

## **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, June 2, 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.

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

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2. Mayor to present a Certificate of Recognition to World Wind and Solar
3. Presentation by Craig Mifflin, Lehigh Cement Plant Manager, on current and upcoming projects.

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 29-14  
Tehachapi City Council Unassigned Ord. No. 14-02-716  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-14  
Tehachapi Public Financing Authority Unassigned Res. No. 01-14

- \*4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on May 5, 2014 – **APPROVE AND FILE**
- \*6. Destruction of records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY CITY ATTORNEY**
7. Disposition of personal property – **ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY SUBJECT TO APPROVAL BY CITY ATTORNEY**
- \*8. Special Event Application for Main Street Tehachapi’s Chili Cook-off on June 14, 2014 – **APPROVE THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

**FINANCE DIRECTOR REPORTS**

- \*9. Disbursements, bills, and claims for May 1, 2014 through May 28, 2014 – **AUTHORIZE PAYMENTS**
- \*10. City of Tehachapi Treasurer’s Report through April, 2014 – **RECEIVE REPORT**

**AIRPORT MANAGER REPORTS**

11. Agreement with Johnston’s Motorcycle Training Center for use of the east ramp area adjacent to Aviator City Park to conduct certified motorcycle training – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT WITH JOHNSTON’S MOTORCYCLE TRAINING CENTER TO CONDUCT CERTIFIED MOTORCYCLE TRAINING**

**COMMUNITY OUTREACH COORDINATOR REPORTS**

- \*12. Agreement with Kiddie Amusements for entertainment at the 4<sup>th</sup> of July Hotdog Festival - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH KIDDIE AMUSEMENTS**
- \*13. Agreement with Highline for entertainment at the July 4<sup>th</sup> Hotdog Festival - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH HIGHLINE**

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- \*14. Agreement with the BB Boys for entertainment at the July 4<sup>th</sup> Hotdog Festival - **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH BB BOYS**
- \*15. Agreement with T-Pops for entertainment at the July 4<sup>th</sup> Hotdog Festival – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH T-POPS**
- \*16. Agreement with Tehachapi Community Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH TEHACHAPI COMMUNITY ORCHESTRA**

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

- 17. Three year cooperative agreement with the County of Kern relative to pursuing and managing Community Development Block Grant and related funding – **ADOPT A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO SIGN A COOPERATION AGREEMENT WITH THE COUNTY OF KERN**
- \*18. Planning/permitting fee for large family day care facilities – **ADOPT A RESOLUTION ADJUSTING THE ADOPTED PERMITTING FEE SCHEDULE TO INCLUDE LARGE FAMILY DAY CARE FACILITIES AS AN APPLICATION CATEGORY**

**CITY ENGINEER REPORTS**

- 19. An action to initiate the process and declare the City's intention to levy assessments within the Landscaping and Lighting District No. 1, Annexation No. 13C – **ADOPT TWO (2) RESOLUTIONS: (1) INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO THE TEHACHAPI LANDSCAPING AND LIGHTING DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015; (2) DECLARING THE CITY'S INTENTION FOR THE ANNEXATION OF TERRITORY TO THE TEHACHAPI LANDSCAPING AND LIGHTING DISTRICT NO.1; AND DECLARING ITS INTENTION TO CONDUCT A PROPERTY OWNER PROTEST BALLOT PROCEEDING ON THE MATTER OF THE NEW ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015**
- 20. An action to initiate the process and declare the City's intention to levy assessments within the Drainage Benefit Assessment District 2014-1 – **ADOPT TWO (2) RESOLUTIONS: (1) INITIATING PROCEEDINGS FOR THE FORMATION OF DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997); AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015; (2) DECLARING THE CITY'S INTENTION TO FORM THE TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997); AND DECLARING ITS INTENTION TO CONDUCT A PROPERTY OWNER PROTEST BALLOTING ON THE MATTER OF THE NEW ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015**
- 21. Proposition 84 Round 2 Integrated Regional Water Management Subgrant Agreement for the connection of Snyder Well to Tehachapi Cummings County Water District – **APPROVE THE PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT SUBGRANT AGREEMENT SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

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22. Safe Routes 2 School, Pinon and Curry Street Project Bid Opening – **AWARD THE SAFE ROUTES 2 SCHOOL PINON STREET AND CURRY STREET PROJECT TO D.O.D. CONSTRUCTION IN THE AMOUNT OF @291,914.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR\$14,595.70)**
23. Notice of Completion for the Tehachapi Police Department Landscape Improvements Project – **APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI POLICE DEPARTMENT LANDSCAPE IMPROVEMENTS PROJECT AND DIRECT STAFF TO RECORD SAME**
24. Notice of Completion for the Communications Conduit Project – **APPROVE THE NOTICE OF COMPLETION FOR THE COMMUNICATIONS CONDUIT PROJECT AND DIRECT STAFF TO RECORD SAME**

**POLICE CHIEF REPORTS**

25. Proposed contract for consultant services for police dispatch assessment, development of system alternatives and costs – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE PROPOSED AGREEMENT WITH RCC CONSULTANTS, INC., SUBJECT TO CITY ATTORNEY APPROVAL**

**ASSISTANT CITY MANAGER REPORTS**

- \*26. Agreement with Jerome’s Tractor Service and Kingsmen Tractor Service for weed abatement services – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH JEROME’S TRACTOR SERVICE AND KINGSMEN TRACTOR SERVICE, SUBJECT TO APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY**

**CITY MANAGER REPORTS**

- \*27. **PUBLIC HEARING** - An action to order the levy of assessments within the Landscaping and Lighting District No. 1 for fiscal year 2014/2015 – **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; STAFF RECOMMENDATION; ADOPT TWO (2) RESOLUTIONS: (1) AMENDING AND/OR APPROVING THE FINAL ENGINEER’S REPORT; (2) ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO 1 FOR FISCAL YEAR 2014/2015**
- \*28. **PUBLIC HEARING** - An action to order the levy of assessments within the Drainage Benefit Assessment District No. 1 for fiscal year 2014/2015- **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; STAFF RECOMMENDATION; ADOPT A RESOLUTION AMENDING AND/OR APPROVING THE FINAL ENGINEER’S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENT**

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

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

30. Designation of voting delegates for League Conference

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

**CLOSED SESSION**

1. Conference with legal counsel regarding claim filed by Jose Meza per Government Code Section 54956.9(d)(2).
2. Conference with legal counsel re threat of litigation per Government Code Section 54956.9(d)(2),(e)(3).

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, May 5, 2014 – 6:00 P.M.**

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

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Corpus-Zamudio</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Dr Russ Lawson</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Council Member Grimes</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments regarding matters not listed as an agenda item were received from:             <ol style="list-style-type: none"> <li>a. Socorro Schmitt spoke on behalf of Smart Growth Tehachapi May</li> </ol> </li> <li>2. Mayor Smith presented a Proclamation for Building Safety Month</li> </ol>	<p>Approved Consent Agenda Gr/Ni Ayes All</p>
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**ACTION TAKEN**

**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 April 21, 2014 - **APPROVED AND FILED.**
- \*5. Special Event Application for the Tehachapi Heritage League’s Kids Day at the Museum on May 17, 2014 – **APPROVED THE KIDS DAY AT THE MUSEUM SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
- 6. The Tehachapi City Council will need to appoint two members to the City of Tehachapi Planning Commission to fill the vacancies created by Commissioner Mariana Teel and Marisa Folse’s expiration of terms which are set to expire on June 30, 2014 – **DEPUTY CITY CLERK ASHLEY WHITMORE GAVE REPORT; DIRECTED STAFF TO ADVERTISE FOR THE APPOINTMENT OF TWO PLANNING COMMISSIONERS WITH TERMS TO EXPIRE ON JUNE 30, 2018**

All Ord. Read By Title Only

Approved & Filed  
Gr/Ni Ayes All

Approved The Kids Day At The Museum Special Event Application And Associated Street Closures  
Gr/Ni Ayes All

Directed Staff To Advertise For The Appointment Of Two Planning Commissioners With Terms To Expire On June 30, 2018  
Gr/Co Ayes All

**FINANCE DIRECTOR REPORTS**

- \*7. Disbursements, bills and claims for – **AUTHORIZED PAYMENTS**

Authorized Payments  
Gr/Ni Ayes All

**CITY ENGINEER REPORTS**

- 8. Active Transportation Program Grant application and resolution – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; COMMENTS IN FAVOR OF THE PROJECTS WERE RECEIVED FROM TINA FORDE, CHARLES WHITE AND CRAIG BRITTON; ADOPTED A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS FOR ACTIVE TRANSPORTATION PROGRAM FUNDING AND STATING THE ASSURANCE TO COMPLETE THE SELECTED PROJECTS**

Adopted A Resolution Authorizing The Filing Of Applications For Active Transportation Program Funding And Stating The Assurance To Complete The Selected Projects  
Wi/Ni Ayes All

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

- 9. **PUBLIC HEARING - Adoption of the updated Housing Element – OPENED HEARING AT 6:40 PM; NOTICE OF PUBLIC HEARING ON ; STAFF REPORT; RECEIVED NO PUBLIC COMMENT; CLOSED HEARING AT 6:52 PM; STAFF RECOMMENDATION; ADOPTED TWO (2) RESOLUTIONS: (1) APPROVING A NEGATIVE DECLARATION FOR THE CITY OF TEHACHAPI HOUSING ELEMENT; (2) APPROVING THE HOUSING ELEMENT OF THE GENERAL PLAN**

Ni/Wi Ayes All  
Ni/Co Ayes All

**CITY MANAGER REPORTS**

- \*10. An action to initiate the process and declare the City’s intention to levy assessments within the Landscaping and Lighting District No. 1 – **ADOPTED THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2014/2015; (2) PRELIMINARY APPROVAL OF**

Adopted Three (3) Resolutions:  
(1) Initiating Procedures For Levy And Collection Of Assessments For The Fiscal Year 2014/2015;  
(2) Preliminary Approval Of The

**ACTION TAKEN**

**THE ENGINEER’S REPORT; (3) DECLARING THE CITY’S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 2, 2014 AT 6:00 PM**

Engineer’s Report; (3) Declaring The City’s Intention To Levy And Collect Assessments, Which Sets The Time And Place Of The Public Hearing For Monday, June 2, 2014 At 6:00 Pm  
Gr/Ni Ayes All

\*11. An action to initiate the process and declare the City’s intention to levy assessments within the Drainage Benefit Assessment District No. 1 - **ADOPTED THREE (3) RESOLUTIONS: (1) INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2014/2015; (2) PRELIMINARY APPROVAL OF THE ENGINEER’S REPORT; (3) DECLARING THE CITY’S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 2, 2014 AT 6:00 PM**

Adopted Three (3) Resolutions:  
(1) Initiating Procedures For Levy And Collection Of Assessments For The Fiscal Year 2014/2015;  
(2) Preliminary Approval Of The Engineer’s Report; (3) Declaring The City’s Intention To Levy And Collect Assessments, Which Sets The Time And Place Of The Public Hearing For Monday, June 2, 2014 At 6:00 Pm  
Gr/Ni Ayes All

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

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Mayor Pro-tem Wiggins invited everyone to attend the EKEA meeting next week.
2. Councilmember Corpus-Zamudio spoke in regards to the recent KEDC meeting and KCAC meeting and a 5k run that will benefit high school kids.
3. Mayor Smith spoke in regards to the activity around town recently.

**CLOSED SESSION**

1. Approval of closed session minutes for April 21, 2014

Wi/Gr Ayes All

**ADJOURNMENT**

The City Council/Boards adjourned at 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, May 19, 2014, at 6:00p.m.

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ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi

Approved this 19<sup>th</sup> day  
Of May, 2014.



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

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014

AGENDA SECTION: CITY CLERK

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**TO:** HONORABLE MAYOR SMITH AND COUNCIL MEMBERS  
**FROM:** ASHLEY WHITMORE, DEPUTY CITY CLERK  
**DATE:** MAY 29, 2014  
**SUBJECT:** DESTRUCTION OF RECORDS

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## BACKGROUND

On June 5, 2000, the City Council adopted Resolution No. 23-00, adopting the local government records retention guidelines created by the City Clerk's Association of California, and endorsed by the Secretary of State. This records retention schedule consists of a list of all records produced or maintained by an agency and the length of time such records must be retained to fulfill administrative, fiscal and/or legal function.

Staff has determined that according to our records retention schedule it is appropriate to properly dispose of certain city records. The proposed resolution authorizes the destruction of these records that have fulfilled their administrative, fiscal, or, legal function. The records have been reviewed by both the City Clerk and the City Attorney and it has been determined that they are no longer required for any purpose.

## RECOMMENDATION

**Adopt a resolution to authorize the destruction of certain city records**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI AUTHORIZING THE DESTRUCTION OF CERTAIN CITY  
RECORDS**

WHEREAS, the City has certain old and unnecessary records concerning various matters of City business now in the possession of the City Clerk of the City of Tehachapi as described in Exhibit "A" attached hereto; and

WHEREAS, it is in the best interests of the City to destroy those records in order to utilize the space required for their storage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI that the City Clerk or her representative are hereby authorized and directed to destroy the records described in Exhibit "A" attached hereto and incorporated herein by this reference.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2<sup>nd</sup> day of June, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
PHILIP SMITH, Mayor  
of the City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy 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 June 2, 2014.

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk of the City of Tehachapi, California

Exhibit "A"

<b>Content Description</b>	<b>Retention</b>	<b>Code</b>
Citizen Complaints received prior to 05/31/2009	5 years	PC 832.5(b)
Internal Affairs Investigations completed prior to 05/31/2009	5 years	PC 832.5(b)
Non-hired Applicant & Background Files closed prior to 05/31/2012	2 years	GC 34090
Use of Force Supervisory Review Files prior to 05/31/2012	2 years	GC 34090
Citizen Record Check Requests performed prior to 05/31/1012	2 years	GC 34090



APPROVED

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

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

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

# COUNCIL REPORTS

**MEETING DATE:** JUNE 2, 2014

**AGENDA SECTION:** CITY CLERK

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

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

**DATE:** MAY 15, 2014

**SUBJECT:** DISPOSITION OF PROPERTY

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## BACKGROUND

The City is in possession of a number of items which are either inoperable or no longer serve a purpose for City business. Two of these items are GEM cars, both of which are inoperable. Recently, the City approached Tehachapi Valley Recreation & Parks District (TVRPD) about possibly taking the vehicles off our hands for use by TVRPD staff. City staff feels that if TVRPD can fix and make use of these vehicles, it would be a great asset to them and the community while helping reduce their carbon footprint. Prior to donating or disposing of any items, the City Council must adopt a resolution authorizing their disposition.

A list a items set for disposition is attached.

## RECOMMENDATION

**ADOPT A RESOLUTION AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**

**RESOLUTION NO.**

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

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

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi  
at a regular meeting this 19<sup>th</sup> day of May, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
PHILIP SMITH, Mayor  
of the City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy 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 May 19, 2014.

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk of the City of Tehachapi, California

EXHIBIT "A"  
Page 1 of 1

1. 2008 GEM Electric Vehicle Lic. 1311424 Inoperable
2. 2008 GEM Electric Vehicle Lic. 1229997 Inoperable
3. One (1) wood desk chair
4. Three (3) large wood office desks
5. Two (2) steel desk chairs
6. Two (2) rolling desk chairs
7. One (1) step stool with wheels
8. Office file sorter
9. 12' x 20' portable carport
10. 200+ used brass water meters
11. 6 Stainless steel pressue reducing valves
12. Various steel remnants/piping
13. 4 redwood pallets from the Sherwood Chitwood Reservoir

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2013

AGENDA SECTION: CITY CLERK

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

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

**DATE:** MAY 14, 2014

**SUBJECT:** SPECIAL EVENT APPLICATION – MAIN STREET CHILI COOK-OFF

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## APPLICANT AND ORGANIZATION

Charles White, Main Street Tehachapi

## EVENT DESCRIPTION

The Chili Cook-Off will be held on June 14, 2014 from 7:00 am – 7:00 pm on Green Street and F Street in downtown Tehachapi. This event is open to the public.

## APPLICANT REQUESTS

- Closure of F Street from Curry Street to Robinson Street
- Closure of Green Street from Tehachapi Boulevard to E Street
- Street barricades from the Public Works Department
- Blinking sign to be placed across from Walgreens

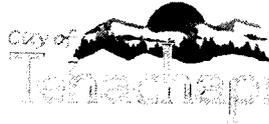
## STAFF CONDITIONS

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

Building Inspector: See attached "Conditions of Approval for Proposed Open-Air Special Events"

## RECOMMENDATION

**APPROVE THE CHILI COOK-OFF SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**



RECEIVED

APR 22 2014

City of Tehachapi

## SPECIAL USE/EVENT APPLICATION

Organization Main Street Tehachapi Inc.

Event Contact Charles White Phone Number 661-822-6519

Address P.O. Box 830

City Tehachapi State CA Zip Code 93561

E-mail Address info@mainstreettehachapi.org

Event Name Chili Cookoff & Red Hot Classic Car Show

Event Location "F" Street & Green Street / Centennial Plaza

Event Date(s) June 14, 2014 Event Time(s) 7:00am - 7:00pm

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

Closure of Green St. from Tehachapi Blvd to "E" St. Closure of "F" St. From Curry to Robinson. Will need signs on Tehachapi Blvd. by Gallery n Gifts and Dali's Dress Shop. reminding the public o the event. Will need Green St. an "F" St completely closed from 7am to 7pm to insure the safety of the public and participants that Day. Road Closure signs up the night before if possible. Request Cal trans sign to be placed across from Walgreens. Request approval to display banners in the three banner frames. Requesting the VIPS and a donation will be made. Alcohol will be kept in beer garden and wrist bands will be issued. Main Street will pay \$5 to city for each vendor. Will simit a vendor list at a later date.

Is the event open to the Public?  Yes  No

Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? Downtown Main Street

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? Main Street is responsible for obtaining the permit.

*emailed  
4/22/14*

Event Name Chili Cookoff

Event Date(s) Jun 14, 2014

**Please Describe How The Following Will Be Accomplished:**

Street Barricades Green Street / F St.

Traffic Control ~~Crossing Guard~~

Crowd Control Volunteers from the Police Department

Utility Services: Water, Sewer, Electric Provided by the City

Lights Provided by the City

Dust Control None

Site Clean-up & Maintenance Main Street Tehachapi

Security Tehachapi Police Department

Site Facilities Main Street Tehachapi

Health Dept. Main Street will obtain the permit.

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

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

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

Applicant Signature

Charles E. White

Date

4/22/14

**Office Use Only**

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

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

Notes \_\_\_\_\_

## GENERAL REGULATIONS

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

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

## FOOD AND ALCOHOL REGULATIONS

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

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

## FEE AND DEPOSIT SCHEDULE

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

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

## SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

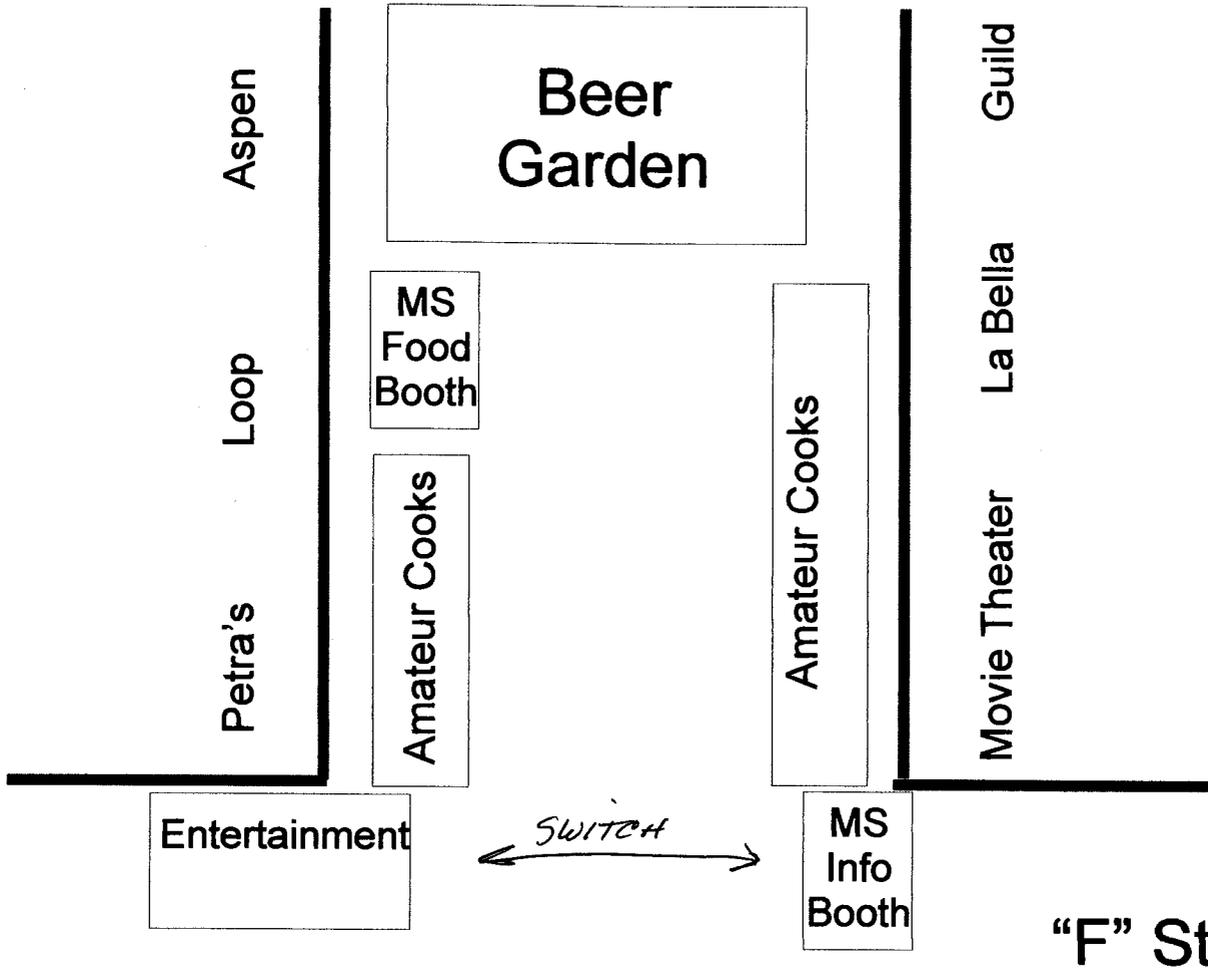
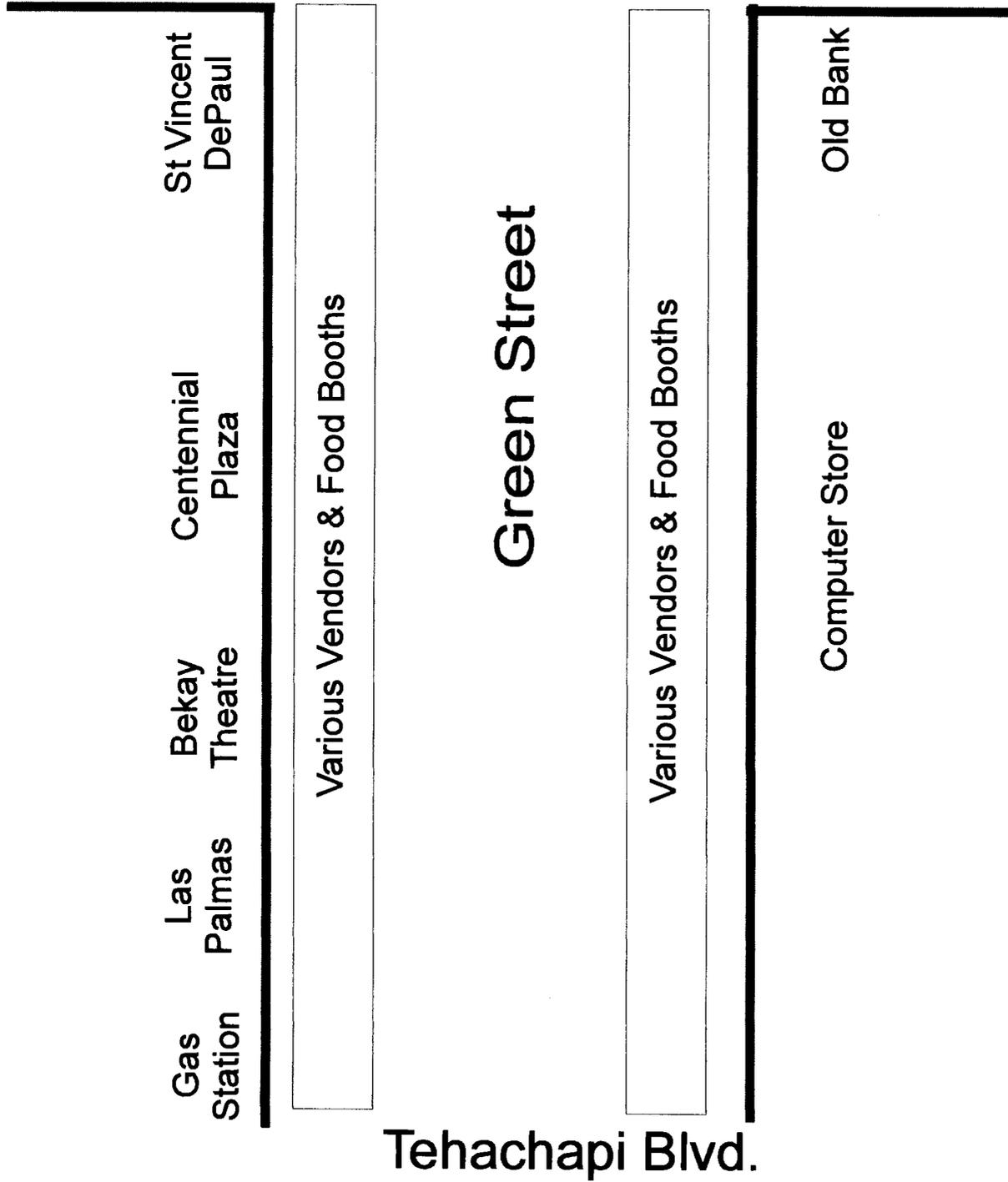
The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City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

INDEMNIFICATION

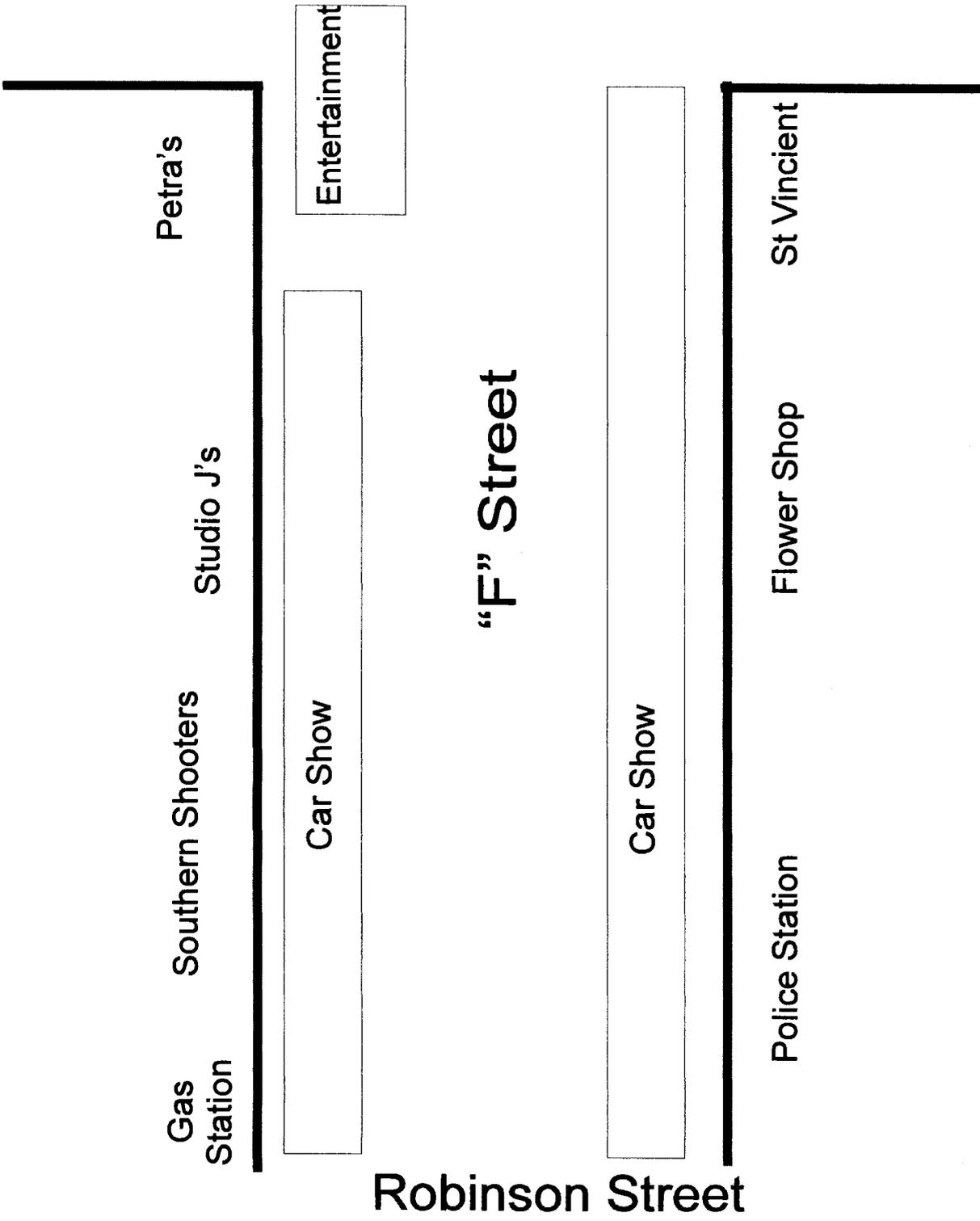
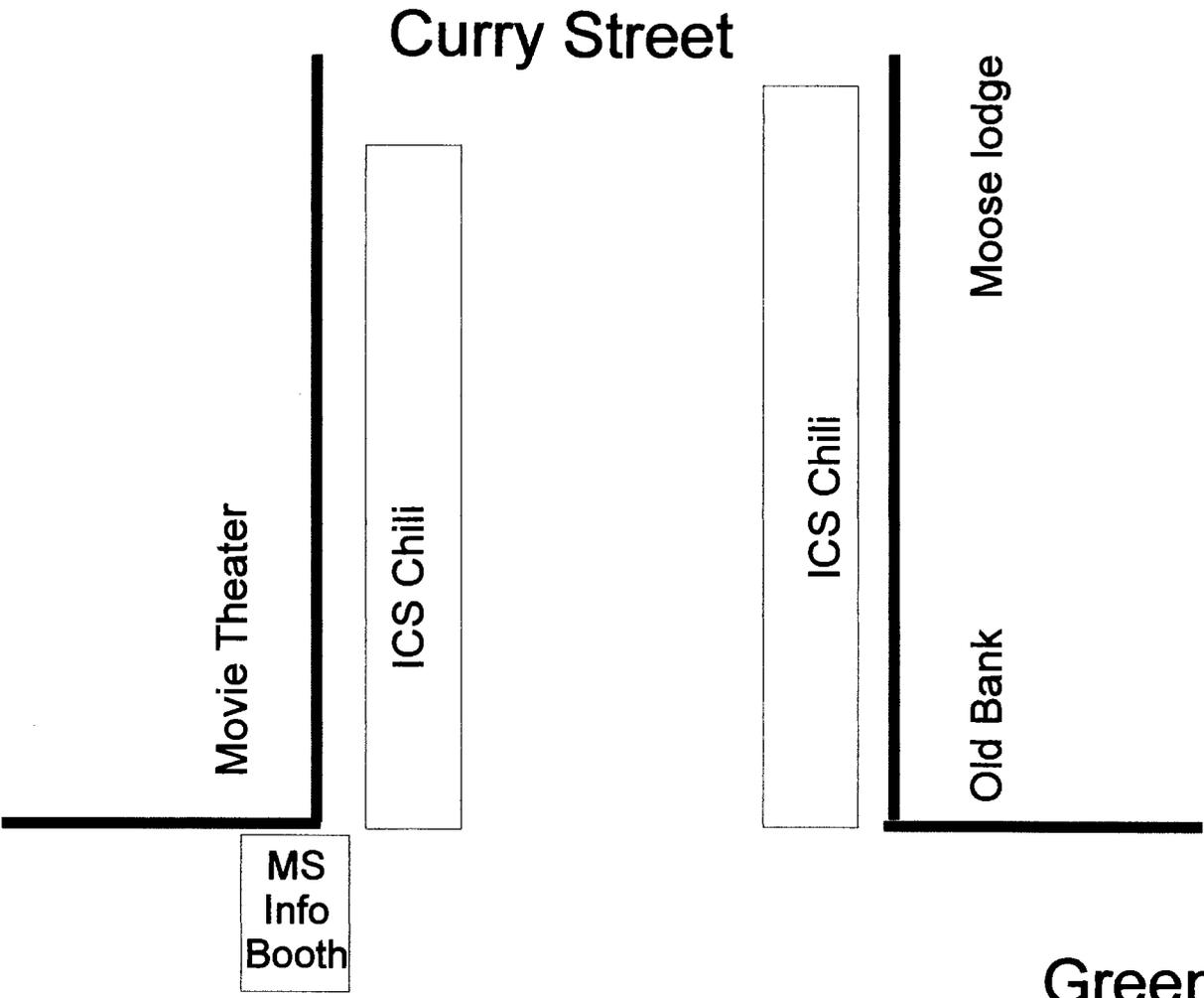
Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of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

