Vehicle Grant.
3. That the City Council certifies that the City of Tehachapi understands its legal obligations to the State upon approval of the Grant.
4. That the City Council certifies that the City of Tehachapi understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards.
5. That the City Council certifies that the Project will be well-maintained during its useful life.
6. That the City Council certifies that the City of Tehachapi will implement the Project with diligence once funds are available and that the City has reviewed, understands, and agrees with the Project Agreement.
7. That the City Council certifies that the City of Tehachapi will provide the required matching funds.
8. That the City Council certifies that the public and adjacent property owners have been notified of this Project (as applicable).
9. That the City Council designates the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at its regular meeting of April 21, 2014.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

PHILIP SMITH, Mayor
of the City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on April 21, 2014.

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



APPROVED
 DEPARTMENT HEAD: DLS
 CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: APRIL 21, 2014 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS
FROM: JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER
DATE: APRIL 15, 2014
SUBJECT: TEHACHAPI BOULEVARD REHABILITATION PROJECT – PHASE II

BACKGROUND:

As the Council is aware, the City of Tehachapi received authorization to proceed with construction from Caltrans Local Assistance for the above-named project. The project seeks to reconstruct the east-bound travel lane(s) on Tehachapi Boulevard from Mill Street west to Antelope Run. Improvements to the shoulder and turn lane are included in the project design.

On March 10, 2014 advertising began for the project. Staff opened bids for this project on April 1, 2014. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Griffith Company	\$364,463.00
Cooley Construction Inc.	\$369,271.00
Doug Ross, Inc. dba Central Valley Asphalt	\$369,642.00
MAC General Engineering	\$369,963.00
Bowman Asphalt	\$390,610.00
Granite Construction	\$407,490.00

FISCAL IMPACT:

This federally funded project is authorized through the Regional Surface Transportation Program. Our total available funding is \$406,820.00, of which \$358,387 is reimbursable and the remainder is funding match responsibility of the City. The funding currently includes \$20,000 in construction administration expenses.

RECOMMENDATION:

City staff has reviewed the bids as received and has deemed the proposal from Griffith Company to be responsive.

AWARD THE TEHACHAPI BOULEVARD REHABILITATION PROJECT – PHASE II TO GRIFFITH CONSTRUCTION IN THE AMOUNT OF \$364,463.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$18,223.00).



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: APRIL 21, 2014 **AGENDA SECTION:** ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: APRIL 15, 2014

SUBJECT: PYRO SPECTACULARS AGREEMENT

BACKGROUND

As the Council may recall, Pyro Spectaculars, Inc. has provided the fireworks display for the July 4th Hotdog Festival in previous years. This year, Staff has worked with Pyro Spectaculars again to initiate a fireworks display at 9:00 p.m. at the Airport on July 4, 2014.

FISCAL IMPACT

The cost of the fireworks display is \$20,000.00 which includes the full service production, liability insurance and necessary permits. This is a budgeted expense.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC. SUBJECT TO APPROVAL OF THE CITY ATTORNEY

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2014, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and City of Tehachapi, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A-REVISED", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2014, at approximately 9:00 P.M., at Tehachapi Municipal Airport Rodeo Grounds, Tehachapi, CA, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of \$20,000.00 USD (TWENTY THOUSAND DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO \$10,000.00 USD (TEN THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$ 70.00 OR an amount to be determined, for a total of \$10,070.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 25, 2014. The balance of the Fee shall be paid no later than July 7, 2014. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Kern County Fire Department**, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Tehachapi, 115 S. Robinson St., Tehachapi, CA 93561.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Tehachapi
Program A-REVISED
July 4, 2014
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18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 25, 2014
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

City of Tehachapi

By: _____



By: _____

Its: President

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Tehachapi ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2014, at approximately 9:00 P.M. at Tehachapi Municipal Airport Rodeo Grounds; Tehachapi, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.