Charles E. White  
Applicant Signature  
4/22/14  
Date





*SWITCH* → ←



# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 5/13/2014 - 1:41 PM



			Check Amount
Check No:	0	Check Date:	
Vendor:	0015	211 Praxair Distribution Inc.	
49130665		PW/industrial acetylene	136.03
			136.03
Check No:	0	Check Date:	
Vendor:	0027	Atco International	
IO402830		Swr/marauder	2,231.97
IO402830 UT		Use tax	-155.72
			2,076.25
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories Inc.	
B170851 1		Wtr/221 S Hayes/Dennison Well/Wahlstrom Wel	50.00
B170851 2		Wtr/221 S Hayes/Dennison Well/Wahlstrom Wel	36.00
B170941		Wtr/samples/Mojave Well/Dennison Well	30.00
B171065		Swr/samples/influent frm WWTP Headworks/efl	325.00
B171252		Wtr/samples/Curry Resv	15.00
B171253		Wtr/samples/Mojave Well/Dennison Well	30.00
B171485 1		Wtr/samples/309 East I/222 West D/1199 Canyo	50.00
B171485 2		Wtr/samples/309 East I/222 West D/1199 Canyo	36.00
B171613		Swr/samples/influent frm WWTP Headworks/efl	325.00
B171777		Wtr/samples/Mojave Well/Dennison Well	30.00
B171779		Wtr/samples/Curry Resv.	15.00
B171883		Wtr/samples/802 Mulberry/Curry Resv/Curry W.	75.00
B171883 2		Wtr/samples/802 Mulberry/Curry Resv/Curry W.	36.00
B171942		Wtr/samples/Mojave Well/Dennison Well/Curry	390.00
B172102		Swr/samples/infulent frm WWTP Headwork/effl	325.00
			1,768.00
Check No:	0	Check Date:	
Vendor:	0041	Benz Propane Company Inc.	
238277599		PW/Acct#1228101/LP gas delivery/800 Enterpri	210.49
238277600 1		Wtr/Acct#1228102/LP gas delivery/750 Enterpri	300.74
238277600 2		Lndscp/Acct#1228102/LP gas delivery/750 Ente	75.19
			586.42
Check No:	0	Check Date:	
Vendor:	0193	Hach Company	
8799263		Swr/sensor cap assy-do probe	197.67
			197.67
Check No:	0	Check Date:	
Vendor:	0248	Klein's Fire Protection & Extinguisher Service	
13872		PD/5th ABC fire extinguishers/annual service	268.48
			268.48

Check No:	0	Check Date:		
Vendor:	0260	Liebert Cassidy Whitmore		
179214		PD/Graff-Disney litigation/legal services		726.00
				<hr/>
Check No:	0	Check Date:		726.00
Vendor:	0263	Lebeau Thelen LLP		
1		PD/legal services/Mojave tro		494.00
19		GG/legal services-extra/Broome Family Trust		4,152.00
31		GG/legal services-extra/Pitchess motions		1,425.00
35		GG/legal services-extra/Walmart CEQA litigatio		152.00
				<hr/>
				6,223.00
Check No:	0	Check Date:		
Vendor:	0300	Mission Linen & Uniform Service		
140136323		PW/srvc chrg/auto covers/mats/twl cntr pll/hndcl		104.52
140136324		PW/dust mop/mats/srvc chrg		39.30
140137719		PW/dust mop/mats/srvc chrg		39.30
				<hr/>
				183.12
Check No:	0	Check Date:		
Vendor:	0304	Mojave Sanitation		
2278090		PW/Acct#975570700/rolloff-scale ovr-KC recyc		1,195.01
2293762		PW/Acct#975570700/rolloff-KC recycling fee-K		1,134.31
23130096		Str/Acct#975570700/rolloff-KC recycling fee-K		1,365.28
				<hr/>
				3,694.60
Check No:	0	Check Date:		
Vendor:	0373	Thomas F. Schroeter Attorney @ Law		
051214 1		GG/annual Attorneys' Spring Conference/registr		198.00
051214 2		GG/annual Attorneys' Spring Conference/lodging		126.00
				<hr/>
				324.00
Check No:	0	Check Date:		
Vendor:	0399	Sparkletts		
050114		Swr/fresh drinking water/hot & cold cooler renta		131.80
				<hr/>
				131.80
Check No:	0	Check Date:		
Vendor:	0428	Tehachapi Flower Shop		
9810		PD/masculine green plant/PGraff		65.52
				<hr/>
				65.52
Check No:	0	Check Date:		
Vendor:	0431	Tehachapi News		
13409836		GG/Visitor Guide Spring		1,070.00
13491019		Finance/Statement of Activit		430.00
13493639 1		CD/Building Inspector/ad		211.00
13493639 2		CD/Building Inspector/ad		211.00
13500522		CD/Notice of Public Hearing/Housing Element		81.25
				<hr/>
				2,003.25
Check No:	0	Check Date:		
Vendor:	0441	Vulcan Materials Company		
70323801		PW/5sk pm ac		1,120.38
70323802		PW/5sk pm ac		2,494.45
70326704		PW/5sk pm ac		1,142.37

		Check Amount
70334749	PD/5sk pm ae	
70342710	Swr/5sk pm ae	211.61
		340.91
		<hr/>
Check No:	0 Check Date:	5,309.72
Vendor:	0476 WITTS Everything for the Office	
132327-0	GG\ink cartridge	68.79
132338-0	GG\calculator	20.02
132363-0	GG\drawer organizer calculator stapler tape disp	164.48
132514-0	GG\glossy paper	26.05
132540	GG\pens\chairmat\ltr tray\pckt file\paper\bindin	253.94
132555	GG\paper\rball pens\tape\moistener\roll add	107.81
132556	CD\bndr\hp 940 xl high yield yellow ori	46.57
132615	GG\holder cd-dvd adhsve\copyholder	17.18
C 132046-0	GG\credit - return binders	-26.82
		<hr/>
		678.02
Check No:	0 Check Date:	
Vendor:	0525 All American Tire & Service Center LLC.	
36632	Swr\flat repair	20.00
		<hr/>
		20.00
Check No:	0 Check Date:	
Vendor:	0543 BSE Rents	
10729	PW\ball mount lock fulton\ball\mall mount 2" dr	51.64
12831	Cnstrct\chain w-hooks\load binders-lever	237.74
13354	City Parks\skidsteer 60hp cap\Water Tower	244.90
		<hr/>
		534.28
Check No:	0 Check Date:	
Vendor:	0585 Terry J. Warsaw M.D.	
37111CAV	GGPhysical Exam-AFrescas	150.00
		<hr/>
		150.00
Check No:	0 Check Date:	
Vendor:	0610 Abate-A-Weed Inc.	
598047	PW\roundup promax 1.67 gallns	343.98
		<hr/>
		343.98
Check No:	0 Check Date:	
Vendor:	0817 Kimball Midwest	
3533942	PW\brass fit\pin\connector\assortment\lock pins/	648.06
		<hr/>
		648.06
Check No:	0 Check Date:	
Vendor:	0832 ACWA/JPIA	
0287391 1	Medical	69,656.26
0287391 2	Dental	8,249.48
0287391 3	Vision	1,083.24
0287391 4	BLife & DLife	1,378.15
0287391 5	Medial/adjustment	765.20
0287391 6	Dental/adjustment	170.00
0287391 7	Life/adjustment	12.52
		<hr/>
		81,314.85
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	

		Check Amount
4473	PD/logo conversion-fonts switched to curves	
4474 1	PW/removed old vinyl & applied full color vinyl	26.88
4474 2	Wtr/removed old vinyl & applied full color vinyl	924.52
4474 3	Swr/removed old vinyl & applied full color vinyl	462.26
4475	GG\Hot Dog Festival 2014 Artwork & logo	231.10
		107.50
Check No:	0 Check Date:	1,752.26
Vendor:	1286 M&M's Sports Uniforms & Embroidery	
31015	GG\engraving nametags & nameplates	71.39
31096	PD\Sew badges on shirts & embroidery	89.43
31150	GG/nametag/KNixon	11.77
		172.59
Check No:	0 Check Date:	172.59
Vendor:	1430 Sully & Sons Hydraulics Inc.	
0092348	Strts/char-lynn	282.72
		282.72
Check No:	0 Check Date:	282.72
Vendor:	1505 Benz Construction Services	
2319363	PW/toilet rental/KC/service month/800 Enterpris	55.75
		55.75
Check No:	0 Check Date:	55.75
Vendor:	1658 Springbrook Software Inc.	
28073 1	Wtr/monthly web payments April 2014	100.00
28073 2	Swr/monthly web payments April 2014	100.00
28073 3	GG/monthly web payments April 2014	21.85
		221.85
Check No:	0 Check Date:	221.85
Vendor:	1724 Banks Pest Control Inc.	
405029	Airport/ant-roach-S/F-B/W-mice-flea/314 Hayes	185.00
		185.00
Check No:	0 Check Date:	185.00
Vendor:	1801 HD Supply Waterworks LTD	
C302822	Swr/pvc pipe/pvc bid/mj plug/pvc trans gasket/p	1,827.21
		1,827.21
Check No:	0 Check Date:	1,827.21
Vendor:	1855 Gemini Group L.L.C.	
114-11745	Wtr/prepayment for CCR mailing services	870.00
		870.00
Check No:	0 Check Date:	870.00
Vendor:	1981 Duke's Root Control Inc.	
10026	Swr/8" pipe sewer root control	4,374.09
		4,374.09
Check No:	0 Check Date:	4,374.09
Vendor:	2111 Swift Napa Auto Parts	
808999	PW/returns/axle puller/slider hammer	-99.42
810151	PW/restore 8cy/slide hammer pull kit	142.30
810261	PW/u-joint/restore 4cyl	63.08
810346	PW/rear axle gasket set	9.13

Check No:	0	Check Date:		115.09
Vendor:	2147	Coffee Break Service Inc.		
214758		GG/K-cups-coffee/supplies		596.40
MAY3803		GG/rental water cooler-monthly		26.95
				<hr/>
Check No:	0	Check Date:		623.35
Vendor:	2478	DataProse Inc.		
DP1401306 1		Refuse/printing		113.12
DP1401306 2		Wtr/printing		282.81
DP1401306 3		Swr/printing		169.69
DP1401306 4		Refusac/postage		214.97
DP1401306 5		Wtr/postage		537.43
DP1401306 6		Swr/postage		322.46
DP1401306 7		GG/insert printing/quarter 1 newsletter April 2014		498.80
				<hr/>
Check No:	0	Check Date:		2,139.28
Vendor:	2636	HDWBC		
30287		IT/March 2014 service agr fee + billable hours		6,845.00
30289		GG/installation fee/data & phone drop for Denis		300.00
				<hr/>
Check No:	0	Check Date:		7,145.00
Vendor:	2646	Madland Toyota-Lift Inc.		
14532287		PW/fittings-parker d2/high pressure hydraulic hc		391.38
				<hr/>
Check No:	0	Check Date:		391.38
Vendor:	2748	RCS Investigations & Consulting LLC		
2486		PD/background investigation/CGonzales/hotel e:		1,405.52
				<hr/>
Check No:	0	Check Date:		1,405.52
Vendor:	2874	Department of Justice Accounting Office		
032594		GG/fingerprint apps/EFrescas		32.00
				<hr/>
Check No:	0	Check Date:		32.00
Vendor:	2902	Sim Sanitation Inc		
27454		Airport/monthly standard unit & handicap rental		82.00
				<hr/>
Check No:	0	Check Date:		82.00
Vendor:	2981	Burke Williams & Sorenson LLP		
176906		Foreclosure Expense/89-2		6,929.42
176907		Foreclosure Expense/89-3		1,073.98
				<hr/>
Check No:	0	Check Date:		8,003.40
Vendor:	2989	My Fleet Center.com		
18808800		GG/2013 Ford Exploer/oil change/inspect & fill		101.01
				<hr/>
Check No:	0	Check Date:		101.01

**Check Amount**

Vendor:	3051	Tehachapi Transmissions Inc.	
5633		PD\Hoses & Antifreeze TE-09	
5639		PD\Oil change TE-12	376.27
5673		PD/oil change-lube-oil & filter/2012 KIA Sporta	44.94
			39.94
Check No:	0	Check Date:	461.15
Vendor:	3097	Code 3 Uniforms	
2676		PD\pants & belt	
			168.74
Check No:	0	Check Date:	168.74
Vendor:	3199	Slick Fish Marketing Co.	
1796		GG\Economic Dev Brochure design developmer	965.00
1799		GG\Monthly Lifestyle Ad Design	40.00
			1,005.00
Check No:	0	Check Date:	
Vendor:	3281	Statewide Traffic Safety & Signs Inc.	
2114		Strts\12x18 red/wht hp/closed for maintenance si	193.50
2115		Swr\12x18 blk/wht hip Do Not Enter/custom sig	96.75
			290.25
Check No:	0	Check Date:	
Vendor:	3363	RSINet	
2035		Ariprrort\data service Jan-Mar/AWOS cellular m	180.00
			180.00
Check No:	0	Check Date:	
Vendor:	3503	Hercules Incorporated	
130768333		Swr/Praestol K 148 L IBC 1000L	3,739.29
			3,739.29
Check No:	0	Check Date:	
Vendor:	3623	Reddig Excavation	
050714		Wtr/deposit-Water Hydrant/refund	624.10
			624.10
Check No:	0	Check Date:	
Vendor:	3674	Secure On-Site Shredding	
2318814		GG\Acct#300421002\April	35.00
2318815		Swr\Acct#300421004/sos shredding/750 Enterpr	35.00
2318816		PD\Acct#300421006\April	35.00
			105.00
Check No:	0	Check Date:	
Vendor:	3707	Kerri Esten	
050114		PD/production of slide announcing new PD buik	125.00
			125.00
Check No:	0	Check Date:	
Vendor:	3708	Customized Custodial Services	
COTC0514		GG\Janitorial Svcs - May	890.00
COTC0514-1		PD\Janitorial Svcs - May	540.00
COTC0514-2		WWTP-Admin\Janitorial Svcs - May	350.00
COTC0514-3		WWTP-Maint\Janitorial Svcs - May	180.00
COTC0514-4		Air\100 Com Wy-Janitorial Svcs - May	140.00

Check Amount

COTC0514-5	Constr\100 Com Wy-Janitorial Svcs - May	
COTC0514-6	Depot\Janitorial Svcs - May	140.00
COTC0514-7	GG\Sr Ctr-Janitorial Svcs - May	250.00
COTC0514-8	Air\Lounge & Restrooms-Janitorial Svcs - May	450.00
		<u>280.00</u>

Check No:	0	Check Date:		3,220.00
Vendor:	3709	dooley enterprises inc.		
49933		PD/40 S&W 180gr. jacketed/55gr. supreme balli:		1,141.45
				<u>1,141.45</u>

Check No:	0	Check Date:		1,141.45
Vendor:	3710	Jed Francis Inc.		
042214		Wtr/deposti refund		836.90
				<u>836.90</u>

Date Totals: 149,059.43

Report Total: 149,059.43

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
 Printed: 5/1/2014 - 1:26 PM



			Check Amount
Check No:	40246	Check Date: 05/01/2014	
Vendor:	2963	AT&T	
5304637		PD\Subscriber Access Line	178.97
			178.97
Check No:	40247	Check Date: 05/01/2014	
Vendor:	2113	Fuel Controls, Inc.	
80963		Air\Fuel	13,900.61
			13,900.61
Check No:	40248	Check Date: 05/01/2014	
Vendor:	0573	Pyro Spectaculars, Inc.	
04222014		GG\4th of July Fireworks Deposit	10,070.00
			10,070.00
Check No:	40249	Check Date: 05/01/2014	
Vendor:	0372	Southern California Edison	
04222014		PW\800 Enterprise	101.72
04222014-1		PW\800 Enterprise Shop	257.74
04222014-10		Air\316 S Mojave	45.98
04222014-11		Air\314 N Hayes PAPI	82.73
04222014-12		Air\409 Bryan Ct	106.19
04222014-13		Air\West End Teh Airport	51.51
04222014-14		Air\314 N Hayes #B	304.49
04222014-15		Air\NE Cor Teh Airport	46.62
04222014-16		Air\314 N Hayes #G3	37.05
04222014-17		Air\Dennison s/o Hwy 58	142.61
04222014-18		Air\314 N Hayes - Park	126.26
04222014-2		Swr\800 Enterprise-Maintenance	449.28
04222014-3		GG\115 S Robinson	872.99
04222014-4		PD\129 E F St	829.16
04222014-5		GG\303 E d St	83.21
04222014-6		PW\100 Comm Way	200.63
04222014-7		PW\101 Comm Way	116.74
04222014-8		Air\314 N Hayes	178.34
04222014-9		Air\9999 1/2 Hayes	90.22
0424201-1		Parks\114 S Green	123.03
0424201-2		LLD\318 E E St	85.33
0424201-3		GG\311 E D St	64.96
04242014		Strts\113 S Mojave	142.07
0424201-4		GG\104 S Robinson	43.34
0425201		GG\200 W Teh Blvd	27.95
0425201-1		Strts\213 S Curry A	19.72
0425201-2		LLD\Mill St Cottages	86.11
0426201		GG\1125 Capital Hills	24.52
0426201-1		GG\109 E Teh Blvd	178.09
0426201-2		GG\111 W I St	51.91

**Check Amount**

0426201-3	CD\119 Industrial Pkwy	
0426201-4	Swr\880 Enterprise	30.91
0426201-5	Strts\209 1/2 E Teh blvd	1,557.14
0426201-6	Strts\333 1/2 E Teh blvd	25.07
04292014	Signal\801 Mtn View Ave	155.22
		55.38

Check No:	40250	Check Date:	05/01/2014	6,794.22
Vendor:	3615	Michelle Vance		
05012014		GranFondo\Mileage Reimb-Long Beach		99.43
05012014-1		GG\Mileage Reimb-Wind Power Conf Las Vega:		213.09

Check No:	40251	Check Date:	05/01/2014	312.52
Vendor:	3011	Verizon Wireless		
9723711300-1		GG\Mobile Broadband		38.01
9723711300-2		Air\Mobile Broadband		38.01
9723711300-3		GG\Mobile Broadband		38.01
9723711300-4		Air\Mobile Broadband		29.65
9723711300-5		PW\Mobile Broadband		29.65
9723711300-6		GG\Mobile Broadband		29.65
9723711300-7		CD\Mobile Broadband		38.01
9723711300-8		Wtr\Mobile Broadband		15.01
9723711300-9		Swr\Mobile Broadband		15.01
9723811077-1		Wtr\Mobile Broadband		15.01
9723811077-2		Swr\Mobile Broadband		15.01

301.03

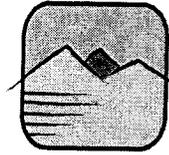
Date Totals: 31,557.35

Report Total: 31,557.35

# Accounts Payable

## Checks by Date - Detail By Check Date

User: annamarie  
Printed: 5/1/2014 - 4:08 PM



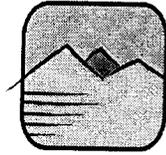
CITY OF  
**TEHACHAPI**  
CALIFORNIA

		Check Amount
Check No:	40252	Check Date: 05/01/2014
Vendor:	1677	CCAC - City Clerks Association of California
554		City Clerks 2014 Registration Fee
		55.00
		55.00
	Date Totals:	55.00
		55.00
	Report Total:	55.00

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 5/6/2014 - 7:40 AM



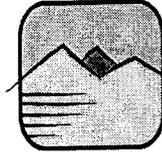
CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	40307	Check Date: 05/06/2014	
Vendor:	2243	The Bank of New York Mellon	
252-1781664		2004 Wtr/Swr Bonds Admin Fee 11/1/13-10/31/	280.00
252-1781664 1		2004 Wtr/Swr Bonds Admin Fee 11/1/13-10/31/	1,720.00
			<hr/>
			2,000.00
			<hr/>
Date Totals:			2,000.00
			<hr/>
Report Total:			2,000.00
			<hr/> <hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 5/6/2014 - 5:03 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

### Check Amount

		Check Amount
Check No:	0	Check Date: 03/31/2014
Vendor:	2000	First American Title Company
1504-4594002		Airport/Property Acquisition/Davis Street
1504-4594003		Airport/Property Acquisition/315 Mojave Street
		12,420.00
		125,620.00
		<hr/>
		138,040.00
		<hr/>
Date Totals:		138,040.00
		<hr/>
Report Total:		138,040.00
		<hr/>
		<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 5/8/2014 - 12:53 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Check Amount

Check No:	Check Date:	Check Amount
40308	05/08/2014	
2940	U.S. Bank Corporate Payment System	
0000004	GG/meals/Harassment training	31.50
000002	Airport/Uniform embroidery	33.86
0001	Airport/office sign	90.30
0001	Airport/office sign	80.15
007500	PD/Hummer transport fuel frm Barstow to Tehac	69.94
01546	Finance/train fare/Springbrook conference/HChu	5.00
026587	PD/meals/Mounted Police lunches	63.06
032514	GG/California Association for Local Economic I	95.00
040714	CD/CALED Pre-Conference event	95.00
041414	Swr/lodging/CRWA 2014 expo/WMisiura	425.00
046725	GG/meals/Cal Ed conference/MVance	18.41
061136	GG/meals/Cal Ed conference/MVance	32.10
06541	GG/parking/Cal Ed conference/MVance	16.00
071600	GG/meals/Cal Ed conference/MVance	20.09
090767	GG/Tehachapi Lifestyle magazine April ad	1,550.00
10188872	GG/apple sync cable	21.49
1021	PW/wireless remote 12v/directo valve/brackets	325.03
121287	PD/lodging/MGoe/training	207.74
12205451648	GG/Surface 2-64gb/MS extended service plan/gi	767.36
148360	Gran Fondo Event/lodging/MVance-CKirk	292.20
148691	Gran Fondo Event/lodging/MVance-LCarhart	179.70
148709	Gran Fondo Event/lodging/CLockwood	134.85
156147749	PD/APC 1500 VA 865wtt back-ups	196.71
15721	Airport/security seals/notice tags	111.49
18262121	Airport/2002 Chev trk/standard service	67.04
19211	PD/Helmet communications kit/internal mount f	549.60
196810597	PD/HP Smart buy 48-port gigabit ethernet layer	1,491.21
196810617	PD/Tripp lite SR42UB rack servier cabinet	3,713.94
1D627713BM79417	GG/2014 Bakersfield Women's Business Confer	570.00
2014-031	Airport/retainer for Phase 1 ESA/315 Mojave	850.00
201731424	IT/Toshiba Canvio Connect 2TB usb external ha	257.98
20-3043008	City Clerk/MS Excel 2007-2010 Basics/training/	79.00
20-3043070	City Clerk/MS Excel 2007-2010 Beyond the Bas	99.00
203628064	PD/Tripp lite SmartRack 2u cantilever fixed shel	235.92
203628104	PD/CISCO security appliance 10000 simultaneo	1,074.99
203628124	PD/C2G 2u cable management panel	98.65
203628144	PD/Tripp lite Smart UPS rackmount AVR lcd 12	3,401.26
203628184	PD/Tripp lite 24 outlets power strip	667.02
203628224	PD/HP J4859C ProCurve gigabit mini-gbic	408.39
21334	Airport/Office 5glln water bottles	12.98
2684886	PD/training/four/internal affairs manual/shipping	118.00
271413	PD/meals/Mounted Police lunches	60.52
289533-1422	CD/APA membership/MSmith	365.00
3044	GG/meals/Cal Ed conference/MVance	6.94
3114853598	Finance/lodging/Springbrook conference/HChun	511.83
327V9CTT	GG/lodging/reservation/AWEA Windpower conf	217.28

Check Amount

417566211552	Swr/lodging/CRWA 2014 expo/WMisiura	89.27
417566211552 2	Swr/lodging/CRWA 2014 expo/WMisiura	267.81
443345	Airport/publications/enroute low alt chart/termin	90.97
49004	Gran Fondo Event/registration protector insuranc	7.00
5022577	Airport/sheet metal/white board bracket	5.34
575014	GG/LF LSAP renewal	2,247.50
591703	CD/Publisher 2013	89.00
68151	Airport/four 3'x5' US flags	85.95
7020308	Airport/master padlock/doormat/24pk bottle wat	51.95
7060	Finance/meals/Springbrook conference/HChung/	18.10
81832208	Council/lodging/Public Safety Policy Committec	120.87
824349	Airport/publications/terminal procedures	27.82
87897200	GG/lodging/Cal Ed conference/MVance	374.76
942056	Gran Fondo Event/subscription-webCommerce/t	38.88
C-14383S3H	Gran Fondo Event/packet pick up-expo & finish	128.28
W012846000018	Gran Fondo Event/City of Tehachapi Jersey prin	127.44
X2-449544643	GG/Sirius XM service-fee	11.24
		<hr/>
		23,500.71
		<hr/>
	Date Totals:	23,500.71
		<hr/>
		<hr/>
	Report Total:	23,500.71
		<hr/>
		<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 5/12/2014 - 11:44 AM



			Check Amount
Check No:	40309	Check Date: 05/12/2014	
Vendor:	0372	Southern California Edison	
04302014		Strts\Teh Bl w/o Green	18.07
04302014-1		Strts\103 Teh Bl	89.34
04302014-2		Strts\101 E. Teh Bl #B	201.56
04302014-3		Strts\110 S Mill St	137.32
04302014-4		Strts\Curry & D	18.07
04302014-5		Wtr\358 E D St	1,776.34
050114		PD\220 W C street	875.95
05022014		LLD\Teh Blvd & Bailey	76.62
05022014-1		Strts\303 E Ave D	13.89
05022014-2		Strts\326 E D	23.75
			3,230.91
Check No:	40310	Check Date: 05/12/2014	
Vendor:	0426	Tehachapi-Cummings County Water District	
1128540 043014		LLD Utilities/service chrg/Median	4.50
11845200		Wtr/usage/service chrg/Benz Sanitation	53.47
24555100		LLD Utilities/usage/service chrg/Landscaping	553.85
2872000		Wtr/usage/service chrg/Henway	25.91
41545900 043014		Wtr/service chrg/Warrior Park	4.50
43148200		Wtr/usage/service chrg/Chemtool	697.55
778329		Wtr/usage/service chrg/TUSD	4,572.71
			5,912.49
Check No:	40311	Check Date: 05/12/2014	
Vendor:	1321	Culligan Water Conditioning	
05012014		PD\ACD Rental	29.00
			29.00
Check No:	40312	Check Date: 05/12/2014	
Vendor:	1851	AT&T	
050114		GG/white page account	13.37
			13.37
Check No:	40313	Check Date: 05/12/2014	
Vendor:	2113	Fuel Controls Inc.	
81010		Airport/100 Octane wholesale fuel	17,893.22
			17,893.22
Check No:	40314	Check Date: 05/12/2014	
Vendor:	2230	CDPH-OCP	
042914		Wtr/Grade 2 Water Dist Op Cert/Dartzer	80.00
			80.00
Check No:	40315	Check Date: 05/12/2014	
Vendor:	2243	The Bank of New York Mellon	

252-1770874	RDA 2005 Tax Allocation Bonds-Svc Fees	2,800.00
		<u>2,800.00</u>

Check No:	40316	Check Date:	05/12/2014	
Vendor:	2892	Mountain Maintenance Group Inc.		
4587 1		GG/cleaning/115 South Robinson st		640.00
4587 2		PD/cleaning/129 E F st		750.00
4587 3		Depot/cleaning/101 W Tehachapi blv		500.00
4587 4		Airport/cleaning		170.00
4587 5		Swr/cleaning/WWTP		340.00
4587 6		Construction/cleaning/100 Commercial Way		85.00
4588 1		GG/cleaning/115 South Robinson st		480.00
4588 2		PD/cleaning/129 E F st		600.00
4588 3		Depot/cleaning/101 W Teh blv		250.00
4588 4		Airport/cleaning/100 Commercial Way		85.00
4588 5		WWTP/cleaning/800 Enterprise Way		255.00
4588 5		Construction/cleaning/100 Commercial Way		85.00
4588 6		Airport/cleaning/100 Commercial Way		42.50
4588 7		Construction/cleaning/100 Commercial Way		42.50
4588 7		Construction/cleaning/100 Commercial Way		380.00
4588 8		GG/outside windows/115 South Robinson street		200.00
4588 9		Swr/outside windows/WWTP		200.00
				<u>4,905.00</u>

Check No:	40317	Check Date:	05/12/2014	
Vendor:	2893	Cardmember Service		
123295		City Clerk/meals/AWhitmore		25.00
3076		GG/meals/AWhitmore		5.75
3124945411		City Clerk/lodging/AWhitmore		380.90
31815124		CD/Building Inspector/ad		590.51
31815687		CD/Building Inspector/ad		590.51
415274		City Clerk/meals/AWhitmore		5.50
435115		City Clerk/fuel/AWhitmore		33.52
64882686		Swr/lodging/WMisiura/SWR CB Grade IV exam		123.17
				<u>1,754.86</u>

Date Totals: 36,618.85

Report Total: 36,618.85

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 5/28/2014 - 3:26 PM



		Check Amount
Check No:	0 Check Date:	
Vendor:	0017 American Business Machines	
200908	GG/toner	8.00
		<hr/> 8.00
Check No:	0 Check Date:	
Vendor:	0030 The Bakersfield Californian	
13166653	GG/KBJ 1/2	585.00
13495315	CD/Building Inspector/full ad	1,229.00
		<hr/> 1,814.00
Check No:	0 Check Date:	
Vendor:	0035 BC Laboratories Inc.	
B172306	Wtr/samples/Curry Resv	15.00
B172307	Wtr/samples/Mojave Well/Dennison Well	30.00
		<hr/> 45.00
Check No:	0 Check Date:	
Vendor:	0061 BSK Associates	
0068633	CD/PM 10997 Strom Sewer improvements	145.00
0069866	CD/construction testing/Tractor Supply Compan	1,444.00
0069867	CD/Wells Elementary School/construction testin	145.00
0070094	Challenger Drive Extension/compaction testing	2,510.00
0070248	CD/Wells Elementary School/construction testin	366.00
		<hr/> 4,610.00
Check No:	0 Check Date:	
Vendor:	0155 FedEx	
570970449871	Standard overnight/SWRCB	24.26
570970449908	Caltrans/priority overnight/BGodett	33.45
602096150003	CD/standard overnight/BNelson/AT&T	31.24
602096150025	CD/standard overnight/BNelson/Tehachapi Hosp	37.84
602096150036	CD/standard overnight/BNelson/Tehachapi Hosp	37.84
602096150047	CD/standard overnight/BNelson/Tehachapi Hosp	37.84
		<hr/> 202.47
Check No:	0 Check Date:	
Vendor:	0182 P&J Electric Inc.	
4713	Swr/service call/trouble shoot vfd cooling fans	250.00
		<hr/> 250.00
Check No:	0 Check Date:	
Vendor:	0216 Judicial Data Systems Corporation	
4543	Parking Citation Revenue/April 2014	100.00
		<hr/> 100.00
Check No:	0 Check Date:	

Vendor:	0260 Liebert Cassidy Whitmore	120.00
180490	GG/general	6,077.60
180491	GG/legal services	322.50
180492	GG/negotiations 2014	
		<hr/>
		6,520.10
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	39.30
140139125	Swr/dust mop/mats	
		<hr/>
		39.30
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	13.28
2233946	Swr/Acct#975570700/fc	132.89
2318237	Swr\Acct#965528800\800 Ent 3 Yd Bin & Gate	
		<hr/>
		146.17
Check No:	0 Check Date:	
Vendor:	0310 Willdan Financial Services	1,507.50
010-24241	CD/LMD annexation/BAD formation PM 10997	
		<hr/>
		1,507.50
Check No:	0 Check Date:	
Vendor:	0347 Quinn Company	701.84
PC080333541	PW/10w30 5 gal/bhl bo add 1 qt	
		<hr/>
		701.84
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	1,357.92
0271751	PW/regular/diesel fuel	
		<hr/>
		1,357.92
Check No:	0 Check Date:	
Vendor:	0373 Thomas F. Schroeter Attorney @ Law	123.50
052714 1	Airport/legal services-extra	71.50
052714 2	Swr/legal services-extra	2,977.00
052714 3	GG/legal services	-106.35
052714 4	PERSM1 Contribution	
		<hr/>
		3,065.65
Check No:	0 Check Date:	
Vendor:	0429 Tehachapi Valley Healthcare	156.46
183016	GG/physical exam/lab/EFrescas	
		<hr/>
		156.46
Check No:	0 Check Date:	
Vendor:	0441 Vulcan Materials Company	330.08
70348357	PD/2sk fa slry	
		<hr/>
		330.08
Check No:	0 Check Date:	
Vendor:	0445 Tehachapi Senior Center Inc.	400.00
06012014	Sr. Center - June 2014 Rent	
		<hr/>
		400.00
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	

132160-1	PD/towel chromatic wht	75.24
132439-0	Challenger/copies	22.58
132493-0	GG/paper	8.60
132577-0	CD\Binders & onyx mesh copyholder	55.08
132615-1	CD\Easel copyholder	42.02
132616-0	GG\Disc refills & laser labels	45.26
132652-0	GG/paper ink crt/folders/note/inkcart	107.37
132656-0	CD\inkcart	39.76
132664-0	GG/cd-dvd adhsve holder/paper	37.54
132667-0	GG/paper/file stor ltr	99.18
132677-0	PD/paper	68.78
132692-0	GG/pad post-it easel/floor easel	456.36
132700-0	GG/bindings plas/paper	20.35
132734-0	GG/anitmicro soap/paper/pens	144.66
132791-0	GG/inkcart/paid by DJones	13.70
654942-0	Airport/laminate/cut charge	5.91
654999-0	GG/file portble/index ruled/hilighers/markes/co	70.75
		<hr/>
		1,313.14

Check No:	0	Check Date:		
Vendor:	0478	Zee Medical Service		
34-220431		Swr/clean wipe swabs/antiseptic spray/gauze bar		58.16
34-220432		PW/antiseptic spray/spray-on bandage/cold table		49.99
34-220433		Constr/first aid supplies		61.30
34-220433 2		Airport/first aid supplies		61.30
34-220436		GG/first aid supplies		53.86
34-220438		GG/truck first aid kit metal medium full		268.48
34-220438 2		PW/antibiot oint/first aid & cpr guide/eye wash/l		304.01
				<hr/>
				857.10

Check No:	0	Check Date:		
Vendor:	0525	All American Tire & Service Center LLC		
36603		Cnstrc/mnt-bal-stm-df/hercules power str		148.95
				<hr/>
				148.95

Check No:	0	Check Date:		
Vendor:	0543	BSE Rents		
17957 1		Wtr/move equipment		387.00
17957 2		Swr/move equipment		387.00
				<hr/>
				774.00

Check No:	0	Check Date:		
Vendor:	0560	Kern Machinery		
159326		PW/JDC filler cap		9.65
				<hr/>
				9.65

Check No:	0	Check Date:		
Vendor:	0610	Abate-A-Weed Inc.		
600488		PW/roundup promax 1.67 glns		343.98
				<hr/>
				343.98

Check No:	0	Check Date:		
Vendor:	0620	Mountain Gardens Nursery		
54764		Strts/organic soil bldg c		38.67
54774		Swr/food nutrafin max		18.26
				<hr/>
				56.93

Check No: 0 Check Date:

Vendor:	0656 Blue Tarp Financial Inc.	145.33
30466411	PW/jaw gear puller 3"/rear axle bearing pulrenev	-7.35
30466411 UT	Use Tax	
		<hr/>
		137.98
Check No:	0 Check Date:	
Vendor:	0675 Kapy's Electronics	64.49
10190337	Swr/apc back-ups es 8 outlet	
		<hr/>
		64.49
Check No:	0 Check Date:	
Vendor:	0689 Pioneer True Value Home Center	11.06
64381	Wtr/2" galv 90 deg elbow	
		<hr/>
		11.06
Check No:	0 Check Date:	
Vendor:	0842 Kern Regional Transit	11,720.02
032014	Dial-A-Ride/Operation costs/March 2014	-436.16
032014 2	Dial-A-Ride/less farebox revenue/March 2014	12,426.14
042014	Dial-A-Ride/Operation costs/April 2014	-416.34
042014 2	Dial-A-Ride/farebox revenue/April 2014	
		<hr/>
		23,293.66
Check No:	0 Check Date:	
Vendor:	1005 Quad Knopf Inc.	9,500.00
75516	Challenger Drive Expansion/construction staking	
		<hr/>
		9,500.00
Check No:	0 Check Date:	
Vendor:	1032 Jack Davenport Sweeping Services Inc.	8,640.00
102624	Strts/broom sweeping service 04/2014	
		<hr/>
		8,640.00
Check No:	0 Check Date:	
Vendor:	1034 Hinderliter deLlamas & Associates	987.14
0022471	GG/contract services-Sales Tax 2nd Quarter/Aud	
		<hr/>
		987.14
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	2,933.82
4454 2	PD/14" & 10" letters-cast metal bronze/mnt	80.41
4476	Gran Fondo Event/vinyl poster/printed full color	397.75
4477	PD/Chief's retirement/invitaions w-envelopes	92.45
4478	City Parks/full color vinyl print applied to pvc pl	151.04
4481	GG/full color vinyl decals cut-adopt a flag/set-up	
		<hr/>
		3,655.47
Check No:	0 Check Date:	
Vendor:	1069 Tehachapi Valley Recreation & Parks District	4,500.00
1049	GG/Oldtimers Reunion 2014	
		<hr/>
		4,500.00
Check No:	0 Check Date:	
Vendor:	1075 Prime Signs	474.08
N-3835	Airport/aluminum-reflective signs	
		<hr/>
		474.08

Check No:	0	Check Date:		
Vendor:	1286	M&M's Sports Uniforms & Embroidery		2.42
30881		PD/nametag font/design/sew patches		45.15
31008		PD/Sgt chevrons/service stripes		
				<u>47.57</u>
Check No:	0	Check Date:		
Vendor:	1505	Benz Construction Services		6.06
2233941		PW/roll-off services/Acct 300421000/fc for 09-2		6.11
2278084		PW/roll-off services/Acct 300421000/fc for 02-2		5.46
2293765		PW/roll-off services/Acct 300421000/fc for 01-2		
				<u>17.63</u>
Check No:	0	Check Date:		
Vendor:	1718	IIMC		85.00
03262014		CClerk\Annual Mem Dues thru 6-30-15-DJones		
				<u>85.00</u>
Check No:	0	Check Date:		
Vendor:	1724	Banks Pest Control Inc.		72.00
408114		PD/bimonth pesticide service/129 E F st		
				<u>72.00</u>
Check No:	0	Check Date:		
Vendor:	1729	Alpha Landscape Maintenance		507.50
11957		GG/Robinson/24" box tree/plants lavender		330.75
11958		Landscape/West Curry/plants		752.00
11959		Landscape/Heritage Oaks Pinon/plants/chicken v		353.25
11960		Landscape/Tehachapi blv & Bailey/KB inside pa		48.02
11985 1		GG/City offices		222.50
11985 10		Strts/South Curry		843.12
11985 11		LLD/Heritage Oak		3,524.54
11985 12		LLD/KB Tract/Dennison		3.15
11985 13		PD/New Police bldg./removed grass		10.09
11985 14		Strts/Street trees		704.20
11985 15		Strts/Dennison Street		314.65
11985 16		LLD/Clear View		541.45
11985 17		City Parks/Pioneer Park		80.15
11985 18		GG/Old Town planters		24.09
11985 19		LLD/Mill Street cottages		215.91
11985 2		GG/Market Place & Union Pacific		493.30
11985 20		City Parks/Robinson Park		27.48
11985 21		GG/Taco Sandwich & Wall		102.57
11985 22		GG/Senior Center		124.59
11985 23		Depot/Railroad Depot		33.95
11985 24		GG/Phase 4 downtown planters		86.22
11985 25		LLD/Red Barn		7.00
11985 26		LLD/Red Barn Phase 2		24.45
11985 27		GG/Robinson parking lot		1,564.62
11985 28		LLD/Alta/Warrior Park - new addition		415.98
11985 3		Strts/Mill Street islands		263.91
11985 4		Strts/Capitol Hills (South island)		706.41
11985 5		LLD/Manzanita Park		500.85
11985 6		LLD/KB Tract - Highland LMD		4,367.95
11985 7		LLD/Alta Tract/Warrior Park		1,534.02
11985 8		LLD/all planters-Highline & tract perimeters		171.51
11985 9		LLD/Alta Parkway lawns		

		Check Amount
		18,900.18
Check No:	0 Check Date:	
Vendor:	1801 HD Supply Waterworks LTD	
C189191	Airport/1 ang dual chk mnxfp	1,776.33
C257389	Wtr/8" hydra stop insta valve f-ac pipe	4,058.26
C347449	Airport/2 r&w f-p ball valve/reduced nl/galv uni	1,192.06
C365077	Airport/4x2 ip c900 s-s br saddle bid	85.47
		<u>7,112.12</u>
Check No:	0 Check Date:	
Vendor:	1866 Bear Valley CSD	
06012014	PD\June 2014 Dispatch Service	35,381.95
		<u>35,381.95</u>
Check No:	0 Check Date:	
Vendor:	2200 Argo Chemical	
1405055	Wtr/chlor sol	720.13
		<u>720.13</u>
Check No:	0 Check Date:	
Vendor:	2243 The Bank of New York Mellon	
252-1784981	Successor Agency Expense/2005 tax allocation t	200.00
		<u>200.00</u>
Check No:	0 Check Date:	
Vendor:	2492 Golden Hills CSD	
WCF 012914	Wtr/600 ac-ft leased water rights	29,280.00
		<u>29,280.00</u>
Check No:	0 Check Date:	
Vendor:	2589 Jerome's Tractor Service	
C-14-450	Airport/mow 35.0 & 25.0 ac/May 2014 mowing	2,500.00
		<u>2,500.00</u>
Check No:	0 Check Date:	
Vendor:	2636 HDWBC	
30266	PD/Unit #20/refurbished microphone/replaced	116.45
30314	PD/wire harness/vehicle labor	107.24
		<u>223.69</u>
Check No:	0 Check Date:	
Vendor:	2749 Intercept Inc.	
94135	PD/synthesized security interview/pre-employm	235.00
		<u>235.00</u>
Check No:	0 Check Date:	
Vendor:	2752 Fastenal Company	
CATEH4515 1	GG/eyewear/safety vests/hardhts	52.78
CATEH4515 2	Swr/prtel Resp 2ct	8.43
		<u>61.21</u>
Check No:	0 Check Date:	
Vendor:	2776 Consolidated Electrical Dist.	
0351-439336	PD/elbow bell-ended/conduit/conduit cplg/3/4x1	970.63
		<u>970.63</u>

Check No:	0	Check Date:		
Vendor:	2874	Department of Justice Accounting Office		160.00
034168		PD\Fingerprint apps		17.00
034168 2		PD\Fingerprint - FBI		30.00
034168 3		PD\Fed LVL volteer - Billed		10.00
034168 4		PD\15/30 srchg DSS - Billed		
				<hr/> 217.00
Check No:	0	Check Date:		
Vendor:	2914	CivicPlus		2,065.36
148444		GG/Quarterly fee for Hosting & Support		
				<hr/> 2,065.36
Check No:	0	Check Date:		
Vendor:	2994	Richards Watson & Gershon		300.80
194886		GG/legal srvc-extra Ordinary/12671-0007 Spec		50.00
195762		GG/legal srvc-extra Ordinary/12671-0007 Spec		
				<hr/> 350.80
Check No:	0	Check Date:		
Vendor:	3039	Aspen Builders Inc.		27,058.59
G12004-10		PD/Pay #10 April 01 2014 thru April 30 2014		
				<hr/> 27,058.59
Check No:	0	Check Date:		
Vendor:	3051	Tehachapi Transmissions Inc.		385.65
5718		PD/frnt brake pad set/oil filter/mtr oil/caliper/air		4.30
5722		PD/windshield fluid		4.30
5723		PD/windshield fluid		
				<hr/> 394.25
Check No:	0	Check Date:		
Vendor:	3066	AECOM Technical Services Inc.		350.00
37431548		PD/construction admin		6,672.00
37436740		PD/construction admin		11,900.00
37443542		Building Plan Check services		1,408.00
37443546		Walmart FEMA CLOMR services		3,523.50
37443549		GG/2013 General Engineering Services		3,686.91
37443549 2		2013 General Engineering services/On-site inspe		2,206.08
37443549 2		CD/2013 General Engineering Services		1,113.03
37443549 2		2013 General Engineering services/On-site inspe		9,321.62
37443549 3		PD/2013 General Engineering Services/On-site I		3,774.31
37443554		Swr/Recycled water pump station design		39,930.42
37443563		Event Center infrastructure project		437.50
37443568		Encroachment Permit Assistance 2013/14		828.77
37443570		Tompkin Elementary improv. & Curry Median		10,718.20
37443574		Snyder Well intertie Project		6,661.50
37443579		WWTP upgrate const Admin		17,844.50
37443582		Freedom Plaza Project		2,153.00
37443606		COT Botanical survey		
				<hr/> 122,529.34
Check No:	0	Check Date:		
Vendor:	3104	Hilltop Publishers Home of The Loop		400.00
14644		GG/full page color ad/March 1 2014		
				<hr/> 400.00

Check No:	0	Check Date:		
Vendor:	3173	Soto Tire & Wheels		810.00
051914		PD/4 new tires/TE14		
				<u>810.00</u>
Check No:	0	Check Date:		
Vendor:	3199	Slick Fish Marketing Co.		95.00
1810		GG/new layout template for Talking Points		139.99
1817		GG/May Loop ad/stock images		80.00
1818		GG/updates to demographics flyer/prospect "We		
				<u>314.99</u>
Check No:	0	Check Date:		
Vendor:	3355	Got Weeds?		1,000.00
429		Airport/gardening & weed control		
				<u>1,000.00</u>
Check No:	0	Check Date:		
Vendor:	3374	Wells Tapping Service Inc.		1,500.00
7034		Wtr/8" insta-valve complete time & labor		375.00
7034 2		Wtr/4" hot tap		
				<u>1,875.00</u>
Check No:	0	Check Date:		
Vendor:	3511	Recover-Your-Cub.com		90.30
685		PD/flying time		
				<u>90.30</u>
Check No:	0	Check Date:		
Vendor:	3645	Blueprint Service		16.67
811366		PD/plotting b&w bond fr plot file/pickup&delive		18.84
813376		CD/plotting b&w bond flot file 1 set		
				<u>35.51</u>
Check No:	0	Check Date:		
Vendor:	3677	Bob Murray & Associates		1,456.18
5690		PD/professional services/Police Chief recruitmer		
				<u>1,456.18</u>
Check No:	0	Check Date:		
Vendor:	3711	Alpha Scapes Inc.		14,621.45
G12004-L-1		PD/landscape improvements/pay #1		
				<u>14,621.45</u>
Check No:	0	Check Date:		
Vendor:	3712	Cooley Construction		177,416.30
R08021-1		Challenger Drive Extension		
				<u>177,416.30</u>
Check No:	0	Check Date:		
Vendor:	3713	R. Eaton & Sons Concrete		3,800.00
172		PW/South Green strrt/400 sq. ft. sidewalk		
				<u>3,800.00</u>
Check No:	0	Check Date:		
Vendor:	3715	APWA		174.00
070114		GG/membership renewal FY2014-15/JSchlosser		
				<u>174.00</u>

					174.00
Check No:	0	Check Date:			
Vendor:	3716	Ruettgers & Schuler Civil Engineers			9,118.43
033114		Curry & Valley cross gutter removal/consulting s			11,864.40
043014		Curry & Valley cross gutter removal/consulting s			20,982.83
					20,982.83
Check No:	0	Check Date:			
Vendor:	3717	PSMJ Resources Inc.			1,321.43
IH2246-PF		GG/Project Management Bootcamp/training			1,321.43
					1,321.43
Check No:	0	Check Date:			
Vendor:	3718	Sam Wafford			100.00
101929		PD/snake out sewer			100.00
					100.00
Check No:	0	Check Date:			
Vendor:	3719	Randolph Rose Collection Inc.			9,500.00
ICSC14#101		Freedom Plaza bronze sculpture			9,500.00
					9,500.00
					558,342.56
				Date Totals:	558,342.56
					558,342.56
				Report Total:	558,342.56

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 5/15/2014 - 8:57 AM



			Check Amount
Check No:	40321	Check Date: 05/15/2014	
Vendor:	0032	City of Bakersfield	
051314		PD/Standardized Field Sobriety test/registration/	20.00
			20.00
Check No:	40322	Check Date: 05/15/2014	
Vendor:	0372	Southern California Edison	
1		Strts/Mulberry/Brentwood	70.94
10		Strts/800 S Curry st	28.60
11		Strts/Tehachapi bl/Dennison	11.80
12		Strts/Mill st S/O E st	10.98
13		Strts/Highline & Curry	16.10
14		Strts/213 W I st	10.98
15		Strts/F st E/O Mulberry	254.25
16		Strts/Mill and J st	106.07
17		Strts/TR 45361 Mulberry ap	54.74
18		Strts/Mill and J st	71.44
19		Strts/Tucker rd/Hwy 202	169.74
2		Strts/1300 Goodrick dr #Z	25.07
20		Strts/Curry st/Walnut	16.91
21		Strts/Highway 202	28.60
22		Swr/000000 Tehachapi bl	156.50
23		Strts/Tehachapi/Tucker	48.30
23		Wtr/129 Brentwood dr	2,084.44
24		Wtr/Curry	7,044.49
25		Wtr/126 S Snyder av	41.76
26		Wtr/Wht Oak extnd-E-Curry	1,119.71
27		Wtr/NW cor Anita/Dennison	2,872.27
28		Wtr/Pinon	2,513.56
29		Wtr/1299 S Curry st	2,168.32
3		Strts/Curry st S/O Pinon st	16.91
30		Swr/755 Steuber Well	772.32
31		Swr/800 Enterprise/WWTP	2,709.15
32		Swr/800 Enterprise/WWTP	7,039.23
33		Strts/100 W Tehachapi bl #B	156.25
34		Strts/101 W F st	251.02
35		Strts/TR 2995 Oakwood/Val	5,717.97
36		Strts/TR 2995 Oakwood/Val	24.68
37		Strts/TR 2995 Oakwood/Val	-22.36
38		Strts/TR 2995 Oakwood/Val	1,471.27
39		Strts/TR 2995 Oakwood/Val	521.36
4		Strts/Highway 202	62.52
40		Strts/TR 2995 Oakwood/Val/Miscellaneous adju	-884.16
41		Landscape/180 Valley	25.50
42		Landscape/115 Manzanita st	25.76
43		Landscape/209 E Highline rd PED	25.36
44		Landscape/311 Sutter st	25.64
45		Landscape/509 1/2 Pinon	25.49

46	Landscape/115 Manzanita In	25.36
47	Strts/Manzanite/Green	262.68
48	Landscape/1002 Applewood st	35.36
49	Landscape/1347 Clasico dr PED	27.65
5	Strts/710 W Teh blv	156.73
50	Landscape/1115 Alder av PED	25.36
51	Landscape/1415 Alder av PED	25.36
52	Landscape/Pinon st/East Orchard/Curry st	314.84
53	Landscape/1199 Canyon drive East	25.50
54	Landscape/1200 S Dennison	25.50
55	Landscape/1202 S Dennison	26.58
56	Landscape/1000 Canyon dr W	25.62
57	Landscape/Dennison/Pinon st	1,179.94
58	Landscape/Mill st/D st	64.29
59	Landscape/409 Bailey ct	206.62
6	Strts/Tucker/Valley	155.68
7	Strts/Valley bl W/O Dennison	388.93
8	Strts/Goodrick dr E/O Dennison	194.46
9	Strts/Dennison/Brett av	42.88
		<hr/>
		40,098.82
Check No:	40323 Check Date: 05/15/2014	
Vendor:	0433 Tehachapi Recycling	14,447.61
5032014	Recycling Contract	<hr/>
		14,447.61
Check No:	40324 Check Date: 05/15/2014	
Vendor:	0434 Tehachapi Sanitation	14,325.21
5012014	Kern County Gate fees	65,390.95
5022014	Refuse Contract	<hr/>
		79,716.16
Check No:	40325 Check Date: 05/15/2014	
Vendor:	1739 Chevron & Texaco Business Card Services	6,626.51
41217161 1	PD/fleet vehicles/fuel	313.28
41217161 2	GG/fleet vehicles/fuel	72.21
41217161 3	Finance/fleet vehicles/fuel	<hr/>
		7,012.00
Check No:	40326 Check Date: 05/15/2014	
Vendor:	2963 AT&T	47.23
5358371	Airport/fax	16.66
5360042	Swr/telemetry system	102.65
5369969	Swr/WWTP office	16.67
5369970	Swr/lift station	59.78
5369971	GG/City Hall fax	16.36
5369972	Airport/awos	31.56
5369973	PW/ fax	16.67
5369974	Airport/fuel system	91.66
5369977	Swr/scada	47.82
5370834	Depot	16.67
5371149	Auto dialer @ sump/1002 Applewood	<hr/>
		463.73
Check No:	40327 Check Date: 05/15/2014	
Vendor:	3011 Verizon Wireless	576.66
9724424692	PD/mobile broadband	

Check Amount

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Check No:	40328	Check Date:	05/15/2014		576.66
Vendor:	3274	Bright House Networks			148.28
052114		GG/internet services			148.28
Check No:	40329	Check Date:	05/15/2014		22,540.53
Vendor:	3577	EPIC Aviation LLC			22,540.53
6570542		Airport/AVGas 100LL			165,023.79
				Date Totals:	165,023.79
					165,023.79
				Report Total:	165,023.79

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# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
Printed: 5/19/2014 - 10:57 AM



			Check Amount
Check No:	40394	Check Date: 05/19/2014	
Vendor:	3714	DTSC	150.00
CAL000347276		Swr/Permit fee	<u>150.00</u>
			<u>150.00</u>
		Date Totals:	150.00
			<u>150.00</u>
		Report Total:	<u>150.00</u>
			<u>150.00</u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: delphina  
 Printed: 5/19/2014 - 1:01 PM



		Check Amount
Check No:	40395 Check Date: 05/19/2014	
Vendor:	0395 The Gas Company	18.44
050614 2	GG/non-residentail heat/115 S Robinson st	20.82
050914 1	GG/non-residentail/200 W Teh blv	532.56
050914 3	PD/non-residentail heat/220 W C st	122.01
050914 4	PD/non-residentail heat/129 E F st	45.85
050914 5	Airport/non-residentail/409 Bryan ct	17.18
050914 6	Airport/non-residentail/100 Commercial Way	17.18
050914 7	Cnstrc/non-residentail/100 Commercial Way	17.18
		774.04
Check No:	40396 Check Date: 05/19/2014	
Vendor:	2695 Home Depot Credit Services	8.72
0010809	Wtr/proof coil chain	37.54
0012552	Constr/2 pair blk pvc boots	52.43
0012562	GG/gorilla glue/bc fir ply	17.58
0012592	Cnstrct/roof brush/24" concrete broom	68.67
0012639	GG/moving blanket	5.42
0012649	Airport/sakrete concrete 60lb	108.15
0012659	Swr/1800w stem mt adjust lt photo cell/daylight	2.01
0012667	PW/key swikset	52.83
0021564	City Parks/wood preservative/terry towels/pellet	27.47
0571741	GG/swiffer wet jet starter kit display/key schlage	34.09
1010671	City Parks/paint cup/wood preservative gln	1.72
1021299	PW/emt strap	20.73
1021333	Swr/fastset glue/50lb sakrete concrete	24.70
1021382	PW/thread sealant/pvc cement/primer/galv nippl	8.73
1575121	Wtr/buckets & lids	8.49
2010532	GG/cemex 50lb 30 mesh sand	135.70
2010544	Cnstr/ratchet had/3 amp jobmax	19.57
2021164	Swr/25' clear vinyl	16.09
2023102	Wtr/Ortho home defense mas 1.33 gal wand	-4.88
2103940	Wtr/brass ftg/return	53.73
2132473	Swr/10.5 univ flat fee hand truck tire	85.87
214552	GG/pocket hose 50ft	4.88
2574967	Wtr/brass ftg	23.20
3011419	Swr/poly rope/manila rope	106.43
3011509	PW/Dewalt 1/2" 7.8a vsr drill	5.36
3011515	City Parks/sakrete 80lb masonry mortar	124.26
4011372	City Parks/paver sand 60lb	21.45
4022767	PW/ballast	38.64
5011188	Strts/Dewalt chalk 2.5bl/chalk reel	153.09
5012183	Swr/steel stakes/couplings/90deg elbow bell end	1.80
5012241	Airport/nipple/pvc risers	62.36
5104456	GG/brass hose y w-shutoff/gal nipple/garden val	40.21
5114935	GG/pvc & tube cutter/pvc pipe/glue/pvc el90d/pv	14.53
5590304	Cnstrc/hand cleaner	8.76
6012003	GG/poplar	8.76

6012059	GG/minwax wood finish	8.48
6012119	Strts/eyebolt w-nut/hook & eye turnbuckle	52.74
6571271	Wtr/dap aquarum silicone	4.91
6590875	GG/minwax wood finish/poplar	14.75
7011919	Swr/std df board/3" die-cut letter & numbers	18.70
7011979	GG/shelf/square pine	46.55
7011989	GG/diablo plywd blade/glide	33.28
7024017	Swr/12gln flip top tote/kitchen trash bags	65.42
7024092	GG/pine board	13.92
8011829	GG/45 deg el/junction bos/cutter/strap	121.98
8011871	PD/conical anch/bosch bit/hammer drill set	19.27
8012873	GG/69 key master padlock	4.02
8023853	PD/hole saw arbor pilot drill/hole saw	34.13
8023895	PD/switchblade selfec/bit	90.65
8023905	PW/steel htck wheel	31.15
8104392	Wtr/water pressure test gauge	12.56
9010909	City Parks/sand paper/35qt plastic storage box	21.83
9012728	Swr/light duty scrub sponge/tele skimmer/spong	18.10
9012728 2	Swr/light duty scrub sponge/tele skimmer/spong	16.00
9012780	PD/flex 2" coupling	4.52
9021819	Strts/loctite pwr grab clr prss pk 6oz	8.42
9314597	PD/elbow 2" sch40 90deg bell end	8.59
9561633	Cnstrct/pc 2-1/2" 16ga fin nail kit	165.80
9571867	Swr/3/8" drive 9/16" 6pt deep	3.20

2,209.30

Date Totals:

2,983.34

Report Total:

2,983.34

CITY OF TEHACHAPI  
 TREASURER'S REPORT  
 FY 2013-14

MONTH END BANK STATEMENT BALANCE

	BANK ACCOUNTS		MONTH END BANK STATEMENT BALANCE					
	Institution	Acct#	11/30/2013	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014
General Checking	Bank of the Sierra	21002-06457	579,140.46	781,210.25	537,954.17	256,058.01	1,040,774.41	936,260.25
Water Deposit Trust	Bank of the Sierra	21002-08503	110,951.00	106,341.00	108,871.00	115,083.47	107,421.00	111,061.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,619.15	87,621.34	87,623.53	87,625.70	87,627.72	87,629.88
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	53,979.57	53,804.13	46,614.71	47,320.42	47,145.57	46,294.05
AFLAC Flex Spending	Bank of the West	709-039747	16,270.41	15,500.99	15,818.29	14,243.86	13,553.50	15,341.63
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	167,820.20	35,221.49	75,904.18	110,410.13	34,552.47	76,555.98
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	0.00	0.00	0.00	0.00	0.00	53,490.63
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	226,042.90	226,042.90	226,042.90	226,042.90	436,469.15
RDA 2005	Bank of New York	870711-16	577,854.28	195,720.53	195,720.53	195,720.53	195,720.53	378,843.03
LAIF	State of California	98-15-914	11,550,955.23	11,350,955.23	12,858,914.56	12,858,914.56	11,048,914.56	10,755,949.96
<b>Total Funds in Banks</b>			<b>13,890,334.79</b>	<b>12,982,760.70</b>	<b>14,283,806.71</b>	<b>14,041,762.42</b>	<b>12,932,095.50</b>	<b>13,028,238.40</b>

	INVESTMENTS		MONTH END BANK STATEMENT BALANCE					
	Institution	Acct#	11/30/2013	12/31/2013	1/31/2014	2/28/2014	3/31/2014	4/30/2014
CSJVRMA Investment Pool	Chandler Asset Mgt	11113	2,025,056.00	2,016,239.00	2,025,852.00	2,029,266.00	2,023,753.00	2,029,011.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	184,657.42	184,888.41	185,126.94	185,365.32	185,580.83	186,548.66
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	570,748.43	570,748.43	570,748.43	570,748.43	570,748.43
<b>Total Investments</b>			<b>3,052,921.61</b>	<b>2,906,880.94</b>	<b>2,916,732.47</b>	<b>2,920,384.85</b>	<b>2,915,087.36</b>	<b>2,921,313.19</b>
<b>TOTAL PORTFOLIO</b>			<b>16,943,256.40</b>	<b>15,889,641.64</b>	<b>17,200,539.18</b>	<b>16,962,147.27</b>	<b>15,847,182.86</b>	<b>15,949,551.59</b>



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

# COUNCIL REPORTS

**MEETING DATE:** June 2, 2014    **AGENDA SECTION:** Airport Manager

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

**FROM:** Tom Glasgow, Airport Manager

**DATE:** May 29, 2014

**SUBJECT:** New Airport Agreement

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## BACKGROUND

Johnston's Motorcycle Training Center, through the Motorcycle Safety Foundation, would like to utilize the east ramp area in front of Aviator City Park (120' X 220') to conduct certified motorcycle training. The training is for beginning riders to receive 15 hours of instruction/training. Upon completion of the two-day course students will receive a DL-389 waiver to take to the DMV to obtain a motorcycle license endorsement. This course will be offered at least once a month and is open to the public.

## FISCAL IMPACT

- \$160.00/month
- \$1,920.00/year

## RECOMMENDATION

Enter into a Month-to-Month Agreement with Johnston's Motorcycle Training Center for use of the ramp area adjacent to Aviator City Park, subject to approval by the City Attorney.

**JOHNSTON'S MOTORCYCLE TRAINING CENTER**

**-Tehachapi Site-**

P.O. Box 502

Little Rock, California 93543

(866) 290-2863

(661) 264-3802

(661) 202-6246, cell

**2014 Training Schedule**

*REVISED AFTER APPROVAL 5/20/2014*

January 2014 – N/A

February 2014 – N/A

March 15 & 16, 2014 - N/A

April 5 & 6, 2014 – N/A

May 24 & 25, 2014 – N/A

June 28 & 29, 2014 – *Tentative First Class*

July 26 & 27, 2014

August 16 & 17, 2014

September 20 & 21, 2014 – ***REMOVE COVERS AFTER CLASS***

October 18 & 19, 2014

November 15 & 16, 2014

December 20 & 21, 2014

**MOTORCYCLE SAFETY FOUNDATION (MSF)  
Vision/Mission Statement**

**Vision**

The MSF is an internationally recognized not-for-profit foundation, supported by motorcycle manufacturers, that provides leadership to the motorcycle safety community through its expertise, tools and partnerships.

**Mission**

To make motorcycling safer and more enjoyable by ensuring access to lifelong quality education and training for current and prospective riders, and by advocating a safer riding environment

## MSF Sponsors

The Motorcycle Safety Foundation is a national, not-for-profit organization sponsored by the U.S. manufacturers and distributors of:



BMW  
[www.bmwmotorcycles.com](http://www.bmwmotorcycles.com)



Bombardier Recreational Products  
[www.brp.com](http://www.brp.com)

**DUCATI**

Ducati  
[www.ducatiusa.com](http://www.ducatiusa.com)



Harley-Davidson  
[www.harley-davidson.com](http://www.harley-davidson.com)

**HONDA**

Honda  
[www.hondamotorcycle.com](http://www.hondamotorcycle.com)

**Kawasaki**

Kawasaki  
[www.kawasaki.com](http://www.kawasaki.com)



KTM Sportmotorcycle USA  
[www.ktmusa.com](http://www.ktmusa.com)



Piaggio/Vespa  
[www.piaggiouusa.com](http://www.piaggiouusa.com)

**SUZUKI**

Suzuki  
[www.suzukicycles.com](http://www.suzukicycles.com)

**TRIUMPH**

Triumph  
[www.triumph.co.uk/usa/](http://www.triumph.co.uk/usa/)



Victory  
[www.victory-usa.com](http://www.victory-usa.com)

**YAMAHA**

Yamaha  
[www.yamaha-motor.com](http://www.yamaha-motor.com)

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the CITY OF TEHACHAPI ("City") and JOHNSTON'S MOTORCYCLE TRAINING CENTER, [*INC./LLC/GP, a California Corporation, Limited Liability Company, General Partnership*] ("Licensee"),

### **WITNESSETH:**

WHEREAS, Licensee has requested the use of the City's Aviator Park to provide certified motorcycle training for beginning motorcycle riders, including five (5) hours of classroom instruction and ten (10) hours with a 90 foot by 220 foot riding range which, upon successful completion, will provide each student with a waiver (DL-389) to obtain a motorcycle license endorsement from the Department of Motor Vehicles; (the "Approved Use"); and

WHEREAS, City is agreeable to Licensee's use of the Premises for the Approved Use under the terms and conditions described hereinafter and Licensee is agreeable to same.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby grants to Licensee a revocable license to use the Premises for the Approved Use subject to the terms and conditions described hereinafter. Licensee shall pay City [\$50.00] per month payable in advance on the first day of each month which shall represent a nonrefundable fee (the "Fee") for the use of the Premises. Subject to approval of the Airport Manager, Licensee may use the Premises in 2014 on the following dates from 6:00 a.m. to 9:00 p.m.: June 28-29; July 19-20; August 16-17; September 20-21; October 18-19; November 15-16; and December 20-21 (subject to renewal or extension of Licensee's comprehensive general public liability insurance as more particularly described in Paragraph 6). Licensee may also use the Premises on Sunday immediately following each of the foregoing Saturdays subject to prior approval of the Airport Manager.

Notwithstanding the foregoing, the Airport Manager may deny Licensee's use of the Premises on any of the foregoing dates without notice, in his sole and absolute discretion.

3. Licensee acknowledges that it has investigated the Premises and fully understands that the Premises are not maintained for the Approved Use, that they may be dangerous to use, and that there are significant hazards on the Premises which make injury or damage to persons and property likely to occur. Licensee agrees to assume the full and complete risk of the use of the Premises. Licensee agrees to accept the Premises "AS IS".

4. Licensee may use the Premises only for the Approved Use. Licensee shall limit the number of students for each month's use to twelve (12) students. Licensee shall be solely responsible for its vehicles and motorcycles and all other personal property brought on to the Premises by Licensee or those acting on its behalf. Except as described herein, Licensee shall make no other use of the Premises without the express written consent of City. Licensee shall not bring on to the Premises, use, or authorize or allow the use of any hazardous material on the Premises. In addition to the foregoing, Licensee shall be responsible and liable for the following:

(a) No representatives of Licensee nor persons acting through it or under its control nor any motorcycle riders or visitors or guests shall trespass on to or otherwise use the real property or facilities adjoining the Premises (except as necessary to access the Premises) and no part of same shall be disturbed or damaged in any way; and

(b) Licensee shall cause barricades, signs, security services, and other similar devices to be installed in appropriate locations along the Premises for the purpose of blocking off the Premises from vehicular or pedestrian traffic as approved or directed by City to insure safety of Licensee, its employees, contractors, motorcycle riders, guests, other users of the Premises, and others visiting the Premises and same shall be to City specifications and at Licensee's sole cost and expense; and

(c) Licensee shall provide appropriate sanitary facilities at Licensee's sole cost and expense; and

(d) Licensee shall not allow alcoholic beverages on the Premises; and

(e) Licensee shall not damage the Premises and shall immediately remove any personal property directed to be removed by the Airport Manager or his representative; and

(f) Licensee shall provide an area on the Premises for adequate parking for anticipated motorcycle riders and guests and for its employees; and

(g) Licensee shall not erect any signage except with City's prior approval; and

(h) Licensee shall not obstruct any signs on the Airport, nor interfere with persons wishing to access the Airport; and

(i) Licensee shall fully comply with and abide by all conditions imposed on Licensee's use of the Premises set forth in the Special Use Permit issued by the City of Tehachapi.

5. Licensee, for itself and its respective officers, directors, shareholders, partners, employees, contracts, agents, investors, students, and representatives (hereinafter "Licensee and Others") hereby releases City, its officers, Councilmembers, employees, agents, and representatives (hereinafter "City and Others") from any and all claims, rights, demands, liabilities, obligations, judgments, injuries, damages, attorney's fees, actions, and causes of action, in law, equity, or otherwise ("Claims"), relating to or arising out of Licensee's use of the Premises, and the foregoing shall also apply to any Claims attributable in whole or in part or in any way to any act or omission to act or any negligence or intentional act whatsoever of City. Licensee hereby expressly waives the benefits of the provisions of Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

6. Licensee shall acquire and maintain a policy of comprehensive general public liability insurance covering Licensee's acts and omissions on the Premises. The policy described in the certificate of insurance attached hereto as Exhibit "B" and by this reference made a part hereof (the "Certificate") is deemed adequate and satisfactory by City, provided, however, that applicant's use of the Premises for December 20-21, 2014 shall be allowed conditionally only and shall be revoked except and unless Licensee provides City with an extension of its insurance policy from the present date of termination, December 15, 2014, to and through December 21, 2014 and provides City with an amended Certificate or newly issued Certificate evidencing same. The policy shall be in amounts not less than \$2 million per occurrence and shall name City and Others as additional insureds. The policy shall not be cancelable nor may coverage be reduced without 10 days prior written notice to City. The policy shall be primary insurance and City's insurance shall not be called upon to pay any Claims related thereto until the full amount of Licensee's policy has been used. The policy shall designate the Premises as covered by the policy. Licensee shall provide City with a copy of Licensee's insurance policy, including declarations page and all endorsements and exclusions, and Licensee shall not utilize the Premises until City has approved the contents of the policy in writing.

7. Licensee and Others hereby indemnify, agree to defend (at City's option), and hold harmless City and Others from any and all Claims arising out of or related to Licensee's use of the Premises and the foregoing shall also apply to any Claims attributable in whole or in part or in any way whatsoever to any act or omission to act or any negligence or any intentional act whatsoever of City. Licensee shall require each motorcycle rider to execute a Waiver and Release in substantially the form described in Exhibit "C" attached hereto and by this reference made a part hereof and to provide the originals of same to the City Manager at the commencement of each month's use.

8. Licensee shall not damage the Premises, any fixtures thereon, or any personal property contained thereon or any other part of the Premises or adjoining properties. If City, in City's sole discretion, determines that Licensee has caused damage, City shall notify Licensee within 30 days of its discovery of the damage and City may make the repairs or cause the repairs to be made at the sole and exclusive expense of Licensee. Licensee shall thereafter reimburse City within 10 days of receipt of City's invoice for the repair of the damage. The amount of the damage shall accrue interest at the rate of 10% simple interest per annum after 10 days from the date of the invoice if reimbursement has not then been made. Licensee shall not interfere with other uses of the Premises whether by City or others authorized by City or users of the adjoining properties and shall take instruction and orders from City representatives to prevent such interruption.

9. City may terminate this Agreement due to a breach by Licensee of this Agreement or a failure by Licensee to perform any of the obligations required hereunder and such termination shall be effective immediately upon notification of any representative of Licensee on the Premises either in writing or verbally, in City's sole discretion. In the event of a termination based on the foregoing, no part of the Fee shall be refundable. City may terminate this Agreement at any time without cause and without notice and in the event of such termination, City shall refund the prorata share of the Fee based on \$25.00 per day for each day of the Approved Use remaining for the month in which termination occurred. **IN THE EVENT CITY TERMINATES THIS LICENSE AT ANY TIME WITHOUT CAUSE AT CITY'S SOLE AND ABSOLUTE DISCRETION, LICENSEE SHALL IMMEDIATELY CEASE ALL ACTIVITIES ON THE PREMISES AND VACATE THE PREMISES.** In the event of such a termination, Licensee agrees that City shall have and incur no liability, including without limitation, for injuries or damages to Licensee.

10. Licensee shall comply with all requirements with all governmental authorities, enforce either now or in the future, affecting the Premises or the Approved Use, and shall faithfully observe in its use all laws, rules and regulations of those authorities, in force either now or in the future including, but not limited to, all such laws, statutes, rules, regulations, ordinances, resolutions, and minute orders of all federal, state, and local authorities, and of the City of Tehachapi.

11. The covenants and agreements herein contained are binding on Licensee and its respective officers, directors, shareholders, partners, employees, contractors, agents, investors, representatives, successors, and assigns.

12. In the event either party commences suit or action in any court of competent jurisdiction which arises out of, relates to, or is to interpret or enforce any condition, term, or provision of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

13. This Agreement shall be governed by the laws of the State of California.

14. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (i) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (ii) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt deemed the date of service, (iii) three business days following deposit in the United States Mail, Postage Prepaid, (iv) when sent by confirmed facsimile transmission, or (v) when sent by electronic mail ("Email") to the following addresses: City - Tom Glasgow, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - [tglasgow@tehachapicityhall.com](mailto:tglasgow@tehachapicityhall.com); Licensee – John Johnston, P. O. Box 502, Littlerock, California 93543, Fax – ( ) \_\_\_\_\_, Email – [info@johnstonmotorcyclctrainingcenter.com](mailto:info@johnstonmotorcyclctrainingcenter.com).

15. Licensee represents and warrants as follows:

(a) That it is a [*Corporation/LLC/Etc.*] duly organized and validly existing under the laws of the State of California and in good standing in the State of California;

(b) That it is solvent and has not filed a petition in bankruptcy nor has one been filed against it nor does it contemplate the filing of same;

(c) That the person signing this Agreement on behalf of Licensee is authorized, by his or her signature alone, to do so and to thereby bind Licensee to same; and

(d) That it has the skill, training, and expertise to conduct safely and without undue risk of injury or damage to others or things the Approved Use.

16. The parties agree that this Agreement has been the product of negotiation between the parties and that any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

17. This Agreement represents the final expression of the agreement between the parties with regard to the subject matter herein and a complete and exclusive statement of the terms thereof. This Agreement supersedes, extinguishes, and is in lieu of any and all other agreements, negotiations, understandings and representations which may have been made or entered into by and between the parties.

18. The waiver by either party of any breach of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach.

19. If any portion of this Agreement shall be considered invalid by a court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the Agreement and said Agreement shall continue in full force and effect as if the invalid portion had not been included therein.

20. All amendments to this Agreement shall be in writing and must be signed by all parties.

21. Licensee may not assign, sublet, license, encumber, or otherwise transfer, either voluntarily or involuntarily, its rights, interests, or obligations, or any part thereof, hereunder without the prior written consent of City which consent may be given or denied at the sole and exclusive discretion of City.

22. City does not represent or warrant the condition of the Premises nor its usability for the purposes for which Licensee is authorized to use it.

23. Upon termination of this Agreement, Licensee shall return the Premises to City in the same condition as Licensee received it or better, reasonable wear and tear excepted. Licensee shall be liable for any and all damages caused to the Premises and for the clean up of any hazardous material or hazardous waste left on the Premises as of Licensee's use thereof.

24. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

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

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

JOHNSTON'S MOTORCYCLE TRAINING  
CENTER, [*INC./LLC, a California  
Corporation/Limited Liability Company*],  
**Licensee**

By: \_\_\_\_\_  
JOHN JOHNSTON, \_\_\_\_\_

**EXHIBIT "A"**

**EXHIBIT "B"**  
**[Certificate of Insurance]**

**EXHIBIT "C"**  
**[Waiver And Release]**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

I, the undersigned, HEREBY ACKNOWLEDGE that I have voluntarily applied to participate in the motorcycle safety training program sponsored by Johnston's Motorcycle Training Center at Aviator Park (the "Facility") owned by the City of Tehachapi ("City") on \_\_\_\_\_, 2014 in which I will be operating a motorcycle which will create the risk of accident or other dangerous occurrence which may cause severe injury including death (the "Activity").

I AM AWARE THAT SUCH ACTIVITY IS A DANGEROUS AND HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY OR DEATH AS A RESULT THEREOF. PLEASE INITIAL \_\_\_\_\_.

AS LAWFUL CONSIDERATION for permitting me to participate in this Activity I, on behalf of myself and my heirs, distributees, guardians, legal representatives and assigns will not make a claim against, sue, attach the property of, or prosecute the CITY OF TEHACHAPI, or its officers, Council persons, directors, employees, volunteers, agents or contractors, or any other person, as a result of my participation in the Activity. In addition I hereby release and discharge the City from all actions, claims or demands that I, on behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns now have or may hereafter have for injury, death, or damage resulting from my participation in the Activity. I, on behalf of myself hereby assume and accept the full risk and danger of any injury (including death) and damage which may occur by reason of any matter, thing, or condition, or negligence or fault of the City.

It is understood and agreed that this Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, and all rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. Said section reads as follows:

"1542. A general release does not extend claims which the creditor does not know or suspect to exist in his or her favor all the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY AND SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Signature



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014    AGENDA SECTION: COMMUNITY OUTREACH

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

**FROM:**                MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

**DATE:**                MAY 27, 2014

**SUBJECT:**            HOTDOG FESTIVAL 2014 – KIDDIE AMUSEMENTS OF BAKERSFIELD

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## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Kiddie Amusements of Bakersfield for entertainment at the July 4<sup>th</sup> Hotdog Festival. Kiddie Amusements will provide one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 4:00 pm on July 4, 2014.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS OF BAKERSFIELD**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and Cheryl Ruiz dba Kiddie Amusements of Bakersfield [*INC., a California Corporation*], hereinafter "Contractor,"

**W I T N E S S E I H:**

**WHEREAS**, City is sponsoring a July 4, 2014 Hot Dog Festival and wishes to contract with Contractor to provide certain amusements (the "Entertainment"); and

**WHEREAS**, Contractor wishes to contract with City to provide the Entertainment and City is agreeable thereto under the terms and conditions hereinafter described.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees to provide the following Entertainment: One (1) Bounce House, One (1) Giant Slide, One (1) Obstacle Course, One (1) Monkey Motion, and One (1) Rock Wall on July 4, 2014 at Central Park in Tehachapi, California from 11:00 a.m. to 4:00 p.m. (the "Entertainment").
3. All costs incurred by Contractor in providing the Entertainment including, without limitation, insurance costs and fees, transportation, sales tax, and administration, shall be paid by Contractor at its sole cost and expense.
4. In the performance of Contractor's duties hereunder, Contractor shall provide One Bounce House, One Giant Slide, One Obstacle Course, One Monkey Motion, and One Rock Wall; all amusements including but not limited to all equipment, supplies, and other items necessary or convenient to providing the Entertainment at Contractor's sole cost and expense.
5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder

in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insured and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

7. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon notice to Contractor at City's sole and absolute discretion in which case this Agreement shall terminate immediately. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

8. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of

same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

10. Contractor shall not assign any portion of this Agreement to any other person or entity.

11. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

12. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone – (661) 822-2200; and Contractor – Cheryl Ruiz, 1400 "G" Street, Bakersfield, California, 93301, [www.kiddieamusement.com](http://www.kiddieamusement.com) of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

13. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

14. This Agreement may be amended only by a writing executed by all parties.

15. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

16. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

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

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

Kiddie Amusements of Tehachapi,  
"Contractor"

By: \_\_\_\_\_  
Name: Cheryl Ruiz  
Its:



APPROVED

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

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

Handwritten signatures in black ink are present over the signature lines for the Department Head and City Manager.

# COUNCIL REPORTS

**MEETING DATE:** JUNE 2, 2014    **AGENDA SECTION:** COMMUNITY OUTREACH

---

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

**FROM:** MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

**DATE:** May 27, 2014

**SUBJECT:** HOTDOG FESTIVAL 2014 – HIGHLINE

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Highline for entertainment at the July 4<sup>th</sup> Hotdog Festival. Highline will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 5:00 pm to 6:30 pm on July 4, 2014. Payment for this entertainment will be in the amount of \$300.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND HIGHLINE**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and HIGHLINE, hereinafter "Contractor,"

**WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4<sup>th</sup> Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Contractor will perform on July 4, 2014 as follows (the "Entertainment"): at the Coy Burnett Field in Tehachapi, California from 5:00 p.m. – 6:30 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$300.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor – Kathleen Bouldin, 19893 Adalente Ct., Tehachapi, CA 93561, Phone – (661) 661-822-4606. Any party may change any

of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

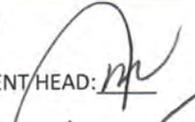
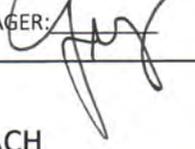
\_\_\_\_\_  
PHIL SMITH, Mayor,  
City of Tehachapi, California

HIGHLINE

By: \_\_\_\_\_  
Kathleen Bouldin



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE 2, 2014 AGENDA SECTION: COMMUNITY OUTREACH

---

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

**FROM:** MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

**DATE:** May 27, 2014

**SUBJECT:** HOTDOG FESTIVAL 2014 – BB BOYS

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and BB Boys for entertainment at the July 4<sup>th</sup> Hotdog Festival. Bb Boys will provide a musical performance at Central Park in Tehachapi, CA, from 11:00 am to 1:30 pm on July 4, 2014. Payment for this entertainment will be in the amount of \$300.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND BB BOYS**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and BB BOYS dba Bob Schetter, hereinafter "Contractor,"

**WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4<sup>th</sup> Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Contractor agrees that the Contractor will perform on July 4, 2014 as follows (the "Entertainment"): at the Central Park in Tehachapi, California from 11:00 a.m. – 1:30 a.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$300.00.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Bob Schetter, 24890 Haven Lane, Tehachapi, CA 93561. Any party may change any of the foregoing as

it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

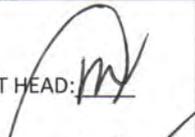
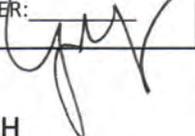
\_\_\_\_\_  
PHILIP SMITH, Mayor,  
City of Tehachapi, California

BB BOYS

By: \_\_\_\_\_  
Bob Schetter



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: JUNE 2, 2014 AGENDA SECTION: COMMUNITY OUTREACH

---

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

**FROM:** MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

**DATE:** May 27, 2014

**SUBJECT:** HOTDOG FESTIVAL 2014 – TPOPS

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## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and TPOps for entertainment at the July 4<sup>th</sup> Hotdog Festival. TPOps will provide a musical performance at Central Park in Tehachapi, CA, from 1:30 pm to 4:00 pm on July 4, 2014. Payment for this entertainment will be in the amount of \$500.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TPOPS**

**AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI POPS, hereinafter "Contractor,"

**WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4 Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Contractor agrees that the Orchestra will perform on July 4, 2014 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 1:30 p.m. – 4:00 p.m.

3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00 payable upon completion of the Entertainment.

4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from

any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor – Debby Hand, 206 East F Street, Tehachapi, California 93561, Telephone - (661) 823-9994. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

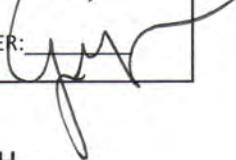
—  
\_\_\_\_\_  
PHIL SMITH, Mayor  
City of Tehachapi, California

TEHACHAPI POPS

\_\_\_\_\_  
Deborah Hand



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE 2, 2014 AGENDA SECTION: COMMUNITY OUTREACH

---

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

**FROM:** MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

**DATE:** May 27, 2014

**SUBJECT:** HOTDOG FESTIVAL 2014 – TEHACHAPI COMMUNITY ORCHESTRA

---

## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Tehachapi Community Orchestra for entertainment at the July 4<sup>th</sup> Hotdog Festival. Tehachapi Community Orchestra will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 7:00 pm to 9:00 pm on July 4, 2014. Payment for this entertainment will be in the amount of \$500.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY ORCHESTRA**

## **AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI COMMUNITY ORCHESTRA, a non-profit corporation, hereinafter "Contractor,"

### **WITNESSETH:**

**WHEREAS**, City is sponsoring the July 4<sup>th</sup> Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

**WHEREAS**, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. Contractor agrees that the Orchestra will perform on July 4, 2014 as follows (the "Entertainment"): at the Coy Burnett Field (Jacobsen Middle School) in Tehachapi, California from 7:00 p.m. – 9:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

9. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Sharon Ellsworth, 123 White Oak Dr, Tehachapi, CA 93561. Any party may change any of the foregoing

as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

\_\_\_\_\_  
\_\_\_\_\_  
PHIL SMITH, Mayor,  
City of Tehachapi, California

TEHACHAPI COMMUNITY ORCHESTRA

By: \_\_\_\_\_  
Gayle Pitchford, President

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: CITY MANAGER: **MEETING DATE:** June 2, 2014 **AGENDA SECTION:** COMMUNITY DEVELOPMENT

---

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

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

**DATE:** May 22, 2014

**SUBJECT:** A CITY COUNCIL RESOLUTION AND ASSOCIATED COOPERATIVE AGREEMENT TO ENTER INTO A THREE YEAR COOPERATIVE AGREEMENT WITH THE COUNTY OF KERN RELATIVE TO PURSUING AND MANAGING CDBG AND RELATED FUNDING

---

## BACKGROUND:

The attached Resolution and associated cooperative agreement between the City of Tehachapi and the County of Kern will re-establish our participation with the Kern County Community Program Department for three (3) years commencing with Fiscal Year 2015-2016 and continuing through Fiscal Year 2017-2018. Our existing agreement is due to expire in June of 2015 and if the City desires to continue pursuing our CDBG and other related funding through Kern County we need to adopt a Resolution to that end and execute the associated agreement and return same to the Community Development Program Department by June 20, 2014, even though there is one (1) year remaining on the current agreement. HUD requires that cooperative agreement renewals be completed and executed one (1) year in advance of the actual expiration. By entering into this agreement the City will be prohibited from pursuing CDBG funding directly from the State until our agreement expires and the City elects not to renew the agreement.

## OPTIONS:

There are only two (2) options available as follows:

- Adopt the subject Resolution enclosed herein as Attachment A and execute the associated agreement enclosed herein as Attachment B with the County of Kern to participate with the Kern County Community Development Program.
- Do not adopt the subject Resolution enclosed herein as Attachment A and do not enter into a cooperative agreement with the County of Kern enclosed herein as Attachment B and pursue CDBG and related funding directly from the State of California.

## FISCAL IMPACT:

By entering into an agreement with the County of Kern, the City will maintain the status quo. Based on the County's entitlement formula the City typically receives approximately \$50,000.00 per fiscal year, which we can apply towards projects that eliminate blight and blighting influences and benefit primarily families and individuals and neighborhoods within the low to moderate-income range and neighborhoods dominated by

families within the low to medium range as defined by HUD. With respect to pursuing CDBG funding directly from the State, at this juncture there has not been adequate research to know with certainty if this option would be a more fiscally sound approach. Additionally, the County of Kern possesses Staff with the expertise to navigate the system, so to speak, and they (the Kern County Community Development Department) have represented the City well in the past and Staff has every expectation that this level of service will continue over the course of this three (3) year agreement.

**RECOMMENDATION:**

Given the uncertainty of pursuing CDBG funding directly from the State and City Staff's lack of expertise in this regard, it is Staff's recommendation that the Council adopt the subject Resolution (Attachment A) and execute the related agreement between the City of Tehachapi and the County of Kern (Attachment B).

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI TO COOPERATE WITH THE COUNTY OF KERN**

WHEREAS, the U.S. Department of Housing and Urban Development has identified this City as authorized to be included in the County of Kern's Community Development Block Grant program entitlement pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (hereinafter the "Act"); and

WHEREAS, HUD has notified the County of Kern that it is a participant in the HOME Investment Partnerships program as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

WHEREAS, the Act requires the execution of a Cooperation Agreement between this City and the County of Kern; and

WHEREAS, such Agreement allows this City's population to be included with the County of Kern's in determining a basic annual Community Development Block Grant and HOME Investment Partnerships program grant amount; and

WHEREAS, it is the intention of this City to enter into such an Agreement with the County of Kern to cooperate in undertaking, or assist in undertaking, essential community renewal and lower income housing assistance activities in the incorporated area of this City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tehachapi:

1. Elects to participate in the Community Development Block Grant and HOME Investment Partnerships programs for the three program years commencing with 2015-2016 and continuing through 2017-2018 in accordance with the regulations by the Act;

2. Directs the Mayor to sign the required Agreements; and

3. Authorizes Greg Garrett, City Manager, from this City to execute and/or perform all other appropriate acts necessary to accomplish the purpose of the Resolution.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting on the 2<sup>nd</sup> day of June, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

ATTEST:  
  
\_\_\_\_\_

ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 2, 2014.

---

ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

COOPERATION AGREEMENT FOR COMMUNITY DEVELOPMENT

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter "COUNTY") and the CITY OF TEHACHAPI, a municipal corporation located within Kern County (hereinafter "CITY"),

WITNESSETH

WHEREAS, the United States Department of Housing and Urban Development (hereinafter "HUD") has notified the COUNTY that it is considered to have the required qualifications (determination of essential powers) to participate in the Community Development Block Grant Entitlement (hereinafter "CDBG") program as an urban county as that term is defined in Title I of the Housing and Community Development Act of 1974, as amended (hereinafter the "Act"); and

WHEREAS, HUD has notified the COUNTY that it is a participant in the HOME Investment Partnerships Program (HOME) as defined in Title II of the Cranston-Gonzales National Affordable Housing Act of 1990, as amended; and

WHEREAS, HUD has notified the COUNTY that it is a participant in the Emergency Solutions Grants (ESG) Program; and

WHEREAS, the CDBG qualification process requires that following HUD's determination that a county possesses the essential powers to participate in the CDBG program as an urban county, the units of general local government within the county be notified of their opportunity to participate in the county's CDBG, HOME, and ESG programs by entering into a cooperation agreement with the designated urban county; and

WHEREAS, such cooperation agreements provide that the unit of general local government and the county will cooperate in essential community development and housing assistance activities and that the area and population of the unit of general local government will be included with that of the county by HUD in determining funding levels; and

WHEREAS, the COUNTY has notified the CITY of the opportunity to participate in the COUNTY's CDBG, HOME, and ESG programs; and

WHEREAS, the CITY desires to participate in and be a part of the COUNTY's CDBG, HOME, and ESG programs;

NOW, THEREFORE, it is mutually agreed between the COUNTY and the CITY as follows:

1. This Agreement shall remain in effect through the 2017 program year (a program year is the twelve month period commencing July 1 and continuing through and including the following June 30). Therefore the CITY shall participate in the COUNTY's CDBG, HOME, and ESG programs during federal fiscal years 2015, 2016, and 2017, and does therefore approve and acknowledge the COUNTY's authority to carry out activities that will be funded from annual CDBG, HOME, and ESG appropriations for the federal fiscal years for which the COUNTY is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for completion of funded activities and the expenditure of any such funds granted by the COUNTY to the CITY. The Cooperation Agreement must remain in effect until the CDBG (and HOME and ESG, where applicable) funds and program income received with respect to activities carried out during the three-year

qualification period are expended and the funding activities completed.

2. While it remains in effect, neither the COUNTY nor the CITY shall terminate or withdraw from this Agreement (other than as provided by rules and regulations of the Act adopted by the Federal government subsequent to this Agreement).

3. The COUNTY and the CITY shall cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

4. The COUNTY shall have final responsibility for selecting CDBG, HOME, and ESG activities, for the filing of the Consolidated Plan with HUD, and implementing the Consolidated Plan as approved by HUD.

5. The CITY shall undertake, without reservation or intent to obstruct, all actions determined by the COUNTY or HUD to be necessary to carry out the CDBG, HOME, and ESG programs and the approved Consolidated Plan and to comply with all CDBG, HOME, and ESG program requirements and applicable Federal and State laws and regulations during the three program years for which the COUNTY qualifies as an urban county and for such additional time as may be required for completion of funded activities and the expenditure of funds granted by the COUNTY for such period.

6. The COUNTY and CITY hereby assume the obligation to take all required actions necessary to assure compliance with the COUNTY's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing, section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and any and all other applicable laws, regulations and orders. By this assumption, the COUNTY and CITY recognize and accept the provisions of the Act prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair housing certification.

7. Pursuant to the requirements of the Act and implementing regulations found at 24 CFR 570.501(b), the CITY hereby agrees to be subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as precedent to implementation of individual CDBG funded activities, as set forth at 24 CFR 570.503.

8. The CITY shall maintain appropriate record of and return to the COUNTY on receipt by the CITY, any income generated by the expenditure of CDBG, HOME, and ESG funds received by the CITY. In the event of the CITY's community development program close-out or change in the CITY's status, any such program income that is on hand or received by the CITY subsequent to such close-out or change in status shall immediately be paid to the COUNTY.

9. The CITY has adopted and is enforcing:

- a. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

or directed to the CITY, addressed as follows:

Clerk of the City Council  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561-1722

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Recommended and Approved as to Content  
PLANNING AND COMMUNITY DEVELOPMENT  
DEPARTMENT

COUNTY OF KERN

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
"COUNTY"

Approved as to Form:  
OFFICE OF COUNTY COUNSEL

CITY OF TEHACHAPI

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
"CITY"

10. The CITY shall comply with those provisions of the CDBG, HOME, and ESG program which apply to real property acquired or improved in whole or in part using CDBG, HOME, and ESG funds and which is within the control of the CITY. Such provisions include CITY responsibility to:

- a. make timely notification to the COUNTY of any modifications or change in the use of the real property from that planned and approved by the COUNTY at the time of acquisition or improvement, including its disposition;
- b. reimburse the COUNTY in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-HUD funds) of property acquired or improved with CDBG, HOME, or ESG funds and that is sold or transferred for a use which does not qualify under CDBG, HOME, or ESG program regulations; and
- c. immediately return to the COUNTY any program income generated from the disposition or transfer of property prior to or subsequent to close-out, change of status or termination of this Agreement of Cooperation.

11. The CITY understands and agrees that, as a part of the COUNTY's CDBG program:

- a. it may not apply (except as otherwise provided by legislation adopted by the Federal government subsequent to this Agreement) for grants under the HUD-Administered or State-Administered Small Cities or State CDBG programs from appropriations from a fiscal year for which it is participating in the Entitlement CDBG Program with the COUNTY; and
- b. it may receive a formula allocation under the HOME Investment Partnerships program or Emergency Solution Grants program only through the COUNTY, regardless of whether the COUNTY receives a HOME Investment Partnerships or Emergency Solutions Grant formula allocation.

12. CITY agrees that it may not sell, trade, or otherwise transfer all or any portion of its HUD funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

13. This Agreement may only be modified by an instrument in writing executed by the COUNTY and the CITY and approved by HUD.

14. Any and all notices sent pursuant to, or in furtherance of the purposes of, this Agreement shall be deemed delivered if personally served upon the Clerk of the Board of Supervisors of the COUNTY or upon the Clerk of the City Council of the CITY, or if sent via the United States Postal Service, postage prepaid, directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors  
County of Kern  
1115 Truxtun Avenue, Fifth Floor  
Bakersfield, California 93301

# COUNCIL REPORTS

MEETING DATE: June 2, 2014    AGENDA SECTION: COMMUNITY DEVELOPMENT

---

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

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

**DATE:**         May 22, 2014

**SUBJECT:**     PLANNING/PERMITTING FEE ADJUSTMENT

---

**BACKGROUND:**

As the City Council may be aware, in October 28, 2005 MuniFinancial completed a Planning, Engineering and Building User Fee study. The purpose of the study was to determine if the City's permitting fees were adequate/appropriate pursuant to the Mitigation Fee Act contained in California Government Code 6600. Subsequently on January 9, 2006 the City Council adopted Resolution No. 02-06 enclosed herein as Attachment A which set the full cost recovery fees the City charges applicants to this day.

Recently, the City was approached by an individual interested in establishing a Large Family Day Care facility. The prospective applicant inquired as to the processing fee. The adopted fee schedule identifies the cost of case processing for every type of permit soup to nuts, so to speak. Unfortunately however, the fee study did not include the Large Family Day Care category.

**PROPOSAL:**

This circumstance can be remedied by identifying an existing similar category and having the City Council concur with Staff's assessment through the adoption of a resolution. To that end Staff has evaluated the list of adopted application categories and concluded that a Conditional Use Permit (CUP) processing fee of \$1,765.00 is similar enough to a Large Family Day Care Facility in terms of case processing Staff time and effort and that it can be appropriately applied to a Large Family Day Care application/request. Additionally, Staff has prepared a resolution included herein as Attachment B memorializing Staff's observations and conclusions relative to the similarity between the above referenced applications.

**RECOMMENDATION:**

Therefore, based on the above, Staff recommends utilizing the Conditional Use Permit fee as the basis for the Large Family Day Care Facility Processing Fee pursuant to the adoption of the subject resolution.

**RESOLUTION NO. 02-06****A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF TEHACHAPI ESTABLISHING  
OR INCREASING PLANNING AND BUILDING  
FEES AND AUTHORIZING COST RECOVERY  
OF ENGINEERING SERVICES**

---

WHEREAS, the City of Tehachapi (the "City") is authorized under the Mitigation Fee Act at California Government Code Sections 66000 et seq. to establish fees for the recovery of certain costs described therein and to increase those fees pursuant to the terms and conditions described in the Mitigation Fee Act (the "MFA Fees"); and

WHEREAS, City previously contracted with MuniFinancial to conduct a study of its MFA Fees, which study was completed and filed with City by MuniFinancial on October 28, 2005 (the "User Fee Study"); and

WHEREAS, the User Fee Study determined, among other things, that the City's MFA Fees were inadequate to reimburse the City as authorized under the Mitigation Fee Act and, in some cases, that the City did not have fees authorized thereunder; and

WHEREAS, the User Fee Study further determined, among other things, that some of the MFA Fees otherwise used to reimburse City for a portion of its engineering expenses did not cover City's administrative costs including, but not limited to, staff time and, as to such MFA Fees, City should increase or otherwise establish the MFA Fee to cover City's administrative costs including staff time and, in addition thereto, charge the actual costs for engineering (the "Engineering Costs"); and

WHEREAS, a public hearing as required pursuant to Government Code Section 66018 has been noticed and was held before the City Council on January 9, 2006; and

WHEREAS, the User Fee Study was on file with the City Clerk of the City for public inspection and review for at least ten (10) days prior to the public hearing; and

WHEREAS, the City Council hereby finds and determines that its MFA Fees are inadequate as more particularly described in the User Fee Study and City Council hereby approves and adopts the User Fee Study and incorporates the contents of same herein; and

**ATTACHMENT A**

WHEREAS, City Council further finds and determines that none of its MFA Fees either in existence now or as increased or established hereafter will reimburse City for any portion of its Engineering Costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AS FOLLOWS:

- 1. That the above recitals and findings are true and correct.
- 2. That the City hereby increases the planning fees and the building fee, described in Exhibit "A" attached hereto and by this reference made a part hereof to the amounts described in Exhibit "A" and that City further requires reimbursement of its Engineering Costs as more particularly described in the User Fee Study and Exhibit "A".
- 3. That City hereby establishes those fees described in Exhibit "A" not previously established by City and sets the amount of each fee at the level described in Exhibit "A".
- 4. Beginning January 1, 2007 and every January 1 thereafter, the MFA Fees shall be automatically adjusted to an amount equal to the percentage increase in the *Construction Cost Index as published in Engineering News* for the calendar year preceding the January 1 in which the MFA Fees are increased or by such lesser percentage as may be determined by the City Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi held on the 9<sup>th</sup> day of January, 2006, by the following vote:

AYES: COUNCIL MEMBERS: Teel, Smith, Vernon, Hand, Grimes

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

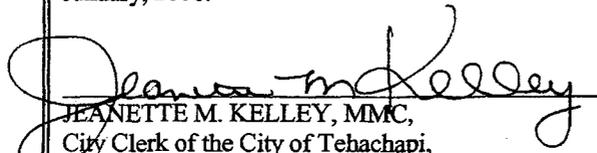
ABSENT: COUNCIL MEMBERS: \_\_\_\_\_

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

  
 ED GRIMES, Mayor,  
 City of Tehachapi, California

ATTEST:  
  
 JEANNETTE M. KELLEY, MMC,  
 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 the 9th day of January, 2006.

  
JEANETTE M. KELLEY, MMC,  
City Clerk of the City of Tehachapi,  
California

**CITY OF TEHACHAPI**  
**Full Cost Recovery Fee Schedule**

<b>Service/Application</b>	<b>Full Cost Recovery Fee <sup>1</sup></b>	
Annexation Processing	\$ 5,975.00	each, plus actual costs for Boyle Engineering
Appeal of Decision	1,561.00	per application
Architectural Design Review		
Change in use	2,478.00	per review, plus actual costs for Boyle Engineering
Remodel	1,765.00	per review, plus actual costs for Boyle Engineering
Multi-Family Residential	2,378.00	per review, plus actual costs for Boyle Engineering
Commercial	2,378.00	per review, plus actual costs for Boyle Engineering
Industrial	2,378.00	per review, plus actual costs for Boyle Engineering
Conditional Use Permit	1,765.00	per application, plus actual costs for Boyle Engineering
Environmental Impact Report/Negative Declaration	3,190.00	per project
Final Map Checking	3,090.00	per project, plus actual costs for Boyle Engineering
General Plan Amendment	1,629.00	per project
Grading Permit	313.00	per permit, plus actual costs for Boyle Engineering
Home Occupation	95.00	per permit
Lot Line Adjustment/Parcel Map Waiver	390.00	each, plus actual costs for Boyle Engineering
Reduced Rear Yard Setback	1,094.00	per application
Rezoning	1,629.00	per application

**CITY OF TEHACHAPI**  
**Full Cost Recovery Fee Schedule**

<b>Service/Application</b>	<b>Full Cost Recovery Fee <sup>1</sup></b>	
Sign Permit	469.00	per permit
Tentative Parcel Map	2,954.00	per project, plus actual costs for Boyle Engineering
Tentative Subdivision	3,360.00	per project, plus actual costs for Boyle Engineering
Tentative Tract Map	3,720.00	per project, plus actual costs for Boyle Engineering
Variance	1,629.00	per project
<b>Categorical Exemption</b>	<b>211.00</b>	
Vesting Tract Map	4,955.00	
Specific Plan	6,584.00	
Specific Plan Amendment	3,326.00	
Special Use Permit	353.00	
Landscape Plan Review	713.00	
Public Notice Fee	68.00	
Over the Counter Review Fee	61.00	
<b>Issuance Fee</b>	<b>17.00</b>	
<b>Plumbing</b>		
Plumbing Fixtures A/O Drain	10.00	each
Water Piping A/O Service	10.00	
Hose Bibbs	5.00	
Rain Water System	13.00	each drain
Water Heater A/O Vent	10.00	
Sewer- Building or Trailer Coach	12.00	
First Outlet	5.00	
Outlet 2 or Over	5.00	
Sewer Disposal 1 Tank/Drain	15.00	
Additional Tank or Drain	5.00	each
Repair Tanks or Drain	5.00	
Repair/Alteration	10.00	
Back Flow Protecting Device	10.00	
Grease Interceptor	13.00	
Septic Abandonment	5.00	
Graywater System	15.00	
<b>Mechanical</b>		
0-150M BTU	10.00	
150- 1.750 M BTU	15.00	
Over 1.750 M BTU	19.00	
Comb Heating/Air Conditioning Unit to 5HP	15.00	
Comb Heating/Air Conditioning Unit Over 5HP	15.00	

**CITY OF TEHACHAPI**  
**Full Cost Recovery Fee Schedule**

<b>Service/Application</b>	<b>Full Cost Recovery Fee <sup>1</sup></b>	
Heaters Requiring No Ducts	10.00	
Appliance Vents	5.00	each
<i>Repair/Alteration Heating Cooling Absorption</i>	10.00	
Evaporative Cooler	10.00	
Equipment Not Classed	10.00	
<i>Boiler Compressor Absorb Unit</i>		
To 5 HP or 150 M BTU	12.00	
Over 5HP or 150 M BTU	13.00	
<i>Air Handling Units Including Ducts</i>		
To 10M Cubic Feet	10.00	
Over 10M Cubic Feet	13.00	
Vent Fan (To Single Duct)	5.00	
Vent System- Vent Hood	10.00	
Commercial Hood including ducts	13.00	
Free Standing Fireplace	10.00	
Incinerator	13.00	
<b>Electrical</b>		
Service 0-600 Volts	10.00	each
Service Over 600 Volts	13.00	each
Motors-Transformers	13.00	0-5
Heating Appliances	10.00	5 1-15
Miscellaneous Equipment	10.00	15 1-100
Per Unit HP	12.00	100 1-500
KWA or KVA	10.00	Over 500
Signs- Alteration/Monument	24.00	
Temporary Services	10.00	
Recept- Lights	10.00	each 10
Light Standards	10.00	each
<b>Special/Miscellaneous</b>		
Commercial Coach	37.00	
Mobilehome/Commercial Coach- Earthquake Stabilization System	25.00	
Masonry Fireplace	25.00	
Satellite Dish	13.00	
Wall Sign	13.00	
Monument sign 6'	24.00	
Single Pole Sign	15.00	
Double Pole Sign	15.00	
Solar Systems- Res.	19.00	
<i>Inground Spas</i>		
Standard Plan	44.00	
Non Plan	47.00	
<i>Inground Swimming Pools</i>		
Standard Plan	44.00	
Non Plan	47.00	
Commercial	74.00	
Special/Miscellaneous Permit Fee Application	50.00	
Fire Charges for:		

**CITY OF TEHACHAPI**  
**Full Cost Recovery Fee Schedule**

<b>Service/Application</b>	<b>Full Cost Recovery Fee <sup>1</sup></b>	
<b>Permit and Service Fees</b>		
Final Walk-Thru (A,E,I)	789.00	
Rough Walk-Thru (R-1,A,E,I)	203.00	
Plan Check (R-1,A,E,I)	789.00	
<b>Concrete Foundations, Heavy Engineered Foundations and Retaining Walls</b>		
Concrete Foundations w/ Light Reinforcement- per yard	Actual Costs of time and materials for Boyle Engineering	
Heavy Engineered Foundation- per yard	Actual Costs of time and materials for Boyle Engineering	
<b>Concrete Block Retaining Walls Price/Lineal foot of wall</b>		
0' to 3' 0"	Actual Costs of time and materials for Boyle Engineering	
3' 1" to 4' 0"	Actual Costs of time and materials for Boyle Engineering	
4' 1" to 5' 0"	Actual Costs of time and materials for Boyle Engineering	
5' 1" to 6' 0"	Actual Costs of time and materials for Boyle Engineering	
6' 1" to 7' 0"	Actual Costs of time and materials for Boyle Engineering	
7' 1" to 8' 0"	Actual Costs of time and materials for Boyle Engineering	
8' 1" to 9' 0"	Actual Costs of time and materials for Boyle Engineering	
<b>Administrative Appeals Fee</b>		
	42.00	
<b>Construction Inspection Fees (Public Works)</b>		
Plan Check	315.00	
<b>Inspection Issuance plus:</b>		
Per lineal ft. of Sewer Line	2.00	per LF
Per lineal ft. of Water Line	2.00	per LF
Per lineal ft. of Storm Drain	2.00	per LF
Per lineal ft. of Road Work	2.00	per LF
Per lineal ft. of Curb & Gutter	1.00	per LF
<sup>1</sup> Full Cost Recovery Fee is based on the Total Cost rounded to the nearest dollar from Table 4.		

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI ADJUSTING THE ADOPTED PERMITTING FEE  
SCHEDULE TO INCLUDE LARGE FAMILY DAY CARE  
FACILITIES AS AN APPLICATION CATEGORY**

WHEREAS, the City of Tehachapi (City) contracted with Munifinancial to evaluate and develop a case processing fee schedule consistent with the Mitigation Fee Act; and

WHEREAS, the Munifinancial study was completed and provided to the City in a report entitled City of Tehachapi Planning, Engineering and Building User Fee Study dated October 28, 2005; and

WHEREAS, said User Fee Study was presented to the City Council (Council) for their consideration on January 9, 2006 and adopted per Resolution No. 02-06 at the same Council meeting; and

WHEREAS, said User Fee Study established the processing fee for a list of Planning, Engineering and Building processes and activity but inadvertently did not cover the costs of processing a Large Family Day Care Facility; and

WHEREAS, this oversight can be remediated by applying an adopted user fee of similar applications; and

WHEREAS, the City Council finds as follows:

A. That a Conditional Use Permit application is procedurally similar to a Large Family Day Care Facility application; and

B. That a Conditional Use Permit application is similar to a Large Family Day Care Facility application in terms of staff time and effort; and

C. That a Conditional Use Permit application fee can be used as the basis for a Large Family Day Care Facility fee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tehachapi:

1. That the foregoing recitals and findings are true and correct.

2. That the application and processing fee for requesting a Large Family Day Care Facility shall be the same as a Conditional Use Permit which is \$1,765.00 (the "Large Family Day Care Fee").

3. That the Large Family Day Care Fee shall be deemed effective retroactively to apply to all existing applications for a Large Family Day Care Facility.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting on the 2<sup>nd</sup> day of June, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

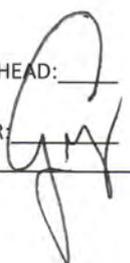
ATTEST:

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 2, 2014.

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014    AGENDA SECTION: CITY ENGINEER

---

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

**FROM:** JAY SCHLOSSER, PE, CITY ENGINEER

**DATE:** MAY 14, 2014

**SUBJECT:** LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1, ANNEXATION NO. 13C

---

## BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the Landscaping and Lighting District No. 1, Annexation No. 13C. This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$1,852.81. Annual District costs are funded through the assessments placed on the property tax bills.

## OPTIONS

There are no alternate options for this item.

## RECOMMENDATION

It is recommended that the City Council adopt two resolutions: (1) Initiating proceedings for the annexation of territory to the Tehachapi Landscaping and Lighting District No. 1 (Parcel Map 10997); and the levy and collection of assessments related thereto commencing with the Fiscal Year 2014/2015; (2) Declaring the City's intention for the annexation of territory to the Tehachapi Landscaping and Lighting District No. 1 (Parcel Map 10997); and declaring its intention to conduct a property owner balloting on the matter of new assessments related thereto commencing with fiscal year 2014/2015.



**TEHACHAPI**

CALIFORNIA

Live Up.

## **City of Tehachapi**

### **Tehachapi Landscaping and Lighting District No. 1**

**Annexation No. 13C**

(Parcel Map 10997)

Intent Meeting: May 19, 2014

Public Hearing: July 7, 2014

27368 Via Industria  
Suite 110  
Temecula, CA 92590  
T 951.587.3500 | 800.755.6864  
F 951.587.3510

[www.willdan.com/financial](http://www.willdan.com/financial)



**ENGINEER'S ANNEXATION REPORT AFFIDAVIT**

**Tehachapi Landscaping and Lighting District No. 1**

**Fiscal Year 2014/2015**

**Annexation No. 13C**

**City of Tehachapi,**

**County of Kern, State of California**

This Report and the enclosed diagram show the exterior boundaries of the territory designated as Annexation No. 13C to the City of Tehachapi Landscaping and Lighting District No. 1; and the lines and dimensions of each lot, parcel, and subdivision of land within said annexation territory, as the same that existed at the time this Report was prepared. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within Annexation No. 13C. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Tehachapi

By: \_\_\_\_\_

Jim McGuire,  
Senior Project Manager

By: \_\_\_\_\_

Richard Kopecky  
R. C. E. # 16742

**PRELIMINARY APPROVAL**

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of Tehachapi on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk  
City of Tehachapi

**FINAL APPROVAL**

This Engineer's Report, the improvements and assessments related to the annexation of territory to Landscaping and Lighting District No. 1 designated as Annexation No. 13C as described herein, were approved and adopted by the City Council of the City of Tehachapi on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk  
City of Tehachapi

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## INTRODUCTION

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In April 2004, the City of Tehachapi, County of Kern, State of California, (hereafter referred to as "City"), formed Landscaping and Lighting District No. 1 (hereafter referred to as "District"), pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereafter referred to as the "1972 Act"), and the provisions of the California Constitution Article XIID (hereafter referred to as the "California Constitution"), and has annually levied and collected special assessments on the County tax rolls to fund the ongoing maintenance and operation of local landscaping and lighting improvements that provided special benefits to properties therein.

In subsequent years, the City initiated and conducted property owner protest ballot proceedings for the annexation of additional subdivisions to the District in compliance with the substantive and procedural requirements of the Constitution. In 2004, Tract 6212; Tract 6215; Tract 6216; and Tract 6248, respectively were annexed to the District as Zones 1 through 4. In 2006, Tracts 5812 and 4927 respectively were annexed to the District as Zones 5 and 6. In 2007, Tracts 6360; Tract 6507; Tract 6723-A and Tract 6497, respectively were annexed to the District as Zones 7, 8, 9 and 11.

For fiscal year 2014/2015, the City proposes to annex to the District all parcels of land within the commercial subdivision known as Parcel Map 10997, in order to provide for the ongoing maintenance and operation of lighting improvements that provide a special benefit to those properties. By resolution, the City Council has ordered the preparation of this Engineer's Report (hereafter referred to as "Report"), in connection with the proceedings for the annexation of territory to the District designated as:

### **Annexation No. 13C,**

### **City of Tehachapi Landscaping and Lighting District No. 1**

(hereafter referred to as "Annexation No. 13C", and establishment of the annual assessments related thereto commencing in fiscal year 2014/2015 pursuant to the 1972 Act and the California Constitution.

This Report describes the proposed annexation of territory to the District, the improvements, and assessments to be levied on the properties therein to provide ongoing funding for the costs and expenses required to service and maintain the lighting improvements associated with and resulting from the development of properties within Annexation No. 13C in accordance with the proportional special benefits the properties will receive from the improvements.

The improvements, the method of apportionment, and special benefit assessments described in this Report are based on property development as well as the proposed improvements and planned development of properties within Annexation No. 13C; and represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to maintain, service and operate such improvements. The proposed improvements to be installed in connection with the development of

properties within Annexation No. 13C and described herein are based on the development plans and specifications for Parcel Map 10997 and by reference these plans and specifications are made part of this Report.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's Office. The Kern County Auditor/Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

As part of the annexation proceedings, the City shall conduct a Property Owner Protest Ballot proceeding for the proposed levy of new assessments pursuant to the provisions of the California Constitution, Article XIID Section 4. In conjunction with this ballot proceeding, the City Council will conduct a public hearing to consider public testimonies, comments and written protests regarding Annexation No. 13C and the levy of assessments.

At the conclusion of public testimony, the City Council will direct the City Clerk or their designee to tabulate the property owner protest ballots returned, to determine if majority protest exists for the proposed new assessments (ballots shall be weighted based on each parcel's proportional assessment amount). If majority protest exists, the City Council shall abandon the proposed new assessment and current annexation proceedings. If majority protest does not exist, based on the City Council's consideration of public comments and written protests, the City Council may order any material amendments to this Report and may approve the Report (as submitted or amended). The Report as approved shall reflect the City Council's proposed changes of organization for the District authorized pursuant to Chapter 2, Article 2, commencing with Section 22605 of the 1972 Act; the confirmation of the assessment diagram; and its adoption of the related assessments in compliance with the provisions of the California Constitution Article XIID. In such case, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll for each parcel in fiscal year 2014/2015. In subsequent fiscal years, this annexation and the assessments as approved in these proceeding shall be incorporated into the District's Annual Engineer's Report and together with all other District assessments shall be reviewed and adopted for the levy and collection of assessments pursuant to the 1972 Act.

This Report consists of five (5) parts:

## **Part I**

**Plans and Specifications:** A general description of the annexation territory boundaries and the proposed improvements associated with Annexation No. 13C, consisting of a single benefit zone encompassing all properties within the development known as Parcel Map 10997. Details regarding the specific installation and construction of improvements to be incorporated into the District as part of the development of properties within Annexation No. 13C are outlined in the approved development plans for parcel Map 10997 and by reference these plans and specifications are made part of this Report.

## **Part II**

**The Method of Apportionment:** A discussion of benefits the improvements and services provided to properties within Annexation No. 13C and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the maximum assessment rates established by this Report. This Assessment Range Formula limits increases on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

## **Part III**

**Annexation No. 13C Budget:** An estimate of the annual costs required for the annual maintenance, servicing and operation of landscape improvements within Annexation No. 13C. The budget identifies an estimate of the anticipated ongoing annual expenses to service, maintain and operate existing landscape improvements within Annexation No. 13C including, but not limited to, servicing of those improvements, utility costs and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum assessment rate for Annexation No. 13C and the associated assessment range formula (inflationary adjust) as applicable.

## **Part IV**

**Assessment Roll:** A listing of the proposed maximum assessment amount for each of the parcels within Annexation No. 13C commencing in Fiscal Year 2014/2015, to be presented to the property owners of record in the protest ballot proceedings required pursuant to the provisions of the California Constitution. The proposed maximum assessment amount for each parcel is based on the parcel's proportional special benefit as outlined in the method of apportionment and the proposed initial maximum assessment rate applicable to parcels within Annexation No. 13C.

## Part V

**Annexation Diagram:** A Diagram showing the exterior boundaries of Annexation No. 13C is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within Annexation No. 13C is inclusive of all parcels of land within Annexation No. 13C as the same existed at the time this Report was prepared and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Kern County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land herein described.

## **PART I — PLANS AND SPECIFICATIONS**

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### **PROPERTIES WITHIN ANNEXATION 13C**

Landscaping and Lighting District No. 1, Annexation No. 13C, consists of one parcel that will be part of the drainage basin constructed in connection with the development of properties within Parcel Map 10997 (not assessed) and nine properties designated for non-residential purposes, one of which will be subdivided further (the largest portion being used for non-residential purposes and the remainder being part of the drainage basin constructed in connection with the development of properties within Parcel Map 10997 which is not assessed). Of the nine properties designated for non-residential purposes, seven are part of the approved development defined by Parcel Map 10997, one is an existing developed non-residential property (Assessor's Parcel Number 417-170-02) and the remaining parcel (Assessor's Parcel Number 417-170-04), is identified as a vacant non-residential property located on the south side of Industrial Parkway.

The proposed improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements and will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded..

The Annexation is located within the boundaries of the City of Tehachapi, generally situated on Industrial Parkway and North Curry Street.

### **IMPROVEMENTS AND SERVICES**

The purpose of the Annexation is to ensure the ongoing maintenance, operation, and servicing of street lighting improvements installed in connection with the development of parcels within the Annexation. The improvements associated with Annexation No. 13C may include, but is not limited to, all materials, equipment, utilities, labor and appurtenant facilities related to those improvements. The improvements installed as part of this development will be maintained and funded in whole or in part through the District assessments.

District improvements installed in connection with Parcel Map 10997 and specifically for the special benefit of properties within Annexation No. 13C include:

- Street lighting facilities located on Industrial Parkway extending from the western boundary of Parcel Map 10997 to the eastern boundary of Parcel Map 10997. The street lights within this area include six (6) - 5,800 lumen H.P.S.V. lamps on concrete poles.

## **PART II — METHOD OF APPORTIONMENT**

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The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”*

The formula used for calculating assessments should therefore reflect the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to the California Constitution Article XIII D Section 4, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits may be assessed.

### **BENEFIT ANALYSIS**

Each of the proposed improvements installed in connection with the development of property within Parcel Map 10997 and the associated cost of providing those improvements have been carefully reviewed, identified and allocated to the properties within Annexation No. 13C based on special benefit pursuant to the provisions of the California Constitution and 1972 Act.

#### **Special Benefit**

The improvements for which the properties within Annexation No. 13C will be assessed have been identified as necessary, required and/or desired for the development of the properties within Parcel Map 10997. As such, it is reasonable to conclude that the ongoing operation, servicing and maintenance of these improvements are a direct and special benefit to each of those properties.

#### ***Street Lighting Special Benefit:***

The street lighting within Annexation No. 13C and for which properties will be assessed is low-intensity street lighting (5,800 lumen H.P.S.V. lamps) that is primarily useful for illuminating the sidewalks and parking lanes for the development. This lighting is distinct from the high-intensity lights installed on major streets which serve in part to enhance traffic safety. These local street lights (6 lights on concrete poles) provide three main special benefits: (i) property security benefit, (ii) pedestrian safety benefit, and (iii) parkway/roadway egress benefit. Because traffic in the District is largely limited to local

traffic, it is reasonable to assume that essentially all pedestrians and parking vehicles in the lit areas will, after dark, be directly associated with one of the assessed properties.

The street lights within Annexation No. 13C are located on the street that will serve as a primary access for the properties within Annexation No. 13C and each parcel to be assessed is served directly by the system of street lights. Consequently, we conclude that each parcel within Annexation No. 13C receives substantially similar benefit from the improvements regardless of their location within the development. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the development.

### **General Benefit**

In reviewing each of the improvements installed in connection with the development of properties within Annexation No. 13C, the proximity of those improvements to both properties within Annexation No. 13C and those outside the Annexation Territory as well as the reasons for installing and constructing such improvements, it is evident that these improvements are local improvements installed for the use and benefit of the properties within Annexation No. 13C and the ongoing maintenance and operation of the improvements to be maintained by the District directly affect those properties only. Although these improvements may include amenities visible to the public at large, the construction and installation of the District improvements were clearly not required nor necessarily desired by any properties or developments outside the Annexation boundary. Therefore, any public access or use of the improvements is incidental and therefore it has been determined that these improvements provide no measurable general benefit to properties outside the District or to the public at large.

### **ASSESSMENT METHODOLOGY**

In reviewing the proposed improvements and development plans for Parcel Map 10997, it has been determined that the overall method of apportionment previously established for properties with Landscaping and Lighting District No. 1 is appropriate and applicable for the improvements and properties within Annexation No. 13C. This previously established methodology calculates the receipt of special benefit from the respective improvements based on the land use of each parcel as compared to other parcels and the relationship those parcels have to the improvements. This Assessment Methodology assigns each parcel a number of EBUs (Equivalent Benefit Units) based on its land use. As previously established for the District one EBU is defined as the special benefit allocable to a single family home and other land uses are assigned weighted EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site. The following is the weighted proportionality (EBUs) assigned to different land uses within the District. Only some are applicable to Annexation No. 13C, but are included here for reference purposes.

## **EBU Application by Land Use:**

**Single-Family Residential** — This land use is defined as a fully subdivided residential home site with or without a structure or planned single-family residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per lot or parcel. This is the base value that all other land use types are compared and weighted against (i.e. Equivalent Benefit Unit or EBU).

**Multi-Family Residential** — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or planned residential lot as identified by a submitted or approved tentative tract map or final tract map. This land use is assessed 1.0 EBU per dwelling unit.

**Non-Residential Development** — This land use is defined as property developed or approved for development as either commercial or industrial use. This type of property receives greater benefit than Single Family or Multi-family property due to typically larger lot sizes in relation to residential properties. With typical SFR lot sizes at .25 acres, Developed Commercial land use type is assessed at 4.0 EBU per gross acre. Parcels less than .25 acres are assigned a minimum of 1.0 EBU and there is no maximum acreage cap, as is the case with Vacant Non-Residential Property.

**Non-Profit Property** — This land use is defined as property developed for non-profit activities such as Churches or Lodges. This type of property does receive benefit from the Annexation improvements but at a rate that coincides with the sporadic intensity of people use for the parcel. Non-Profit land use type is assessed at 0.25 EBU per gross acre. Parcels less than 1.00 gross acres are assigned a minimum of 0.25 EBU.

**Vacant Residential** — This land use is defined as property currently zoned for residential development, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 0.5 EBU per parcel.

**Vacant Non-Residential** — This land use is defined as property currently zoned for any non-residential use, but a tentative or final tract map has not been submitted and/or approved. This land use is assessed at 1.0 EBU per gross acre. Parcels less than 1 gross acre are assigned a minimum of 1.0 EBU. Parcels over 50 gross acres are assigned a maximum of 50 EBU.

**Exempt Parcel** — This land use identifies properties that are not assessed and are assigned 0.0 EBU. This land use classification may include, but is not limited to, lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including greenbelts and parkways; utility right-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed; publicly owned properties that are part of the Annexation improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Benefit Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EBU.

**Land Use Codes and Equivalent Benefit Units**

Property Type	Equivalent Benefit Units
Single Family Residential	1.00 per Lot/Parcel
Multi Family Residential	1.00 per Unit
Non-Residential Development	4.00 per Acre
Non-Profit Parcel	0.25 per Acre
Vacant Residential	0.50 per Lot/Parcel
Vacant Non-Residential	1.00 per Acre
Exempt Parcel	- per Lot/Parcel

The benefit formula applied to parcels within the Annexation is based on the preceding Equivalent Benefit Unit (EBU) table. Each parcel's EBU correlates the parcel's special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Type EBU} \times \text{Acreage/Dwelling Units/Parcel/Lot} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBUs) is the sum of all individual EBUs applied to parcels that receive a special benefit from the improvement. An assessment amount per EBU (Rate) for each improvement is established by taking the total cost of the improvement and dividing that amount by the total number of EBUs of all parcels benefiting from the improvement. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for that improvement.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

**ASSESSMENT RANGE FORMULA**

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIII C and XIII D), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is

imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the Annexation costs and assessments. Commencing with fiscal year 2015/2016, the amount of the assessment for the Annexation may be increased to adjust for increases in labor and material costs. For landscape maintenance the increase will be based upon the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area ("CPI"), as determined by the United States Department of Labor, or its successor. For Streetlight maintenance the increase will be based upon the greater of the latest composite percentage change California Public Utilities Commission ("CPUC") approved rates for each light fixture used in the City's streetlight Maintenance Districts or the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area, as determined by the United States Department of Labor, or its successor, without conducting another mailed ballot election. The Engineer shall compute the percentage difference between the CPI and/or CPUC rates for February of each year and the CPI and/or CPUC rates for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Assessment Range Formula shall be applied to all future assessments within the Annexation. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the Annexation) adjusted annually by the CPI.

The Maximum Assessment is adjusted annually and is calculated independent of the Annexation's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

## PART III — ANNEXATION BUDGET

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The following budget outlines the estimated annual costs to be collected and deemed appropriate and necessary for the operation, maintenance and servicing of the improvements associated with Annexation No.13C. The maximum assessment (Rate per Equivalent Benefit Unit) identified by this budget establishes the initial maximum assessment for Annexation No.13C in fiscal year 2014/2015. This assessment rate shall be adjusted annually by the Assessment Range Formula described in the method of apportionment and collectively this assessment rate and inflationary adjustment will be presented to the property owners of record for approval as part of the balloting process for new or increased assessments in accordance with the provisions of the California Constitution, Article XIII D.

**L&L District No. 1, Annexation No. 13C**  
**Fund Number TBD**

Levy Components	Budget
<b>MAINTENANCE &amp; OPERATION EXPENSES</b>	
Street Lights	\$ 990.00
<b>Total Direct Costs</b>	<b>\$ 990.00</b>
<b>INCIDENTAL/ADMINISTRATION EXPENSES</b>	
Levy Administration and Professional Services	\$ 652.74
Printing and Publishing	50.00
Mailing and Postage	50.00
County Collection Fee	11.11
City Overhead and Administration	99.00
<b>Total Incidental Costs</b>	<b>\$ 862.85</b>
<b>Total Maintenance, Operation &amp; Incidental Expenses</b>	<b>\$ 1,852.85</b>
<b>COLLECTIONS/(CREDITS) APPLIED TO LEVY</b>	
General Benefit Contribution	\$ -
Additional City Contribution	-
<b>Total Contribution/Credit</b>	<b>\$ -</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$ 1,852.85</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	10
Total Parcels Levied	8
Total Equivalent Benefit Units	55.54
Calculated Levy per Benefit Unit	\$ 33.36
<b>Maximum Levy per Benefit Unit (FY 2014/2015)</b>	<b>\$ 33.36</b>

## **PART IV — ANNEXATION DIAGRAM**

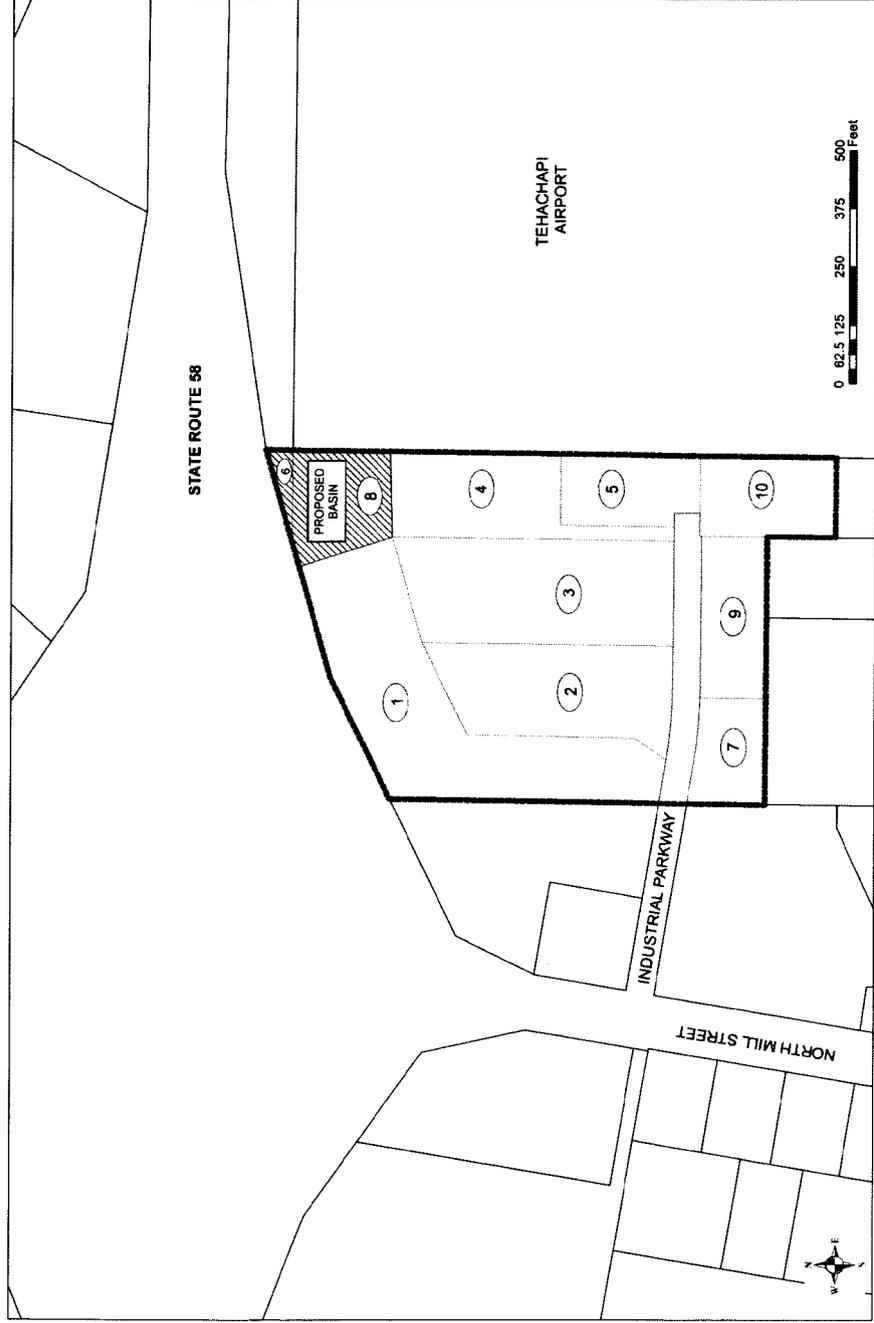
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The following Annexation Diagram identifies the area of land within the annexation territory identified Landscaping and Lighting Assessment District No. 1, Annexation No. 13C, based on the development and improvement plans for the District, Kern County Assessor's Maps, and Kern County Assessor's property information as the same existed at the time this Report. The Annexation includes Kern County Assessor's Parcel Map Book 415, Page 170, Parcels 2, 4, 13, 14, 15, 16, 17, 18, and 19. The combination of this map and the Assessment Roll contained in Part V of this Report constitute the Assessment Diagram for Annexation No. 13C. The maximum assessment rate, assessment range formula and the proposed assessment amount for each of the lots and parcels of land within Annexation No. 13C, as described herein, shall be presented to the property owners of record for approval or protest in accordance with the provisions of the California Constitution Article XIII D.

A copy of the Annexation Diagram follows:

PROPOSED BOUNDARIES OF  
 LANDSCAPING AND LIGHTING DISTRICT NO. 1  
 ANNEXATION 13C  
 (PARCEL MAP 10997)

CITY OF TEHACHAPI  
 COUNTY OF KERN  
 STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT THIS MAP SHOWING THE  
 BOUNDARIES OF LANDSCAPING AND LIGHTING DISTRICT NO.  
 1, ANNEXATION 13C, PARCEL MAP 10997, CITY OF  
 TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA, WAS APPROVED  
 BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AT A  
 REGULAR MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF  
 \_\_\_\_\_, 20\_\_\_\_, BY THE RESOLUTIONS \_\_\_\_\_

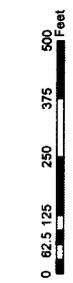
CITY CLERK  
 CITY OF TEHACHAPI

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	Portion of 415-170-14
2	415-170-15
3	415-170-16
4	415-170-17
5	415-170-18
6	415-170-19
7	415-170-13
8	Portion of 415-170-14
9	415-170-04
10	415-170-02

**Legend**

District Boundary

Map Reference Number



## PART V — ASSESSMENT ROLL

Parcel identification for each lot or parcel within Landscaping and Lighting Assessment District No. 1, Annexation No. 13C is outlined in the preceding Assessment Diagram and is based on available parcel maps and property data from the Kern County Assessor's Office at the time this Engineer's Report was prepared. A listing of the lots and parcels to be assessed within Annexation No. 13C commencing in Fiscal Year 2014/2015, along with the assessment amount for each such lot or parcel is provided below.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor-Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates described in this Report as approved by the City Council. Therefore, if a single parcel is subdivided to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following is a list of the lots and parcels of land (parcels) within Annexation No. 13C and the corresponding assessment amounts to be levied for Fiscal Year 2014/2015 as determined by the assessment rate and method of apportionment described herein:

Map Reference Number	APN	Acreage	Designated Land Use	Equivalent Benefit Unites	Balloted Amount Assessment (FY 2014/2015)
1	415-170-14 (Portion of)	3.96	Non-Residential Development	15.84	\$528.42
2	415-170-15	2.25	Non-Residential Development	9.00	\$300.24
3	415-170-16	2.93	Non-Residential Development	11.72	\$390.98
4	415-170-17	1.71	Non-Residential Development	6.84	\$228.18
5	415-170-18	1.02	Non-Residential Development	4.08	\$136.11
6	415-170-19	0.13	Exempt Parcel	-	\$0.00
7	415-170-13	0.78	Non-Residential Development	3.12	\$104.08
8	415-170-14 (Portion of)	1.05	Exempt Parcel	-	\$0.00
9	415-170-04	1.1	Vacant Non-Residential	0.50	\$16.68
10	417-170-02	1.11	Non-Residential Development	4.44	\$148.12
<b>TOTAL</b>		<b>16.04</b>		<b>55.54</b>	<b>\$1,852.81</b>

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, DECLARING ITS INTENTION FOR THE ANNEXATION OF TERRITORY TO THE TEHACHAPI LANDSCAPING AND LIGHTING DISTRICT NO. 1; AND DECLARING ITS INTENTION TO CONDUCT A PROPERTY OWNER PROTEST BALLOT PROCEEDING ON THE MATTER OF THE NEW ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015**

**WHEREAS**, the City Council of the City of Tehachapi (the "City") pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2, Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "Act"), did by previous Resolution, initiate proceedings for the annexation of territory to the Tehachapi Landscaping and Lighting District No. 1 (hereafter referred to as the "District"), consisting of Assessor Parcel Numbers book 415, page 170, parcels 02 and 04 as well as properties within Parcel Map 10997 consisting of Assessor Parcel Numbers book 415, page 170, parcels 13, 14, 15, 16, 17, 18 and 19 (hereinafter referred to collectively as the "Annexation No. 13C"), and the proposed levy and collection of annual special benefit assessments related thereto commencing in Fiscal Year 2014/2015; and,

**WHEREAS**, the City Council desires to annex to the District Annexation No. 13C, and to levy and collect annual assessments against lots and parcels of land within said territory to pay the cost and expenses related to the maintenance, servicing and operation of local street lighting improvements that provide special benefits to the parcels of land therein as authorized by the Act and the provisions of the California Constitution Article XIID (hereafter referred to as the "California Constitution"); and,

**WHEREAS**, the Assessment Engineer of Work has prepared and filed with the City Clerk an Engineer's Report (hereafter referred to as the "Report") in connection with such annexation proceedings and the proposed levy of assessments commencing with fiscal year 2014/2015 (said fiscal year beginning July 1, 2014 and ending June 30, 2015); in accordance with the Act and the California Constitution; and said Report has been presented to the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** The above recitals are true and correct.

**Section 2:** The territory of land to be annexed to the District incorporates all of the lots and parcels of land that will receive a special benefit from the improvements to be maintained, operated and serviced through the District as part of Annexation No. 13C and those lots and parcels of land are inclusive of Assessor Parcel Numbers book 415, page 170, parcels 02, 04, 13, 14, 15, 16, 17, 18 and 19.

**Section 3:** The proposed improvements and services to be provided and for

which properties shall be assessed, include but are not limited to the regular maintenance, operation and incidental expenses related to the local lighting improvements within the public right-of-ways or easements associated with the properties within Annexation No. 13C, which shall be maintained by the City for the special benefit of the properties therein. The Engineer's Report prepared in connection with these proceedings provides a more detailed description of the improvements and associated costs.

**Section 4:** The Engineer's Report as presented consists of the following: **a)** A Description of the Improvements (Plans and Specifications); and, **b)** The Method of Apportionment that details the method of calculating the proportional special benefits and the annual assessment obligation for each affected parcels including a description of an "Assessment Range Formula" that provides for an annual inflationary adjustment to the maximum assessment rate; and, **c)** The estimated annual costs and expenses to provide the improvements (Budget) that establishes the proposed initial "Maximum Assessment Rate"; and, **d)** An Assessment Diagram (Boundary Map); and, **e)** An Assessment Roll containing the proposed assessment to be levied for each Assessor Parcel Number within Annexation No. 13C based on the maximum assessment rate and method of apportionment described therein.

**Section 5:** The Engineer's Report presented is hereby approved on a preliminary basis as submitted or amended by direction of this City Council, and is hereby ordered to be filed in the Office of the City Clerk as a permanent record and remain open to public inspection.

**Section 6:** The City Council hereby declares its intention to annex the territory of land to the District designated as Annexation No. 13C, and to levy and collect annual assessments against parcels of land within said territory to fund the ongoing cost and expenses of maintaining, operating and servicing the improvements determined to be of special benefit to the parcels of land therein as outlined in the Report prepared in connection therewith, commencing with fiscal year 2014/2015. The City Council finds that the public's best interest requires such action and levy of assessments.

**Section 7:** The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for Annexation No. 13C in accordance with Government Code, Section 54954.6 and California Constitution, Article XIID, Section 4(e); and, notice is hereby given that a public hearing on these matters will be held by the City Council on Monday July 7, 2014 at 6:00 P.M., or as soon thereafter as feasible, in the City Council Chambers located at 300 S Robinson Street, Tehachapi, California. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

**Section 8:** Pursuant to Article XIID of the California Constitution, an assessment ballot proceeding is hereby called on the matter of confirming the proposed assessments for Annexation No. 13C. The ballots and notices so authorized shall be distributed by first class mail to the property owners of record as of the last County equalized roll, and property owner or owners of each affected parcel may

return the ballot by mail or in person to the City Clerk not later than the conclusion of the public hearing for these matters.

**Section 9:** The City Council hereby authorizes and directs the City Clerk or their designee to prepare and mail notice of the Public Hearing and property owner protest ballots to the property owners of record regarding the proposed assessments including the assessment range formula as outlined in the Report, for return receipt prior to the date and time of the public hearing set forth in this Resolution; and, the notice of the hearing and ballot shall be distributed by first class mail to the property owner(s) of record for each parcel within Annexation No. 13C subject to an assessment, not less than 45 days before the date of the public hearing pursuant to the California Constitution.

**Section 10:** The property owner protest ballot proceeding conducted for Annexation No. 13C shall constitute the property owners' approval or rejection of the annual levy of assessments and assessment range formula described in the Report presented and approved by the City Council. Each property owner may return the ballot by mail or in person to the City Clerk no later than the conclusion of the public hearing scheduled for Monday July 7, 2014. After the close of the Public Hearing, pursuant to Section 4 (e) of the California Constitution, the City Clerk or their designee shall open and tabulate the ballots returned to determine if majority protest exists. Only those ballots issued by or on behalf of the City and signed by the property owner of record or authorized representative, shall be considered as valid ballots and shall be weighted according to the proportional financial obligation of each affected property. Majority protest exists if, upon the conclusion of the hearing, valid ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment; and, in addition to the ballot proceedings, property owners may also file a separate written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed such protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

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

**ATTEST:**

---

**Denise Jones, City Clerk**  
**City of Tehachapi, California**

**APPROVED AS TO FORM:**

---

**City Attorney**  
**City of Tehachapi, California**

STATE OF CALIFORNIA            )  
COUNTY OF SAN BERNARDINO    ) ss  
CITY OF TEHACHAPI                )

I, Denise Jones, City Clerk of the City of Tehachapi, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City of Tehachapi held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

Vote on the motion:  
AYES:  
NOES:  
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Tehachapi this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, INITIATING PROCEEDINGS FOR THE ANNEXATION OF TERRITORY TO THE TEHACHAPI LANDSCAPING AND LIGHTING DISTRICT NO. 1; AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015**

**WHEREAS**, the City Council of the City of Tehachapi (the "City") has by previous resolutions established and levied annual assessments for the Tehachapi Landscaping and Lighting District No. 1 (hereinafter referred to as the "District"), pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (hereinafter referred to as the "Act") that provides for the collection of assessments by the County of Kern on behalf of the City to pay for the annual maintenance and servicing of local landscaping and lighting improvements and facilities related thereto; and,

**WHEREAS**, the City Council desires to initiate proceedings for the annexation of territory to the District consisting of Assessor Parcel Numbers book 415, page 170, parcels 02 and 04 as well as properties within Parcel Map 10997 consisting of Assessor Parcel Numbers book 415, page 170, parcels 13, 14, 15, 16, 17, 18 and 19 (hereinafter referred to collectively as the "Annexation No. 13C"), and to levy and collect annual assessments against lots and parcels of land within Annexation No. 13C commencing in fiscal year 2014/2015 to pay for the operation, maintenance and servicing of local lighting improvements, and appurtenant facilities related thereto that will provide special benefits to those properties pursuant to the Act and the provisions of the California Constitution Article XIID (hereafter referred to as the "California Constitution"); and,

**WHEREAS**, the City has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the annexation of territory designated as Annexation No. 13C, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with Chapter 4 Article 2 of the Act and the provisions of the California Constitution.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**Section 1:** The above recitals are true and correct.

**Section 2:** The territory of land to be annexed to the District incorporates all of the lots and parcels of land within the proposed annexation territory designated as Annexation No. 13C.

**Section 3:** The proposed improvements and services to be provided and for which properties shall be assessed, include but are not limited to the regular maintenance, operation and incidental expenses related to the local street lighting improvements within the public right-of-ways or easements associated with the properties within Annexation No. 13C that shall be maintained by the City for the special benefit of the properties therein. The Engineer's Report to be prepared in connection with these proceedings shall provide a more detailed description of the improvements and associated costs.

**Section 4:** The City Council hereby determines that in order to provide an appropriate level of maintenance and related services and activities for the improvements within Annexation No. 13C as generally described in Section 2 of this resolution, it is necessary to levy annual special benefit assessments on the lots and parcels within Annexation No. 13C identified in Section 1, commencing in fiscal year 2014/2015.

**Section 5:** The City Council hereby orders the Assessment Engineer to prepare and file with the City Clerk an Engineer's Report concerning the proposed annexation of Annexation No. 13C to the District, and the proposed levy of special benefit assessments for properties beginning the fiscal year commencing July 1, 2014 and ending June 30, 2015, in accordance with Chapter 3 Section 22622 of the Act. Said Engineer's Report shall establish the estimated budget of anticipated expenses and the resulting proposed maximum assessments including an annual inflationary adjustment, that will be necessary to provide ongoing funding for the maintenance and servicing of the improvements being proposed; and the assessments so described may only be imposed pursuant to the provisions of the Act and the California Constitution, Article XIID.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

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

**ATTEST:**

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**Denise Jones, City Clerk**  
**City of Tehachapi, California**

**APPROVED AS TO FORM:**

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**City Attorney**  
**City of Tehachapi, California**

STATE OF CALIFORNIA            )  
COUNTY OF SAN BERNARDINO    ) ss  
CITY OF TEHACHAPI                )

I, Denise Jones, City Clerk of the City of Tehachapi, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City of Tehachapi held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

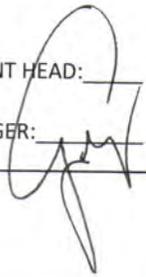
- Vote on the motion:
- AYES:
- NOES:
- ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Tehachapi this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Denise Jones, City Clerk  
City of Tehachapi, California



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014    AGENDA SECTION: CITY ENGINEER

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

**FROM:**                JAY SCHLOSSER, PE, CITY ENGINEER

**DATE:**                MAY 14, 2014

**SUBJECT:**            DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1

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## BACKGROUND

This action by the City Council initiates the process and declares the City's intention to levy assessments within the City of Tehachapi Drainage Benefit Assessment District No. 2014-1. This action also sets the time and place for the public hearing on this issue.

The total annual maintenance and administration costs to the District are \$11,877.65. Annual District costs are funded through the assessments placed on the property tax bills.

## OPTIONS

There are no alternate options for this item.

## RECOMMENDATION

It is recommended that the City Council adopt two resolutions: (1) Initiating proceedings for the formation of Drainage Benefit Assessment District 2014-1 (Parcel Map 10997); and the levy and collection of assessments related thereto commencing with the Fiscal Year 2014/2015; (2) Declaring the City's intention to form the Tehachapi Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997); and declaring its intention to conduct a property owner balloting on the matter of new assessments related thereto commencing with fiscal year 2014/2015.



**TEHACHAPI**

CALIFORNIA

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# City of Tehachapi

## Drainage Benefit Assessment District No. 2014-1

(Parcel Map 10997)

Intent Meeting: May 19, 2014

Public Hearing: July 7, 2014

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Suite 110

Temecula, CA 92590

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# ASSESSMENT ENGINEER'S AFFIDAVIT

## TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (Parcel Map 10997)

### Formation of the District and Establishment of Annual Assessments

#### City of Tehachapi Kern County, State of California

This Report describes the proposed formation of the City of Tehachapi Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997), and the establishment of assessments commencing in fiscal year 2014/2015, pursuant to a resolution of the City Council. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of parcels within the proposed City of Tehachapi Drainage Benefit Assessment District No. 2014-1 .

The undersigned respectfully submits the enclosed Engineer's Report that includes a description of the plans and specifications, method of apportionment, budgets and proposed special benefit assessments associated therewith as directed by the City Council and pursuant to the provisions of the Benefit Assessment Act of 1982, being Chapter 6.4 of the California Government Code, commencing with Section 54703.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Willdan Financial Services  
Assessment Engineer  
On Behalf of the City of Tehachapi

By: \_\_\_\_\_

Jim McGuire  
Senior Project Manager  
Financial Consulting Services

By: \_\_\_\_\_

Richard Kopecky  
R. C. E. # 16742

**PRELIMINARY APPROVAL**

This Engineer's Report and the proposed assessments described herein have been preliminarily approved by the City Council of the City of Tehachapi on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk  
City of Tehachapi

**FINAL APPROVAL**

This Engineer's Report, the improvements and assessments related to the formation of drainage Benefit Assessment District designated (Parcel Map 10997) as described herein, were approved and adopted by the City Council of the City of Tehachapi on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk  
City of Tehachapi

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## INTRODUCTION

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Pursuant to the provisions of the *Benefit Assessment Act of 1982, being Chapter 6.4 of the California Government Code, commencing with Section 54703* (hereafter referred to as the "1982 Act"), and in compliance with the substantive and procedural requirements of the *California State Constitution Article XIID* (hereafter referred to as the "California Constitution"), the City Council of the City of Tehachapi, County of Kern, State of California (hereafter referred to as "City"), propose to form and levy special benefit assessments for the district to be designated as:

### **Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997)**

(hereafter referred to as "District"), which includes all lots and parcels of land within Parcel Map 10997 that will receive special benefit from the drainage improvements installed and maintenance in connection with the development of this non-residential subdivision within the City limits of Tehachapi. This Engineer's Report (hereafter referred to as "Report") has been prepared in connection with the formation of said District and the levy and collection of annual assessments related thereto commencing in fiscal year 2014/2015, as required pursuant to Section 54716 of the 1982 Act.

The City Council proposes to form the District, and levy and collect annual assessments on the County tax roll to provide ongoing funding for the costs and expenses required to service and maintain drainage improvements and appurtenant facilities that are necessary and essential requirements for the development of the properties within the District to cause the protection of those properties and the surrounding ecological environment from flooding. The improvements to be provided by the District and the assessments described herein are made pursuant to the 1982 Act and the substantive and procedural provisions of the California Constitution.

The formation of this District and the assessments described herein commencement in fiscal year 2014/2015 will provide a funding source for the continued operation and maintenance of the drainage improvements that are directly associated with the development of properties within the District and for the special benefit of those properties.

The budgets and assessments described in this Report are based on the planned improvements and development requirements associated with Parcel Map 10997. The budgets described herein, represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to ensure proper maintenance, servicing and funding needs to support the drainage improvements that provide special benefit to properties within the District.

The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Kern County Assessor's

Office. The Kern County Auditor-Controller uses Assessor's Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the special benefit assessments.

As part of this District formation, the City shall conduct a property owner protest ballot proceeding for the proposed levy of a new assessment pursuant to the provisions of the California Constitution, Article XIID Section 4. In conjunction with this ballot proceeding, the City Council will conduct a public hearing to consider public testimonies, comments and written protests regarding the formation of the District and levy of assessments. Upon conclusion of the public hearing, property owner protest ballots received will be opened and tabulated to determine whether majority protest exists (ballots shall be weighted based on the calculated proportional assessment amount for each benefiting parcel), and by resolution the City Council will confirm the results of the ballot tabulation. If majority protest exists, proceedings for the formation of the District and the levy of the proposed assessments shall be abandoned. If tabulation of the ballots indicates that majority protest does not exist for the proposed assessments and the assessment range formula presented and described herein, the City Council may approve the Report (as submitted or amended), order the formation of the District, and approve the levy and collection of assessments. In such case, the assessments for fiscal year 2014/2015 shall be submitted to the Kern County Auditor-Controller for inclusion on the property tax roll for each parcel.

Each subsequent fiscal year, a Report shall be prepared and presented to the City Council describing any changes to the improvements, the proposed services, the annual budget and assessments for that fiscal year, and the City Council shall hold a noticed public hearing regarding these matters prior to approving and ordering the proposed levy of assessments.

This Report consists of five (5) parts:

### **Part I**

**Plans and Specifications:** A description of the District boundaries and the proposed improvements associated with the District. The District is being formed with a single benefit zone encompassing all properties within the territory identified as Tehachapi Drainage Benefit Assessment District No.2 (Parcel Map 10997).

### **Part II**

**The Method of Apportionment:** A discussion of benefits the improvements and services provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. This section also identifies and outlines an Assessment Range Formula that provides for an annual adjustment to the maximum assessment rate that establishes limits on future assessments, but also provides for reasonable cost adjustments due to inflation without the added expense of additional property owner protest ballot proceedings.

### **Part III**

**The District Budget:** An estimate of the annual costs to operate, maintain and service drainage improvements related to the properties within the District. This budget includes an estimate of anticipated direct maintenance costs and incidental expenses including, but not limited to administration expenses and the collection of appropriate fund balances to establish an initial maximum assessment to be approved by the property owners of record. The special benefit maximum assessment proposed for this District is based on an estimate of the annual maintenance and operational expenses at full build out of the improvements. The proposed assessments for the first fiscal year (2014/2015), and each subsequent year shall be based on the estimated net annual cost of operating, maintaining and servicing the District improvements for that fiscal year. The proposed maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report establishes the initial maximum assessment rate for the District in fiscal year 2014/2015 and shall be adjusted annually by the Assessment Range Formula described in the method of apportionment.

### **Part IV**

**District Diagram:** A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Kern County Assessor's Parcel Maps as they existed at the time this report was prepared and includes all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Kern County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

### **Part V**

**Assessment Roll:** A listing of the proposed assessment amount to be presented to the property owners of record in the protest ballot proceedings required pursuant to the provisions of the California Constitution. The proposed assessment amount for each parcel is based on the parcel's proportional special benefit as outlined in the method of apportionment and the proposed initial maximum assessment rate.

## **PART I — PLANS AND SPECIFICATIONS**

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### **PROPERTIES WITHIN THE DISTRICT**

Drainage Benefit Assessment District No. 2014-1, (Parcel Map 10997), consists of 9 parcels designated for non-residential purposes and 1 parcel which incorporates most of the improvements to be maintained

The purpose of the District is to ensure the ongoing maintenance, operation, and servicing of drainage improvements installed in connection with development of properties within the District. This District will provide the financial mechanism (annual assessments) by which the ongoing operation and maintenance of these improvements will be funded.

The District structure, proposed improvements, method of apportionment and assessments described in this Report are based on current development and improvement plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the improvements.

The District is located within the boundaries of the City of Tehachapi, generally situated on Industrial Parkway and North Curry Street.

### **FUNDING AUTHORIZED BY THE 1982 ACT**

As generally defined by the Benefit Assessment Act of 1982 and applicable to this District, the City may impose a benefit assessment to finance the maintenance and operation costs of the following services:

- 1) Drainage; and,
- 2) Flood Control

In addition to imposing a benefit assessment for the annual maintenance and operation of the District improvements, the City may also authorize an assessment or utilize existing assessment revenues to finance the installation, construction or replacement of drainage and flood control facilities. While such activities are permitted under the 1982 Act, the budget and assessments for this District only provide for normal maintenance and operation of the improvements. Since most major rehabilitation/construction projects result from unforeseen damages, the extent and cost of such projects are not easily predicted and to accumulate funds as part of the normal annual assessments is not practical. If such funding becomes necessary, the City may present a new or increased assessment to the property owners to support such projects.

### **IMPROVEMENTS AND SERVICES**

The purpose of this District is to fund the activities necessary to maintain and service the corresponding drainage improvements required of properties within the District. The

maintenance and operation of these improvements may include but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep these improvements in satisfactory condition as well as the collection of assessment installments for the periodic service activities, repair or rehabilitation of various improvements and facilities (not capital improvements expenditures or replacement of the drainage infrastructure).

Detailed maps and descriptions of the location and extent of the improvements to be maintained by the District are on file in the Office of Public Works and by reference are made part of this Report. These plans and specifications may be amended or modified from time to time to reflect future property development within the District or necessary changes to the planned developments currently approved by the City. The net annual cost to provide and maintain the improvements determined to be of special benefit shall be allocated to each property in proportion to the special benefits received from those various improvements. The District improvements and services are generally described as:

### **Drainage Maintenance**

For Parcel Map 10997, the drainage improvements are as follows:

- Basin Maintenance (Parcel Map 10997)
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

## **PART II — METHOD OF APPORTIONMENT**

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The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, operation and servicing of drainage and flood control improvements as well as streets, roads and appurtenant facilities. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*“The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service”.*

Furthermore:

*“The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service, except that the legislative body may, by resolution, determine that the estimated cost of work authorized ... is greater than can be conveniently raised from a single annual assessment and order that the estimated cost shall be raised by an assessment levied and collected in installments.... The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.*

The method of apportionment described in this Report for allocation of special benefit assessments reflects the composition of parcels within the District and the improvements and services provided, to fairly apportion the costs based on the special benefits to each parcel.

### **BENEFIT ANALYSIS**

The ongoing maintenance and servicing of the District improvements is an integral part of the use and preservation of the properties within the District and as such confer a particular and distinct special benefit to those parcels. The proper maintenance of the improvements and appurtenant facilities allows individual parcels to be developed and used to their fullest extent by ensuring adequate drainage and proper control of excess water during periods of rain, which is essential to preservation and protection of private property. In reviewing the drainage analysis prepared in connection with the development of properties in Parcel Map 10997 (which contains all parcels within the District) it was determined that improvements to be maintained through this District are only necessary to provide drainage and control of excess water during periods of rain for properties within the District only. That analysis indicated that the drainage and flow of excess water during periods of rain from surrounding properties will not be addressed by the District improvements and these improvements are only necessary to mitigate water run-off from the properties in the District. Therefore it has been determined that these drainage improvements and the maintenance and servicing of such

improvements is entirely a special benefit to properties in the District and there is no quantifiable general benefit to properties or the public at large.

## **ASSESSMENT METHODOLOGY**

All costs associated with the improvements and services shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with the California Constitution Article XIID Section 4, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The method of apportionment established for this District and described herein, reflects the proportional special benefit each property receives from the improvements and services based on the actual or proposed land use of that parcel as compared to other properties within the District. The benefit formula used to determine the assessment obligation for each parcel is based upon both the type of improvements that benefit that particular parcel as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements.

Upon review of the improvements and the proposed development of properties within the District it has been determined that all properties receive similar special benefits from each of the improvements and services to be funded by annual assessments and a single zone of benefit is appropriate for the allocation of the assessments and proportional special benefit.

### **Equivalent Benefit Units:**

To assess benefits equitably it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The method of apportionment established for most districts formed under the 1982 Benefit Act utilizes a weighted method of apportionment known as an Equivalent Benefit Unit (EBU) methodology that uses a weighted EBU based on an assessment formula that equates the property's specific development characteristics such as land use and size to that of other properties in the District.

Because this district is comprised of only properties that will be developed for non-residential use (excluding the drainage basin which is part of the improvements being maintained) the Equivalent Benefit Unit (EBU) methodology for this District is based entirely on the acreage of the benefiting parcels which provides a reasonable reflection of the anticipated water run-off from each parcel and their proportional special benefit. Therefore each non-residential parcel is assigned 1.0 EBU per acre and parcels less than .25 acre are assigned a minimum of 0.25 EBU. Exempt from assessment is the acreage (parcels or future parcels) that encompass the drainage basin for the District.

### **Assessment Calculations:**

The following formula is used to calculate each parcel's EBU (proportional benefit).

$$\text{Parcel Acreage} = \text{Parcel EBU}$$

The total number of Equivalent Benefit Units (EBU's) is the sum of all individual EBU's applied to parcels that receive special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total cost of the improvements and dividing that amount by the total number of EBU's of all parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

$$\text{Total Balance to Levy} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel EBU} = \text{Parcel Levy Amount}$$

### **ASSESSMENT RANGE FORMULA**

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIII C and XIII D), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an Assessment Range Formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the Annexation costs and assessments. Commencing with fiscal year 2015/2016, the amount of the assessment for the Annexation may be increased to adjust for increases in labor and material costs. For Streetlight maintenance the increase will be based upon the greater of the latest composite percentage change in California Public Utilities Commission ("CPUC") approved rates for each light fixture used in the City's streetlight Maintenance Districts or the Consumer Price Index, All Urban Consumers, for the Los Angeles-Orange-Riverside County Area, as determined by the United States Department of Labor, or its successor, without conducting another mailed ballot election. The Engineer shall compute the percentage difference between the CPI and/or CPUC rates for February of each year and the CPI and/or CPUC rates for the previous February, and shall then adjust the existing assessment by an amount not to exceed such percentage

for the following fiscal year. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the Engineer shall use the revised index or a comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Assessment Range Formula shall be applied to all future assessments within the Annexation. Generally, if the proposed annual assessment (levy per EBU) for the current fiscal year is less than or equal to the calculated Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment (approved by property owners within the Annexation) adjusted annually by the CPI.

The Maximum Assessment is adjusted annually and is calculated independent of the Annexation's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU less than or equal to this Maximum Assessment) is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year.

Although the Maximum Assessment will increase each year, the actual assessment may remain unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjusted maximum amount. If the budget and assessment for the fiscal year do not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment, then the assessment is considered an increased assessment and would be subject to balloting.

## PART III — DISTRICT BUDGETS

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The following budget outlines the estimated annual costs to be collected and deemed necessary for the operation, maintenance and servicing of the improvements for the District. The maximum assessment (Rate per Equivalent Benefit Unit) identified by this budget establishes the initial maximum assessment for the District in fiscal year 2014/2015. This assessment rate shall be adjusted annually by the Assessment Range Formula described in the method of apportionment and collectively this assessment rate and inflationary adjustment will be presented to the property owners of record for approval as part of the balloting process for new or increased assessments in accordance with the provisions of the California Constitution, Article XIII D.

**BAD District No. 2014-1, (Parcel Map 10997)**  
**Fund Number TBD**

Levy Components	Budget
<b>MAINTENANCE &amp; OPERATION EXPENSES</b>	
Drain Sump Maintenance	\$ 6,000.00
Drainage Basin Maintenance	\$ 3,670.00
<b>Total Direct Costs</b>	<b>\$ 9,670.00</b>
<b>INCIDENTAL/ADMINISTRATION EXPENSES</b>	
Levy Administration and Professional Services	\$ 1,139.15
Printing and Publishing	50.00
Mailing and Postage	50.00
County Collection Fee	1.50
City Overhead and Administration	967.00
<b>Total Incidental Costs</b>	<b>\$ 2,207.65</b>
<b>Total Maintenance, Operation &amp; Incidental Expenses</b>	<b>\$ 11,877.65</b>
<b>COLLECTIONS/(CREDITS) APPLIED TO LEVY</b>	
General Benefit Contribution	\$ -
Additional City Contribution	-
<b>Total Contribution/Credit</b>	<b>\$ -</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$ 11,877.65</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	8
Total Parcels Levied	6
Total Equivalent Benefit Units	12.65
Calculated Levy per Benefit Unit	\$ 938.94
<b>Maximum Levy per Benefit Unit (FY 2014/2015)</b>	<b>\$ 938.94</b>

## **PART IV — DISTRICT DIAGRAM**

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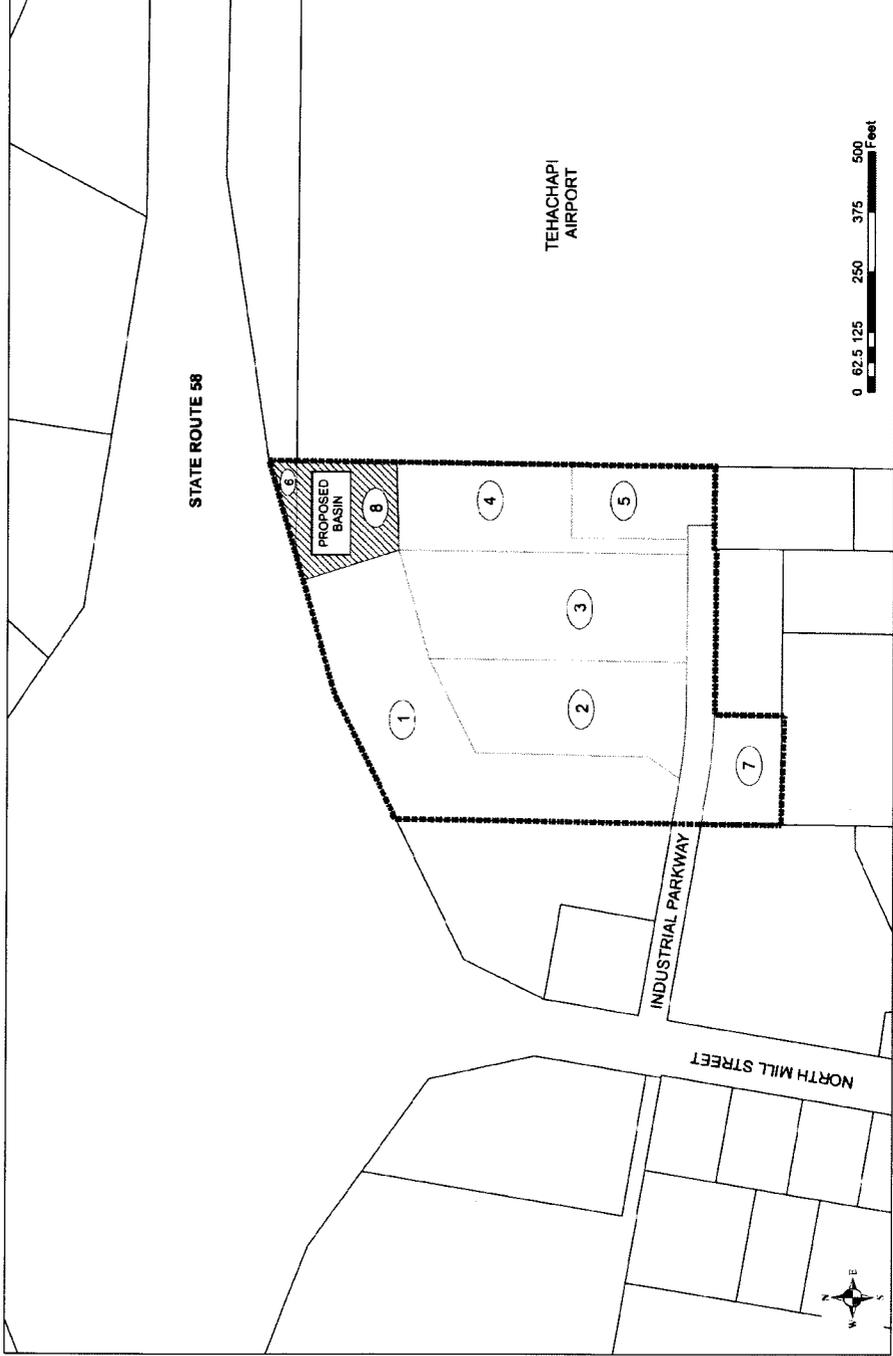
The following District Diagram identifies the area of land within the District to be designated as "Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997)", based on the development and improvement plans for the District, Kern County Assessor's Maps, and Kern County Assessor's property information as the same existed at the time this Report was prepared. The District includes Kern County Assessor's Parcel Map Book 415, Page 170, Parcels 13, 14, 15, 16, 17, 18, and 19. The combination of this map and the Assessment Roll contained in Part V of this Report constitute the Assessment Diagram for the District. The maximum assessment rate, assessment range formula and the proposed assessment amount for each of the lots and parcels of land within the District, as described herein, shall be presented to the property owners of record for approval or protest in accordance with the provisions of the California Constitution.

A copy of the District Diagram follows:

**ASSESSMENT DIAGRAM FOR  
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1  
CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA**

**PROPOSED BOUNDARIES OF  
DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1  
(PARCEL MAP 10997)**

CITY OF TEHACHAPI  
COUNTY OF KERN  
STATE OF CALIFORNIA



SHEET 1 OF 1

FILED IN THE OFFICE OF THE CITY CLERK THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_.

I HEREBY CERTIFY THAT THIS MAP SHOWING THE  
PROPOSED BOUNDARIES OF DRAINAGE BENEFIT DISTRICT  
NO. 2014-1 (PARCEL MAP 10997), CITY OF TEHACHAPI,  
COUNTY OF KERN, STATE OF CALIFORNIA, WAS APPROVED  
BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AT A  
REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_, BY ITS RESOLUTION NO. \_\_\_\_\_.

CITY CLERK  
CITY OF TEHACHAPI

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	Portion of 415-170-14
2	415-170-15
3	415-170-16
4	415-170-17
5	415-170-18
6	415-170-19
7	415-170-13
8	Portion of 415-170-14

**Legend**

District Boundary

Map Reference Number



## **PART V — ASSESSMENT ROLL**

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Parcel identification for each lot or parcel within the District is outlined in the preceding Assessment Diagram and is based on available parcel maps and property data from the Kern County Assessor's Office at the time this Engineer's Report was prepared. A listing of the lots and parcels to be assessed within this District commencing in Fiscal Year 2014/2015, along with the assessment amount for each such lot or parcel is provided below.

If any parcel submitted for collection is identified by the County Auditor-Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor-Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates described in this Report as approved by the City Council. Therefore, if a single parcel is subdivided to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

The following is a list of the lots and parcels of land (parcels) within the District and the corresponding assessment amounts to be levied for Fiscal Year 2014/2015 as determined by the assessment rate and method of apportionment described herein:

Map Reference Number	APN	Acreage	Designated Land Use	Equivalent Benefit Unites	Balloted Amount Assessment (FY 2014/2015)
1	415-170-14 (Portion of)	3.96	Non-Residential Development	3.96	\$3,718.20
2	415-170-15	2.25	Non-Residential Development	2.25	\$2,112.62
3	415-170-16	2.93	Non-Residential Development	2.93	\$2,751.09
4	415-170-17	1.71	Non-Residential Development	1.71	\$1,605.59
5	415-170-18	1.02	Non-Residential Development	1.02	\$957.72
6	415-170-19	0.13	Exempt Parcel	-	\$0.00
7	415-170-13	0.78	Vacant Non-Residential	0.78	\$732.37
8	415-170-14 (Portion of)	1.05	Exempt Parcel	-	\$0.00
<b>TOTAL</b>		<b>13.83</b>		<b>12.65</b>	<b>\$11,877.59</b>

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, INITIATING PROCEEDINGS FOR THE FORMATION OF DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997); AND THE LEVY AND COLLECTION OF ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015**

**WHEREAS**, the City Council pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703 (hereafter referred to as the "Act") desires to initiate proceedings for the formation of "Drainage Benefit Assessment District No. 1 (Parcel Map 10997)" (hereafter referred to as the "District"); and to levy and collect annual assessments to pay for the operation, maintenance and servicing of drainage improvements and appurtenant facilities related thereto; and,

**WHEREAS**, the City has retained Willdan Financial Services as the Engineer of Work, for the purpose of assisting with the formation of the District, the establishment of annual assessments, and to prepare and file an Engineer's Report with the City Clerk in accordance with Section 54716 of the Act and the provisions of the California Constitution Article XIID (hereafter referred to as the "Constitution").

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1:** The above recitals are true and correct.

**Section 2:** The City Council hereby orders Willdan Financial Services to prepare and file with the City Clerk an Engineer's Report concerning the formation of the District and the levy of special benefit assessments for properties therein.

**Section 3:** The purpose of this District is to fund the activities necessary to fund the ongoing maintenance and servicing of the drainage improvements within the District that is for the benefit of properties therein and that have been required for the development of such properties to their full and best use. The maintenance and operation of these improvements may include but are not limited to all materials, equipment, labor, and incidental expenses deemed necessary to keep the drainage improvements and facilities in satisfactory condition as well as the collection of assessment installments for the periodic service activities, repair or refurbishments of the improvements. Detailed maps and descriptions of the location and extent of the specific improvements to be maintained by the District are on file in the Office of Public Works of the City of Tehachapi and by reference these plans and specifications are made part of this Resolution.

**Section 4:** The territory of land within the proposed District includes all lots and parcels of land within the non-residential development known as Parcel Map 10997 within the City of Tehachapi, the County of Kern, State of California, and is generally situated on Industrial Parkway and North Curry Street. The territory of land within the District includes parcels identified by the Kern County Assessor's Office as Assessor Parcel Numbers book 415, page 170, parcels 13, 14, 15, 16, 17, 18 and 19; and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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Phil Smith, Mayor  
City of Tehachapi, California

ATTEST:

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Denise Jones, City Clerk  
City of Tehachapi, California

APPROVED AS TO FORM:

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City Attorney  
City of Tehachapi, California

STATE OF CALIFORNIA            )  
COUNTY OF SAN BERNARDINO    ) ss  
CITY OF TEHACHAPI                )

I, Denise Jones, City Clerk of the City of Tehachapi, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City of Tehachapi held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Tehachapi this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, DECLARING ITS INTENTION TO FORM THE TEHACHAPI, DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997); AND DECLARING ITS INTENTION TO CONDUCT A PROPERTY OWNER BALLOTING ON THE MATTER OF NEW ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015**

**WHEREAS**, the City Council pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703 (hereafter referred to as the "Act"), did by previous Resolution, initiate proceedings for the formation of the "Tehachapi Drainage Benefit Assessment District No. 1 (Parcel Map 10997),(hereafter referred to the "District"); and to levy and collect annual assessments to pay for the maintenance and operation of drainage improvements and appurtenant services related thereto; and,

**WHEREAS**, the City Council desires to form the District; and to levy and collect annual assessments against lots and parcels of land within the District to pay the cost and expenses related to the drainage improvements to be provided by the District and authorized by the Act and the provisions of the California Constitution Article XIID (hereinafter referred to as the "Constitution"); and,

**WHEREAS**, the Assessment Engineer of Work has prepared and filed with the City Clerk an Engineer's Report (hereafter referred to as the "Report") in connection with the formation of the District and the levy of assessments related thereto, commencing with Fiscal Year 2014/2015 (July 1, 2014 and ending June 30, 2015) in accordance with Section 54716 of the Act and the Constitution; and said Report has been presented to the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1:** The above recitals are true and correct.

**Section 2:** The territory of land that comprises the District incorporates all of the lots and parcels of land that will receive a special benefit from the improvements to be maintained, operated and serviced through the District and those lots and parcels of land are inclusive of Assessor Parcel Numbers book 415, page 170, parcels 13, 14, 15, 16, 17, 18 and 19 known as (Parcel Map 10997).

**Section 3:** The proposed improvements and services to be provided and for which properties shall be assessed, include but are not limited to the regular

maintenance, operation and incidental expenses related to the local drainage improvements within the public property, right-of-ways or easements which shall be maintained by the City for the special benefit of the properties therein. The Engineer's Report prepared in connection with these proceedings provides a more detailed description of the improvements and associated costs.

**Section 4:** The Engineer's Report as presented consists of the following: **a)** A Description of the Improvements (Plans and Specifications); and, **b)** The Method of Apportionment that details the method of calculating the proportional special benefits and the annual assessment obligation for each affected parcels including a description of an "Assessment Range Formula" that provides for an annual inflationary adjustment to the maximum assessment rate; and, **c)** The estimated annual costs and expenses to provide the improvements (Budget) that establishes the proposed initial "Maximum Assessment Rate"; and, **d)** An Assessment Diagram (Boundary Map); and, **e)** An Assessment Roll containing the proposed assessment to be levied for each Assessor Parcel Number within the District based on the maximum assessment rate and method of apportionment described therein.

**Section 5:** The Engineer's Report presented is hereby approved on a preliminary basis as submitted or amended by direction of this City Council, and is hereby ordered to be filed in the Office of the City Clerk as a permanent record and remain open to public inspection.

**Section 6:** The City Council hereby declares its intention to form the District, and to levy and collect annual assessments against parcels of land within said District to fund the ongoing cost and expenses of maintaining, operating and servicing the drainage improvements determined to be of special benefit to the parcels of land therein as outlined in the Report prepared in connection therewith, commencing with fiscal year 2014/2015. The City Council finds that the public's best interest requires such action and levy of assessments.

**Section 7:** The City Council hereby declares its intention to conduct a public hearing concerning the formation of the District and the levy and collection of assessments in accordance with Government Code, Section 54954.6 and California Constitution, Article XIID, Section 4(e); and, notice is hereby given that a public hearing on these matters will be held by the City Council on Monday July 7, 2014 at 6:00 P.M., or as soon thereafter as feasible, in the City Council Chambers located at 300 S Robinson Street, Tehachapi, California. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

**Section 8:** Pursuant to Article XIID of the California Constitution, an assessment ballot proceeding is hereby called on the matter of confirming the proposed assessments for the District. The ballots and notices so authorized shall be distributed by first class mail to the property owners of record as of the last County equalized roll, and property owner or owners of each affected parcel may return the ballot by mail or in person to the City Clerk not later than the conclusion of the public hearing for these matters.

**Section 9:** The City Council hereby authorizes and directs the City Clerk or their designee to prepare and mail notice of the Public Hearing and property owner protest ballots to the property owners of record regarding the proposed assessments including the assessment range formula as outlined in the Report, for return receipt prior to the date and time of the public hearing set forth in this Resolution; and, the notice of the hearing and ballot shall be distributed by first class mail to the property owner(s) of record for each parcel within the proposed District subject to an assessment, not less than 45 days before the date of the public hearing pursuant to the California Constitution.

**Section 10:** The property owner protest ballot proceeding conducted for the District shall constitute the property owners' approval or rejection of the annual levy of assessments and assessment range formula described in the Report presented and approved by the City Council. Each property owner may return the ballot by mail or in person to the City Clerk no later than the conclusion of the public hearing scheduled for Monday July 7, 2014. After the close of the Public Hearing, pursuant to Section 4 (e) of the California Constitution, the City Clerk or their designee shall open and tabulate the ballots returned to determine if majority protest exists. Only those ballots issued by or on behalf of the City and signed by the property owner of record or authorized representative, shall be considered as valid ballots and shall be weighted according to the proportional financial obligation of each affected property. Majority protest exists if, upon the conclusion of the hearing, valid ballots submitted in opposition to the assessment exceed the ballots submitted in favor of the assessment; and, in addition to the ballot proceedings, property owners may also file a separate written protest with the City Clerk prior to the conclusion of the hearing, or having previously filed such protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by such property owner. At the public hearing, all interested persons shall be afforded the opportunity to hear and be heard.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Phil Smith, Mayor  
City of Tehachapi, California

ATTEST:

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Denise Jones, City Clerk  
City of Tehachapi, California

APPROVED AS TO FORM:

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City Attorney  
City of Tehachapi, California

STATE OF CALIFORNIA            )  
COUNTY OF SAN BERNARDINO    ) ss  
CITY OF TEHACHAPI             )

I, Denise Jones, City Clerk of the City of Tehachapi, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City of Tehachapi held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

Vote on the motion:

AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of Tehachapi this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

---

Denise Jones, City Clerk  
City of Tehachapi, California



APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

A handwritten signature in black ink, appearing to be "John Jay Schlosser", is written over the signature lines in the approval box.

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014

AGENDA SECTION: CITY ENGINEER

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

**FROM:** JOHN (JAY) SCHLOSSER, P.E.

**DATE:** MAY 29, 2014

**SUBJECT:** PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT SUBGRANT AGREEMENT

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## BACKGROUND

The goal of the proposed project is to connect the City's "Snyder Well", located at the intersection of Snyder Avenue and D Street through the Jacobsen Middle School site to the TCCWD non-potable waterline located near the intersection of Dennison Road and Valley Boulevard. The City's well has, in recent history, produced water with nitrate values at or above the regulated quantity. As such, the City placed the well into a regulated blending plan but we have generally shied away from using the well at all. TCCWD has expressed a desire to add that well to their system for a defined period of time. The proposal being that they will pump the well heavily for several years with the intent to reduce nitrate levels. At the end of this period, the well will be returned to the City for potable use. The second primary benefit of the project is to place the school district athletic fields on TCCWD's non-potable system. This reduces the City's potable water usage (saving us money), reduces the school district's water expenses, and increases TCCWD's revenues.

## DESCRIPTION

At this time, the City needs to sign the attached secondary agreement with the Kern Water Bank Authority (KWBA) in order to access the project funds.

## RECOMMENDATION

The City Attorney and City Engineer are reviewing the subgrant agreement and are working through a few minor modifications.

**APPROVE THE PROPOSITION 84 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT SUBGRANT AGREEMENT SUBJECT TO THE CITY ATTORNY REVIEW.**

**PROPOSITION 84  
ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT SUBGRANT  
AGREEMENT**

**Between the Kern Water Bank Authority; Kern County Water Agency, Improvement District No. 4; Tehachapi-Cummings County Water District; the City of Tehachapi; and the City of Arvin**

This Proposition 84 Round 2 Integrated Regional Water Management Subgrant Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the Kern Water Bank Authority (“KWBA”); the Kern County Water Agency, Improvement District No. 4; Tehachapi-Cummings County Water District; the City of Tehachapi; and the City of Arvin.

**WHEREAS**, KWBA has entered into a Grant Agreement with the State of California Department of Water Resources (“State”) for the purpose of funding projects associated with the Kern Integrated Regional Water Management Plan (hereinafter “IRWM Plan”); and

**WHEREAS**, the Grant Agreement between KWBA and the State, which is known as “Grant Agreement Between the State of California (Department of Water Resources) and Kern Water Bank Authority <Agreement Number> Proposition 84 Round 2 Integrated Regional Water Management (IRWM) Implementation Grants California Public Resources Code § 75026 Et Seq.” (hereinafter “Grant Agreement”), is attached as Exhibit “A” to this Agreement and is incorporated by this reference herein; and

**WHEREAS**, the Grant Agreement contemplates providing funds for six component water enhancement projects associated with the IRWM Plan (hereinafter “Component Projects”) that will be carried out by various public agencies with authority and responsibility for water facilities and programs within Kern County; and

**WHEREAS**, the Grant Agreement provides that KWBA will act as the administrator of the Grant Agreement, will coordinate the completion of the Component Projects with the agencies responsible for completing those projects (hereinafter “Sponsors”), will act as an intermediary between the State and the Sponsors, will be responsible for preparing and

submitting invoices to State and administering grant funds to Sponsors, and will be in charge of overall project management; and

**WHEREAS**, the Grant Agreement provides that the Kern County Water Agency, Improvement District No. 4; the Tehachapi-Cummings County Water District; the City of Tehachapi; the Kern Water Bank Authority; and the City of Arvin will each be a Sponsor of a Component Project; and

**WHEREAS**, Project 1, Grant Administration, will be sponsored and carried out by KWBA; Project 2, Urban Bakersfield Water Use Efficiency Project, will be sponsored and carried out by Kern County Water Agency, Improvement District No. 4; Project 3, Tehachapi Regional Water Use Efficiency Project, will be sponsored and carried out by Tehachapi-Cummings County Water District; Project 4, Snyder Well Intertie Pipeline for Irrigation and Nitrate Removal Project, will be sponsored and carried out by City of Tehachapi; Project 5, Kern Water Bank Recharge and Recovery Enhancement Project, will be sponsored and carried out by the Kern Water Bank Authority; and Project 6, Sycamore Road Flood Reduction Project, will be sponsored and carried out by the City of Arvin; and

**WHEREAS**, Sponsors (including KWBA for costs associated with Project 5) are willing to pay their share of KWBA's costs of administering the Grant Agreement pursuant to Project 1; and

**WHEREAS**, Sponsors are willing to meet all requirements and bear responsibility for all liabilities under the Grant Agreement for their respective Component Projects, including providing matching funds or in-kind matching activities.

**THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS MUTUALLY AGREED BY THE PARTIES THAT:**

1. KWBA shall act as grantee under the Grant Agreement and shall, as an eligible grant recipient, enter in to the Grant Agreement with the State to implement the approved Component Projects of the IRWM Plan for Kern County and to administer grant requirements. KWBA may contract with third parties for the administrative services called for in the Grant Agreement.

2. KWBA shall disburse grant funds to Sponsors for work on their respective Component Projects for activities completed in accordance with the terms of the Grant Agreement, but shall only be obligated to do so upon only receipt of grant funds for that work from the State.

3. The Grant Agreement requires KWBA, as grant administrator, to submit certain documentation to the State regarding the Component Projects. KWBA shall timely submit to the State invoices, reports, and assurances received from Sponsors prepared to meet the accounting, reporting, and other requirements in the Grant Agreement for their respective Component Projects. Sponsors are responsible for submitting such documents to KWBA with sufficient time for KWBA to comply with requirements of the Grant Agreement.

4. KWBA shall maintain accounts for the respective Component Projects in accordance with the Grant Agreement.

5. a.) Sponsors shall carry out, build and/or perform, operate and maintain their respective Component Projects in accordance with all requirements for their respective Component Projects as set forth in the Grant Agreement. The terms and requirements of the Grant Agreement, or any amendment thereof, shall be controlling and mandatory for the purposes of this Agreement where those terms and requirements relate, to any extent, to the Component Projects. Each Sponsor shall fulfill all assurances, declarations, representations and commitments made by that Sponsors to either KWBA or the State in support of that Sponsor's request for grant funds. Sponsors shall meet all requirements and limitations of the Grant Agreement for their respective Component Projects.

b.) In the event any Sponsor wishes to alter the schedule, materials, methods or deliverables related to their respective Component Project as set forth in the Grant Agreement, such Sponsor shall immediately provide notice to KWBA's representative. KWBA shall timely forward Sponsor's request for alteration to the State for consideration.

c.) As KWBA is acting as the grant administrator under the Grant Agreement, questions and other communications related to the Grant Agreement or performance of work

under the Grant Agreement by Sponsors shall be directed to KWBA's representative for resolution with the State.

6. a.) Sponsors shall pay and provide all required grant matching funds or in-kind matching services (where applicable) for their respective Component Projects and shall provide all necessary environmental review and obtain all required permits for their respective Component Project.

b.) KWBA and Sponsors agree that the initial budget for each respective Component Project shall be as follows:

<b>Project</b>	<b>Grant Agreement Funding</b>	<b>Funding Match</b>	<b>Total</b>
1	N/A	N/A	N/A
2	\$ 624,157	\$ 212,533	\$ 836,690
3	\$ 679,112	\$ 70,888	\$ 750,000
4	\$ 601,025	\$ 24,840	\$ 625,865
5	\$ 2,311,278	\$ 770,509	\$ 3,081,787
6	\$ 3,796,326	\$ 61,197	\$ 3,857,523

7. To the extent permitted by law, Sponsors shall fully indemnify, defend, and hold KWBA (including its officers, employees and agents) and each other Sponsor (including its officers, employees and agents) free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including reasonable attorneys' fees and expert expense, judgments, and awards of liabilities arising out of this Agreement or Sponsor's work on their respective Component Project or otherwise failing to comply with the terms and requirements of the Grant Agreement.

8. KWBA will retain Provost and Pritchard to provide support for grant administration as described in the proposal provided in Exhibit X. Each Sponsor shall pay KWBA for its share of those applicable costs as requested, but no more than once per month.

Sponsors will be responsible for their proportional share of any costs above those described in

Exhibit X should any change orders be awarded that increase costs to KWBA. [Need language to provide for change orders from P&P, etc...]

9. KWBA will also incur costs related to staff time for administration of the Grant which must be reimbursed (excluding those associated with its own Component Project). These costs are estimated to be 10% of the costs described in the proposal in Exhibit X. KWBA will invoice the Sponsors at the same time the costs described in Paragraph 8 are invoiced.

10. In accordance with the “Grantee’s Responsibility” provision of the Grant Agreement (Paragraph 7 of Exhibit “A”), the Parties agree that Sponsors shall comply with all applicable laws, policies and regulations in carry out this Agreement, their respective Component Projects, or any other acts required or contemplated by the Grant Agreement.

11. KWBA guarantees that all monies it receives for the respective Component Projects from the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in this Agreement; provided, however, that KWBA shall not be responsible for any money paid out as a result of fraud, forgery or misrepresentation.

12. KWBA shall have no responsibility as grant administrator for maintenance of or insurance for the respective Component Projects of the Sponsors; provided, however, that KWBA shall be responsible for all duties of a Sponsor with respect to Project 5.

13. KWBA is not acting as a surety. This Agreement is not a performance, payment, completion or labor and materials bond. KWBA does not guarantee or warrant that construction of the respective Component Project of an individual Sponsor will proceed, be completed, or that the grant funds for the respective Component Project will be sufficient to meet incurred expenses. KWBA does not guarantee or warrant the plans and specifications for the respective Component Project of a Sponsor. KWBA does not guarantee or warrant any estimated construction costs of budgets set forth in either this Agreement, the grant application or the Grant Agreement. KWBA shall have no responsibility for any aspect of bidding or the selection of contractors or subcontractors to perform any aspect of the work of the respective Component Projects (except its own) of the Sponsors under this Agreement. Instead, KWBA is only acting as a conduit for: 1.) transfer of grant monies to Sponsors for their respective Component Projects in

furtherance of the Grant Agreement; and 2.) the transmission of invoices, reports, financial information and State disclosure assurances and other information required by the Grant Agreement to be transmitted from the Sponsors to the State.

14. KWBA does not guarantee or warrant that it will pay any invoices submitted by Sponsor and will not pay such invoices until monies for approved invoices have actually been transmitted by the State to KWBA. KWBA assumes no liability to any entity, including but not limited to, any Sponsor or any contractors or subcontractors on the respective Component Projects of the Sponsors for any delays by the State in approval or transmittal of grant monies to KWBA.

15. The Parties agree that if any Sponsor abandons or fails carry out its respective Component Project or fails to cure any breach of this Agreement within 30 days of receipt of Notice of Breach from KWBA, then KWBA may, in its sole discretion, serve written Notice of Termination to such Sponsor indicating that the Agreement will automatically terminate with respect to that Sponsor after 10 days if the Sponsor's breach is not reasonably cured (or if that Sponsor does not present a plan to KWBA to cure that breach if cure is not possible within the 10 days).

16. It is agreed by the Parties that if any applicable federal or state budget act of the current year or any subsequent years does not appropriate sufficient funds for the grant and/or if the State terminates the Grant Agreement, then this Agreement shall be of no force and effect. In this event, except for those monies already received from State and approved for payment for the work on the Component Projects, KWBA shall have no liability to transmit any monies for work on the respective Component Projects to the Sponsors. Sponsors agree to indemnify and defend and hold KWBA harmless for any claims asserted against KWBA by any entity in the event that the applicable federal or state budget act does not appropriate sufficient funds for the Component Projects.

17. KWBA shall not be responsible for securing insurance protection against loss or damage from any source (including but not limited to the following: fire, earthquake, vandalism or theft) to the respective Component Projects of the Sponsors (other than its own) or any pre-

purchased materials. KWBA is not liable for any loss or damage resulting from the failure to secure any such insurance. Sponsors shall provide all insurance required for their respective Component Projects as required by the Grant Agreement.

18. Upon completion of construction or performance of the respective Component Project of the Sponsor or termination of this Agreement with respect to an individual Sponsor, KWBA shall: 1.) disburse to that Sponsor any remaining sums of money in the account approved by the State for payment to that Sponsor, which have not already been disbursed by KWBA; and 2.) distribute pro rata refunds to that Sponsor of unexpended administrative costs contributions.

19. Sponsors shall proceed with all reasonable diligence in: 1.) the commencement and completion of their respective Component Project; 2.) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for their respective Component Project; and 3.) submittal of requests for payment that are fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for their respective Component Project.

20. KWBA shall not be obligated to recognize any assignment of this Agreement by any Sponsor to any third party, except as agreed to in writing by both KWBA and all Sponsors.

21. Should any provision of this Agreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Agreement.

22. This Agreement is only for the benefit of the Parties and not for the benefit of any third party, other than the State.

23. Each sponsor shall designate in a written notice to KWBA a representative that will be responsible for making reimbursement requests to KWBA. The signature of such representative on any request for payment shall conclusively and finally establish the right of KWBA to draw checks as so requested, subject to KWBA's performance of its responsibilities as grant administrator to the Grant Agreement and subject to the State's transmittal of grant monies to KWBA for the respective Component Project of the Sponsor requesting payment.

24. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of any Sponsor and KWBA. Sponsors agree to be fully responsible to KWBA for the acts and omissions of their contractors, subcontractors, and persons either directly or indirectly employed by them or otherwise acting as an agent of the Sponsor. Sponsors' obligation to pay their contractors and subcontractors is independent of the obligation of the State to transmit monies to KWBA and KWBA's obligation to transmit monies to a Sponsor. As a result, KWBA shall have no obligation to pay monies to any contractor or subcontractor of any Sponsor (other than its own).

25. Sponsors agree that, at Sponsors' sole expense, Sponsors shall ensure that KWBA, its officers, directors, and employees and agents, shall be named as additional insured, and insured in the same amount as Sponsors, on all policies which Sponsors are required to obtain for their respective Component Projects pursuant to the Grant Agreement. Sponsors agree to provide KWBA with written documentation that it has been so named as an additional insured on all such insurance policies

26. The term of this Agreement shall be the same as, and coincide with, the term of the Grant Agreement and any extensions thereof. This Agreement shall terminate upon the earlier of: 1.) December 31, 2017 (unless extended by the Grant Agreement); 2.) completion of all obligations under the Agreement; 3.) with respect to an individual Sponsor, termination of the Agreement by KWBA due to a breach as set forth in Paragraph 14; or 4.) termination of the Grant Agreement by the State.

27. For three years after completion of the respective Component Project or longer if otherwise required by the Grant Agreement, KWBA and each respective Sponsor shall retain copies of records of: 1.) deposits into, and disbursements from, accounts for the Sponsor's respective Component Project; and 2.) request for payment from that Sponsor. Upon prior written request, KWBA and such Sponsor shall provide reasonable access to inspect such records to each other or the State during normal business hours.

28. Each of the Parties represents and warrants that each person signing this Agreement on behalf of any of the Parties has legal authority to sign this Agreement and bind that Party.

29. Notice pursuant to this Agreement shall be sent by United States mail and by facsimile transmission to the following representatives for the Parties unless notification of a change is provided.

**Kern Water Bank Authority**

Jonathan Parker  
General Manager  
1620 Mill Rock Way, Suite 500  
Bakersfield, CA 93311  
Phone: (661) 398-4900  
Fax: (661)  
E-mail: [jparker@kwb.org](mailto:jparker@kwb.org)

**The City of Tehachapi**

Greg Garret  
City Manager  
115 S. Robinson St.  
Tehachapi, CA 93561  
Phone: (661)  
Fax: (661)  
E-mail:

**Kern County Water Agency,  
Improvement District No. 4**

Name  
Title  
3200 Rio Mirada Drive  
Bakersfield, CA 93308  
Phone: (661)  
Fax: (661)  
E-mail:

**The City of Arvin**

Tim Chapa  
City Manager  
200 Campus Drive  
Arvin, CA 93203  
Phone: (661)  
Fax: (661)  
E-mail:

**Tehachapi-Cummings County Water  
District**

John Martin  
General Manager  
22901 Banducci Road, P.O. Box 326  
Tehachapi, CA 93581  
Phone: (661) 822-5504  
Fax: (661) 822-5122  
E-mail:

30. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

31. This Agreement has been negotiated by the Parties and shall not be construed against any Party as the drafting party.

32. This Agreement will be considered binding and effective when it has been fully executed by the Parties. This Agreement may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Agreement.

WHEREFORE, having read the foregoing and having understood and agreed to the terms of this Agreement, the Parties, on advice of legal counsel, affix their signatures below:

[SIGNATURES FOLLOW ON NEXT PAGE]

**SIGNATURES**

**KERN WATER BANK AUTHORITY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**KERN COUNTY WATER AGENCY, IMPROVEMENT DISTRICT NO. 4**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CITY OF TEHACHAPI**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

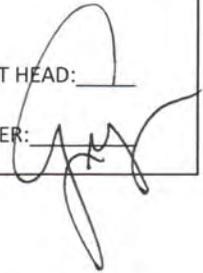
**CITY OF ARVIN**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



# COUNCIL REPORTS

**MEETING DATE:** JUNE 2, 2014

**AGENDA SECTION:** CITY ENGINEER

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

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

**DATE:** MAY 29, 2014

**SUBJECT:** SR2S – PINON STREET AND CURRY STREET PROJECT

**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 improvements are on the west side of Curry Street, north and south of the intersection of Curry Street and Pinon Street. The project consists of curb, gutter, sidewalk, ADA-compliant handicap ramps, concrete cross walks, and minor additional asphalt concrete pavement

On May 5, 2014 advertising began for the project. Staff opened bids for this project on May 28, 2014. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
D.O.D. Construction	\$291,914.00
Griffith Company	\$311,183.00
Golden Valley Construction	\$311,271.10
Cooley Construction	\$321,777.69

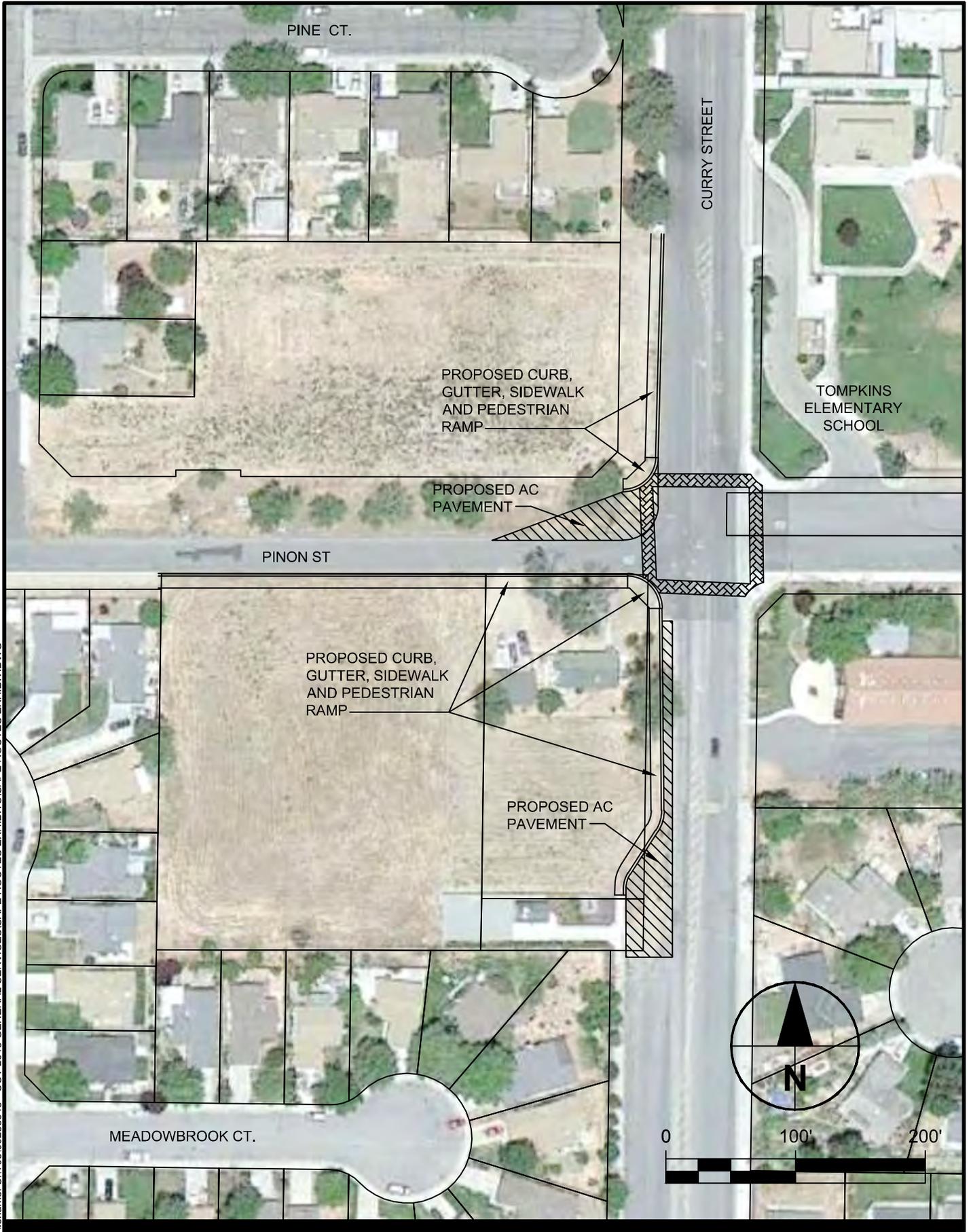
**FISCAL IMPACT:**

This state funded project is authorized through the Safe Routes to School Program. Our total available funding is \$450,000.00, of which \$405,000.00 is reimbursable and the remainder is funding match responsibility of the City.

**RECOMMENDATION:**

City staff has reviewed the bids as received and has deemed the proposal from D.O.D. Construction to be responsive.

**AWARD THE SR2S PINON STREET AND CURRY STREET PROJECT TO D.O.D. CONSTRUCTION IN THE AMOUNT OF \$291,914.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$14,595.70).**



CITY OF TEHACHAPI

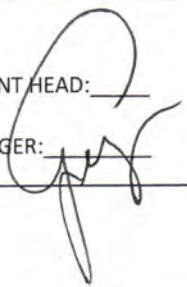
VICINITY MAP  
SAFE ROUTES TO SCHOOLS  
PROPOSED IMPROVEMENTS

**AECOM**

Figure: 1



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

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

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014

AGENDA SECTION: CITY ENGINEER

---

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

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

**DATE:** MAY 28, 2014

**SUBJECT:** TEHACHAPI POLICE DEPARTMENT LANDSCAPE IMPROVEMENTS – NOTICE OF COMPLETION

---

## BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with Alpha Scapes for the Tehachapi Police Department Landscape Improvements. Following a walk-through by City Staff, and completion of all “punch list” items by the contractor, it has been determined that all contract items have been completed. At this time, a Notice of Completion must be filed in order to close the contract.

## RECOMMENDATION

**APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI POLICE DEPARTMENT LANDSCAPE IMPROVEMENTS AND DIRECT STAFF TO RECORD SAME.**

RECORDING REQUESTED BY AND  
FOR THE BENEFIT OF AND  
WHEN RECORDED MAIL TO:

City Clerk's Office  
CITY OF TEHACHAPI  
115 South Robinson Street  
Tehachapi, CA 93561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 8<sup>th</sup> day of April 2014, by and between the City of Tehachapi, the Owner, and Alpha Scapes, the Contractor, for all work necessary to complete the Tehachapi Police Department Landscape Improvements, located at 220 West "C" Street, Tehachapi, CA 93561, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 28<sup>th</sup> day of May 2014, on behalf of the Owner.

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

Greg Garrett, being duly sworn, says: That he is the City Manager and Authorized Agent of the City of Tehachapi, the City that executed the foregoing Notice as the Owner of the Property herein described; that he makes this verification on behalf of the City; and that he has read said Notice and knows the contents thereof, and that the facts there instated are true.

\_\_\_\_\_  
State of California  
County of Kern

\_\_\_\_\_  
Subscribed and sworn to (or affirmed)  
before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2013, by  
(1) \_\_\_\_\_,  
proved to me on the basis of satisfactory  
evidence to be the person who  
appeared before me.

Signature \_\_\_\_\_

Place Notary Seal Above



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014      AGENDA SECTION: CITY ENGINEER

---

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

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

**DATE:** MAY 28, 2014

**SUBJECT:** COMMUNICATIONS CONDUIT PROJECT – NOTICE OF COMPLETION

---

## BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with Flatiron Electric Group for the Communications Conduit Project. Following a walk-through by City Staff, and completion of all "punch list" items by the contractor, it has been determined that all contract items have been completed. At this time, a Notice of Completion must be filed in order to close the contract.

## RECOMMENDATION

**APPROVE THE NOTICE OF COMPLETION FOR THE COMMUNICATIONS CONDUIT PROJECT AND DIRECT STAFF TO RECORD SAME.**

RECORDING REQUESTED BY AND  
FOR THE BENEFIT OF AND  
WHEN RECORDED MAIL TO:

City Clerk's Office  
CITY OF TEHACHAPI  
115 South Robinson Street  
Tehachapi, CA 93561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 18<sup>th</sup> day of December 2013, by and between the City of Tehachapi, the Owner, and Flatiron Electric Group, the Contractor, for all work necessary to complete the Communications Conduit Project, with various locations from 115 S. Robinson Street to 220 West "C" Street, Tehachapi, CA 93561, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 28<sup>th</sup> day of May 2014, on behalf of the Owner.

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

Greg Garrett, being duly sworn, says: That he is the City Manager and Authorized Agent of the City of Tehachapi, the City that executed the foregoing Notice as the Owner of the Property herein described; that he makes this verification on behalf of the City; and that he has read said Notice and knows the contents thereof, and that the facts there instated are true.

\_\_\_\_\_  
State of California  
County of Kern

\_\_\_\_\_  
Subscribed and sworn to (or affirmed)  
before me on this \_\_\_\_ day of  
\_\_\_\_\_, 2013, by

(1) \_\_\_\_\_,  
proved to me on the basis of satisfactory  
evidence to be the person who  
appeared before me.

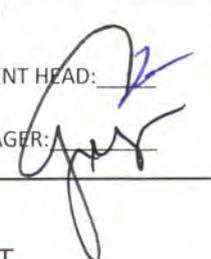
Signature \_\_\_\_\_

Place Notary Seal Above



# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



**MEETING DATE:** June 2, 2014    **AGENDA SECTION:** POLICE DEPARTMENT

---

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

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

**DATE:** MAY 29, 2014

**SUBJECT:** PROPOSED CONTRACT FOR CONSULTANT SERVICES FOR POLICE DISPATCH NEEDS ASSESSMENT, DEVELOPMENT OF SYSTEM ALTERNATIVES AND COSTS

---

## BACKGROUND

As Council is aware, the City has contracted with the Bear Valley CSD for police dispatch services since July 1, 2007. With limited dispatch options at the time, the original amount of the contract was \$276,290. This amount was based upon Bear Valley hiring three additional full-time dispatchers and TPD paying 50% of the cost for the dispatch supervisor. In the second year, based upon TPD's calls for service, the contract was increased to provide for one additional full-time dispatcher. With the 5% escalation clause built into the contract, the 2013-14 contract cost has risen to \$446,498. Based upon staff analysis, it appears that the current contract cost exceeds the actual cost of the service provided to the City by at least \$100,000. After discussions extending over several months, Bear Valley has declined to reduce the contract amount.

As Council is also aware, the new police facility has been designed and built to accommodate a police dispatch center. Staff has generated preliminary cost projections for implementation and operation of a TPD dispatch center, however feels that it is fiscally prudent to have a reliable consultant conduct a needs assessment and confirm cost projections. RCC Consultants, Inc, is an international communications consulting firm with a regional office in San Bernardino. They have experience on similar size projects and an existing relationship with Kern County Communications. RCC has submitted the attached proposal for a needs assessment, development of system alternatives and costs to be completed within a six week time frame.

## FISCAL IMPACT

The cost of the proposed contract and fiscal impact is \$14,858.00.

## OPTIONS

- Approve and, subject to City Attorney approval, authorize the Mayor to sign the proposed agreement with RCC Consultants, Inc.
- Do not approve the proposed agreement.

**RECOMMENDATION**

**APPROVE AND, SUBJECT TO CITY ATTORNEY APPROVAL, AUTHORIZE THE MAYOR TO SIGN THE PROPOSED AGREEMENT WITH RCC CONSULTANTS, INC.**

Attachment: Proposal for Police Dispatch Needs Assessment, Development of System Alternatives and Costs

# City of Tehachapi, California Engineering and Consulting on Public Safety Dispatch Options

Presented to:

Tehachapi Police Department

May 28, 2014



## **RCC Consultants, Inc.**

100 Woodbridge Center Drive, Suite 201  
Woodbridge, New Jersey 07095  
Website: [www.rcc.com](http://www.rcc.com)

**Proposal Contact: Thomas Gray**  
Vice President and General Manager  
266 E 33<sup>rd</sup> Street  
San Bernardino, CA 92404-2259  
Telephone: 909.881.0250  
Email: [tom.gray@rcc.com](mailto:tom.gray@rcc.com)



Chief Jeff Kermodé  
Tehachapi Police Department  
129 East F Street  
Tehachapi, CA

May 28, 2014

Dear Chief Kermodé,

Based on our past conversations and the outline of requirements you provided, RCC understands that the City of Tehachapi currently relies on the Bear Valley Police Department dispatch for 9-1-1 and tactical support. With the City moving to a new administrative facility that could accommodate a dispatch function for the City, consideration is being given to a self-performing dispatch out of the new facility. As discussed, RCC has performed many such projects and typically accomplishes this in three phases of work; 1) Defining needs and baselining costs and design, 2) Procurement support, and 3) Project management support through implementation and final acceptance.

This proposal is for the initial phase one work to baseline the system define needs, and report on the feasibility of the project in this case. This proposal defines a phase one scope of work, an approach, and a deliverable defining a path forward.

I would be pleased to answer any questions you may have about our proposal, and look forward to hearing from you in the near future.

Sincere

A handwritten signature in black ink, appearing to read 'Tom Gray', with a stylized flourish at the end.

Tom Gray  
Vice President & General Manager  
RCC Consultants, Inc.  
266 East 33rd Street  
San Bernardino, CA 92404  
(909) 881-0250  
[tom.gray@rcc.com](mailto:tom.gray@rcc.com)

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## Who We Are

Since 1983, RCC Consultants, Inc. (RCC) has been serving the needs of more than 1,500 governments, utilities, higher education, public safety agencies, and essential services clients throughout the world. RCC specializes in the design and implementation of critical communications and information systems including radio communications systems, microwave and fiber optic systems, broadband, intelligent transportation systems, public safety dispatch facilities and supporting systems, and public safety telephone and information systems.

RCC has a unique and deep understanding of all facets involved in the design, development and operation of public safety wireline, wireless and supporting data systems. This comprehensive expertise built over decades of success enables us to offer fully informed and more effective solutions to our clients. We differentiate ourselves through four aspects of our business:

- Experience** For nearly 30 years, RCC has been at the forefront of wireless communications and information systems technology. We pioneered the development of comprehensive multiple layer, radio frequency engineering software tools, used by organizations around the world.
- Team** Our full-time staff of more than 130 consultants, engineers and support staff are some of the most respected and sought-after specialists in their fields. Experienced in the design and operation of all major manufacturers' platforms, our team will have a local presence and will utilize the resources of the company to perform the project tasks.
- Approach** We believe in forming strong partnerships with our clients, and our record of repeat business is testimony to our focus on complete client satisfaction. We approach every project with time-proven engineering and project management strategies that help our clients implement the right long-term solutions for their needs.
- Independence** We provide unbiased recommendations to our clients, ensuring they receive thoughtful, independent solutions. We will never accept any form of payment from manufacturers, distributors or suppliers for recommending their products.

### Corporate Structure

Incorporated in 1983, in the State of Delaware, RCC is a privately held corporation. RCC maintains its corporate headquarters in Woodbridge, New Jersey and maintains six regional offices across the United States, in Harrisburg, Pennsylvania; Houston, Texas; Richmond, Virginia; San Bernardino, California, St. Louis, Missouri, and Tallahassee, Florida.

Corporate Address:

**RCC Consultants, Inc.** Telephone: (732) 404-2400 or (800) 247-4796  
100 Woodbridge Center Drive Fax: (732) 404-2556  
Suite 201 Website: [www.rcc.com](http://www.rcc.com)  
Woodbridge, New Jersey 07095 Email: [info@rcc.com](mailto:info@rcc.com)

RCC is dedicated to performance with integrity in every interaction. This commitment is the cornerstone of our past, present and future success. We maintain a Corporate Compliance Program to convey our long-standing commitment to compliance with the law and our high standards of ethical business and personal conduct.

RCC employees are expected to observe high standards of business and personal ethics. This requires the practice of honesty and integrity in every aspect of our dealings with our clients, partner companies, vendors, the public, our employees and governmental and regulatory authorities.

RCC is not affiliated with, nor do we have any financial interest in, any communications equipment manufacturer, distributor or supplier. RCC does not receive or accept remuneration of any type from any manufacturer, distributor or supplier for recommending any of their products. Employees – and the company – must be free from any actual or potential conflict of interest in interactions with our clients, the public, our partners and our vendors.

RCC and our employees comply with all applicable laws and regulations. We take this responsibility seriously and expect that our actions will reflect our commitment to honest, ethical and professional interactions with our stakeholders.

**Serving Those Who Serve**

We view each new engagement as an opportunity for RCC to draw upon its deep experience and diverse capabilities to help our clients successfully navigate the complexities of communications and information system technology projects. This is our way of serving the dedicated men and women who unselfishly serve our communities.

We do this by setting high standards for our employees and our work and through strict adherence to our Vision, Mission, and Values.

**Vision** RCC's vision is to be the most respected and technically competent provider of client-centered consulting, engineering, integration and outsourcing services in the fields of voice and data communications.

**Mission** RCC's mission is to provide solutions that allow our clients to meet their objectives through the application of communications and information technologies.

**Values** We believe we can best fulfill our vision and accomplish our mission by living these values every day:

- *Client Centered* – We are committed to achieving the best outcomes by gaining a thorough understanding of client operations, by providing responsive service and through effective communications between RCC

and our clients.

- *Doing It Right the First Time* – We will deliver superior products and services in everything we do for our clients.
- *Honesty and Fairness* – We will act openly, ethically, equitably and consistently in all we do.
- *Unbiased and Objective* – We will provide our services without potential or perceived conflicts of interest and maintain a completely independent position in every engagement.
- *Teamwork* – We will come together as a diverse workforce to achieve our vision and to help our clients find the solutions that meet their needs.
- *Excellence* – We will perform our jobs effectively and by being informed and excited about our clients and our services.
- *Lifelong Learning* – We will consistently seek knowledge and use that knowledge to benefit our clients.
- *Profitability* – We are committed to earning financial returns that will enable sustainable growth and enhance stakeholder value.
- *Quality of Life* – We are committed to improving the lives of our families and the well-being of our community.

## Our People

RCC has gained the reputation of being a respected leader in wireless communications because of the depth and breadth of our knowledge and experience. We have a diverse team of more than 130 professionals with a rich variety of experience and qualifications – all who are carefully matched to projects based on our clients' specific objectives.

We are especially proud of the tenure of our team – more than 90% of our staff has been with RCC for five or more years. This longevity ensures we retain a deep wealth of knowledge, as well as consistent staffing, on our projects.

## Our Participation in Industry, Standards and Regulatory Groups

RCC's consultants and engineers are frequent contributors to nationally recognized industry and standards-setting organizations, such as the Telecommunications Industry Association (TIA), Institute of Electrical and Electronic Engineers (IEEE), Integrated Justice Information Systems (IJIS) and American National Standards Institute (ANSI).

An original signatory to the Terrestrial Trunked Radio Memorandum of Understanding (TETRA MoU) in 1994, RCC staff has served in leadership roles within the organization since its inception. We chair or serve on technical Task Forces of the



IEEE and our experts have helped forge standards that have been adopted by the IEEE. Taking an active leadership role in the industries we serve helps us to provide our clients with clear insight into new and emerging technologies.

## **Essential Services Consulting and Engineering Services**

---

For more than 1,500 clients around the world, RCC has provided solutions through wireless and wired voice/data communications and information technologies. Our consultants and engineers are experts in strategic planning and direction, business analysis, system design, procurement, implementation, systems integration, monitoring and maintenance.

### **Our Technical Expertise**

#### **Radio Communications Systems**

- All frequency bands HF, VHF, UHF, 700 MHz, 800 MHz, 900 MHz and microwave
- Digital and Analog Systems
- Conventional and Trunked Systems
- Simulcast Systems
- Cellular and Other Roaming Technologies
- Coverage Prediction Modeling
- Interference Control and Analysis
- Coverage Measurement and Verification

#### **Microwave and Fiber Optic Transmission Systems**

- Point to Point and Point to Multipoint
- Digital – Ethernet Microwave Radio Design
- Analog/Digital Interface and Conversion
- Alarm and Monitoring Systems
- Microwave Propagation Modeling
- System Optimization
- Power Supplies

#### **Communications/Dispatch Center Planning, Facilities Design and Cost Estimating**

- Consolidation/Co-location Studies
- Space Planning and Floor Plan Layout
- Ergonomic Recommendations
- Environmental Controls
- Dispatch Console Furniture Design
- Console System Radio and Data Interfaces
- Dispatch Center Staffing and Management Operations Studies

#### **Public Safety Emergency Telephone Systems**

- E9-1-1 Emergency Telephone Number Systems
- Next Generation 9-1-1

#### **Telephony Services**

- Voice over IP (VoIP) Network Specification/Deployment
- ACD Administration
- Performance and Capacity Management
- Call Accounting Services

#### **Information Technology And Data Systems**

- Computer Aided Dispatch (CAD)
- Records Management Systems (RMS)
- Mobile Computing (MDC)
- Automatic Vehicle Location (AVL)
- Geographic Information Systems (GIS)
- Field Based Reporting (FBR)
- Wireless Data Systems – Public and Private

#### **Data Networks**

- Local and Wide Area Networks
- Broadband Wireless (WiMax, WiFi, LTE)
- Voice, Data, Video Structured Cabling Systems
- Supervisory Control and Data Acquisition

#### **Fiber Optic Networks**

- Campus Networks
- Metropolitan Networks

#### **Communications Site Planning**

- Tower Specifications
- Site Development, Planning, Zoning, Acquisition
- Lightning Protection, Grounding, Bonding
- Equipment Shelter and Room Design
- Security and Alarm Systems
- Backup Power and Fuel Systems
- Automatic Fire Suppression Systems
- Surveillance Cameras

- Wireless 9-1-1 Deployment
  - Wireless Location Accuracy Testing
  - Automatic Call Distributor Systems
- Intelligent Transportation Systems**
- Traffic Management Systems
  - Highway Advisory Radio Systems
  - Mass Transit Communications Systems

- Network Services**
- Business Case and Strategic Planning
  - Network Planning, Engineering and Construction
  - Network Optimization and Management
- Market Research**
- Technology
  - Market Segment Research

### **Financial Strength**

Through our strong risk management discipline and financial strength, RCC has thrived for more than 30 years. We are deeply committed to safeguarding our financial stability. Copies of our audited financial statements for the previous three years are available upon request.

### **Integrity**

RCC is dedicated to performance with integrity in every interaction. This commitment is the cornerstone of our past, present and future success. Our Corporate Compliance Program was established to convey our long-standing commitment to compliance with the law and our high standards of ethical business and personal conduct.

Employees participate in the Program three ways: first, by exercising good judgment and personal integrity; second, by reading, understanding and complying with our Code of Conduct and Corporate Integrity policies and procedures; and third, by reporting any potential violations of laws or policies.

### ***Business and Personal Ethics***

RCC employees are expected to observe high standards of business and personal ethics. This requires the practice of honesty and integrity in every aspect of our dealings with our clients, partner companies, vendors, the public, our employees and governmental and regulatory authorities.

### ***Absence of Conflict of Interest***

RCC is not affiliated with, nor do we have any financial interest in, any communications equipment manufacturer, distributor or supplier. RCC does not receive or accept remuneration of any type from any manufacturer, distributor or supplier for recommending any of their products. Employees – and the company – must be free from any actual or potential conflict of interest in interactions with our clients, the public, our partners and our vendors.

### ***Compliance with Laws and Regulations***

RCC and our employees comply with all applicable laws and regulations. We take this responsibility seriously and expect that our actions will reflect our commitment to honest, ethical and professional interactions with our stakeholders.

RCC has been in continuous operations since 1983 and has never filed or had filed against it any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or

undergone the appointment of a receiver, trustee, or assignees for the benefit of creditors.

There are no pending Securities Exchange Commission investigations involving RCC and there are no open or pending litigation initiated by RCC in a customer matter.

### ***Political Contributions***

Federal and state laws place complex restrictions on the making of corporate political contributions. Because RCC complies strictly with all applicable laws and regulations relating to corporate political contributions, no employee may involve RCC in any way in political campaigns. No political contributions for any candidate shall be made for or on behalf of RCC by any employee unless it has been approved by Company management under established corporate procedures. RCC resources may not be used to support any candidates or political committees.

### ***Equal Employment Opportunity/Affirmative Action Statement***

RCC is an equal opportunity employer and does not discriminate on the basis of race, color, gender, religion, age, sexual orientation, national or ethnic origin, disability, marital status, veteran status or any other occupationally irrelevant criteria. We promote affirmative action for minorities, women, disabled persons and veterans in all our employment practices.

### ***Our Commitment to Quality***

We have an uncompromising commitment to providing our customers with quality engineering and consulting services, while meeting the highest level of ethical standards and performance in our jobs.

At RCC, quality performance means two things. First, we take pride in satisfying our customers by delivering consulting and engineering services that meet their specified requirements within schedule, budget, and performance standards. Second, we are committed to continuously improving the processes by which we provide our services so that our work meets our client's requirements and is done right the first time.

RCC's Quality Management System (QMS) incorporates quality planning and provides a framework for managing activities that enable the company to provide services that consistently satisfy our clients' requirements. This tool is used achieving the high client satisfaction levels we have become known for. The QMS includes mechanisms for continual improvement by monitoring processes based on their significance, measuring their effectiveness against objectives, and management selection of processes for improvement.

Our QMS provides a comprehensive set of customizable management and technical processes, procedures, engineering life-cycle models, and other practical aids that are based on industry standards and best practices from CMII®, the Project Management Institute, the International Organization for Standardization, Electronic Industries Alliance, and three decades of RCC experience in wireless and wireline communications systems engineering and consulting.

We recognize that our clients' appraisal of our performance is critically important to our overall reputation and that our clients' satisfaction is the key factor in our overall success.

## References



<b>Client:</b>	City of Oakland
<b>Contact:</b>	Ahsan Baig IT Director (Acting) (510) 238-3010 <a href="mailto:abaig@oaklandnet.com">abaig@oaklandnet.com</a>
<b>Status:</b>	In-Process
<b>Project Description:</b>	Assess the New Harris P25 Radio System. Evaluate Options for the City for Future Public Safety Radio Platform

The City of Oakland, CA has a population of just under half a million, however process as many public safety calls for service as the City of San Jose that has a population of one million. Over the past 5 years the City's aging Harris EDACS radio system was collapsing with unacceptable failures and growing dissatisfaction of its users. The City seized upon the presented by rebanding of its 800MHz system to make improvements to the system upgrading to P25, adding a radio site, and acquiring some new equipment.



The P25 simulcast system went live in June 2011. Unfortunately the launch of the P25 system was accompanied by a number of initial problems due to a software mismatch between the user radios and the radio infrastructure software versions. These problems created a very poor first impression of the new system, an impression that still lingers to this day.

RCC was selected by the City of Oakland in 2011, following the continued problems with the P25 system to review the current state of the City of Oakland's P25 Radio System and assess its present condition and suitability for use by the City's public safety agencies. This evaluation also includes a review of various means of communicating with neighboring agencies, to achieve communications "interoperability" with those agencies. Further, this evaluation also includes a review of the City's current Radio Shop's staffing, facilities and equipment, and makes recommendations for improving those facilities and capabilities.

RCC performed the assessment of this system through site evaluations, interviews, and ultimately a drive test of the service area. Given our findings and lack of acceptable options, RCC recommended

that the City take steps to upgrade existing facilities in the short term, while proceeding with the Conceptual Design and Budgetary Estimate phase to develop a clearer picture of how many sites would be required to address Oakland's coverage issues. At the same time RCC recommended that Oakland should enter into direct negotiations with the East Bay Regional Communications System Authority (EBRCSA) to iron out issues of cost and control associated with the City's participation in the new system. RCC also identified deficiencies in the condition of the City's radio sites, and in the operations of the City's radio shop. The sites lacked backup generators and a centralized alarm system, which resulted in system failures that were only recognized when the system operationally went out of service. Culturally, the City's radio shop was overwhelmed and reactionary to failures. Both of these concerns outlined in the RCC Report have been addressed.

RCC is currently working with the City in the "side by side" comparison of the Oakland Harris P25 and EBRCSA Motorola P25 Systems from a technical, operational, and fiscal assessment. RCC is also supporting the City with strategic and financial review issues related to a potential move to EBRCSA.



## Consulting Projects

<b>Client:</b>	County of Fresno, On Behalf of the Seven Counties in the Central Valley Planning Area (CPA) of California
<b>Contact:</b>	Chairman, CPA Executive Committee Lt. Michael Salvador Madera County Sheriff's Dept. 559-675-7775 <a href="mailto:msalvador@madera-county.org">msalvador@madera-county.org</a>
<b>Status:</b>	2009, Completed 2Qtr 2011
<b>Project Description:</b>	RCC has been tasked to develop a "near-term" regional interoperability solution. Including a system of systems design, governance structure, and long term strategic planning

The CalSIEC Central Planning Area (CPA), also identical to California Mutual Aid Region V, includes the Operational Areas comprised of the counties of Fresno, Kern, Kings, Madera, Mariposa, Merced, and Tulare. The approximately 120 public safety agencies in these communities support a population of nearly 3 million citizens over a geographic area of 26,000 square miles which is a land mass similar to the size of the State of Tennessee. The geography of the region varies greatly from dense urban areas on the valley floor with flat terrain to suburban and rural communities and national parks tucked into rugged mountain ranges with peaks in excess of 14,000 feet above sea level.

The systems across the CPA are comprised of a very diverse network of RF transmission sites, satellite receivers and a digital microwave/fiber backbone. There are more than 150 radio sites across the entire CPA using numerous technologies including conventional analog repeaters, digital P25, trunking and simulcast, which provide voice, data and video surveillance capabilities. The systems use disparate frequency bands across the CPA region including low band, VHF, UHF and 800 MHz. In many cases, law, fire and EMS services are on different bands in the same Operational Area. There are approximately 20,000 subscriber radios operating in the

CPA with virtually every public safety equipment manufacturer represented including Motorola, Bendix/King, Kenwood, Yaesu and others.

The CPA retained RCC Consultants to assess existing resources and develop a plan to ensure radio interoperability between the seven Central Valley counties. This project effort was funded through Public Safety Interoperable Communications (PSIC) grants and through the Interoperable Emergency Communications Grant Program (IECGP).

RCC was tasked with assessing the existing levels of radio interoperability within each county, identifying communications needs, conducting a GAP analysis, and developing a conceptual system design for interoperability improvements.

RCC was also tasked to develop a governance plan that addressed agency involvement, contribution equity, agency separation, and organizational processes. Upon completion of the governance plan RCC managed and conducted the governance meetings for the CPA. RCC also assisted in the development of training procedures and standard operational procedures for each county.



**Client:** City of Visalia, California

**Contact:** Ms. Veronica McDermott  
Visalia Police Department  
303 S Johnson Street  
Visalia, CA 93291  
559.713.4230  
[vmcdermott@ci.visalia.ca.us](mailto:vmcdermott@ci.visalia.ca.us)

**Status:** Completed 2010

**Project Description:** Evaluate and Provide a Plan for a new Consolidated County Dispatch Facility

RCC was selected by the City of Visalia, on behalf of the City, participating cities, and Tulare County to assess existing operations and evaluate public safety dispatch capacities in the County. Following RCC's recommendations RCC developed an initial programming plan for a new \$10M consolidated dispatch center that would support Countywide dispatch and integrate all participating entities.

RCC assessed and commented on a governance strategy to ensure equitable contribution, management, and participating integration into the operation of the new facility. A special consideration that was addressed in this plan was to propose a sustainable facility and to mitigate issues of potential contamination, and flooding threats. RCC proposed the building of a 6' berm as part of defining this new essential services facility.

While RCC issued the Report in 2010, the Project has evolved now into a City of Visalia and Tulare County Sheriff's Project. RCC remains in touch and is standing ready to support the Project during architectural design and construction.

The City is moving forward with the new Dispatch Center Project, just for the City of Visalia. RCC is hoping to support this effort in the future.

## Staff

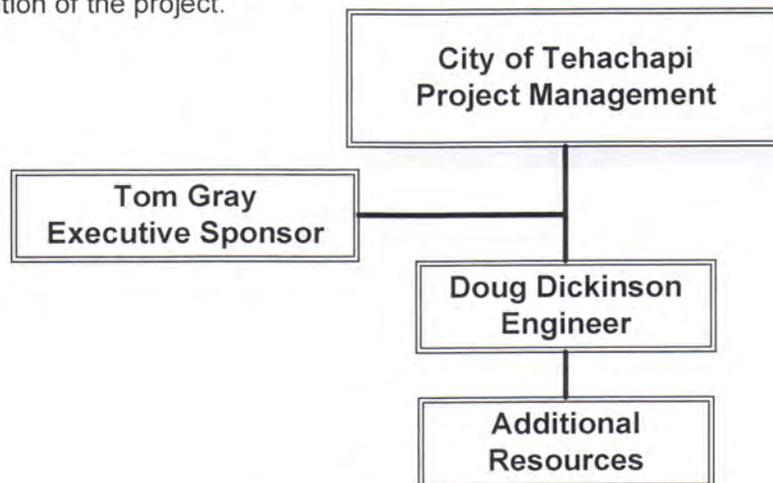
The relationship between the RCC Personnel and the Client is as important as the reputation, capabilities and experience of the consultancy. It is generally accepted that how the consulting team executes the work will affect the relationship with the client and consequently the success of the effort. This relationship is best demonstrated by the long-term relationships RCC has forged with clients like Fairfax County, VA, where we have had the same engineer engaged with the County for 15 years and in the State of Delaware, where our team has been engaged for more than 10 years. RCC has been engaged with the City of Los Angeles on various projects since 1995 including the LAPD Prop M Project, and the City Departmental Interoperability Project that evolved into the Regional LA-RICS Project. Building these types of relationships with our clients has taught us that consulting engagements that possess the following success factors will lead to more favorable project outcomes:

- Competent and Experienced Consultants
- An Emphasis on Client Results
- Clear and Well-Communicated Expectations and Outcomes
- Visible Executive Support
- An Investment Up Front in Learning the Client's Environment
- Real Partnership with the Client

We have carefully chosen a senior engineer to deliver and manage this work effort for the Tehachapi. Our engineer manager brings wireless systems and public safety consultancy experience, which specializes in both general operations and emergency communications networks and their related systems. Our approach combines the specialized technical expertise and leadership that is necessary to develop a comprehensive migration solution.

### Staffing Plan

Our staffing plan is designed to obtain, deliver, manage and sustain highly qualified resources to this effort so that the project objectives are achieved. Our staffing plan describes how these staffing needs will be delivered and managed in the successful execution of the project.



# Thomas K. Gray

## Vice President and General Manager

### Technical Expertise

*Voice/Data Networks*

*Traffic Engineering*

*Voice and Data Switching Systems*

*High Call Volume Center Design*

*Microwave*

*SS7/SONET*

*Console Design*

*Software Development Management*

*RAM Analysis*

*Audio/Visual Systems*

*Power / Grounding Systems*

### Education

*Fullerton College, Electrical Engineering*

*Brigham Young Univ., Electrical Engineering*

*Southern Alberta Institute of Tech., Switching Systems*

### Awards, Affiliations and Certifications

*National Emergency Number Association (NENA)*

*Avonti G1 Certified*

*CBXII 8000 International Certified*

*California OES Emergency Ops. Ctr. Design Certified*

*Chaired IIR Conferences on Wireless 9-1-1 Deployment*

Mr. Gray directs RCC's efforts in the Western Region. His technical and project management expertise are a result of more than 30 years in telecommunications. He has appeared before the U.S. Congress on issues related to ADA and public safety, and has chaired two international conferences on wireless deployment. He joined RCC in 1995.

### Selected Professional Experience

- **Los Angeles Police Department, CA** – Complete revamp of the public safety infrastructure for the Department. As project director, acted as “owner’s agent” overseeing the construction of two 9-1-1 call centers, new voice and data radio networks, CAD and Mobile Data equipment.
- **State of California** – Supported California 9-1-1 Program Office for equipment and services procurement and long-range strategic planning. Assisted in managing wireless 9-1-1 Phase 1 field trial in San Gabriel Valley. Chaired strategic planning efforts among the Program Office, Highway Patrol and the State’s four largest City agencies.
- **City of Chicago** – Engineering manager responsible for design of public safety command center for City Police and Fire depts. Deployed first SS7 based platform for a large public safety agency. Managed the deployment of over 175 miles of fiber optics, integrated console, and defined the first intelligent workstations deployed for public safety.
- **Los Angeles County Fire Department** – Engineering manager for in-building systems for new Fire Command and Control Facility. System responsibility included telephone/9-1-1, consoles, LAN, broadband/surveillance, CAD, MDT, UHF/VHF equipment, power, diesel generators, all building wiring, and supported architectural design for building operational needs.
- **State of Arizona** – Designed statewide communications network supporting all Arizona state government agencies and 22,000 users.
- **U.S. State Department** – Supported USAID project, served as Executive Sponsor for installation of two 5ESS Switching Systems and associated OSP in Cairo, Egypt. For Voice of America, supervised the installation of voice and data switches in Liberia and Greece.

### Additional Experience

- Northrop Grumman – Director of Business Development, Public Safety
- North Star Communications Group – Director, Business Development
- Fluor Daniel Telecom – Engineering Manager Telecom Group
- Telcom Technologies – Principal Partner, VP Marketing & Sales, VP Ops.
- General Dynamics – PM/Product Manager Business Telecom Products
- Alberta Government Telephone – Central Office Switching Engineer

# Douglas R Dickinson

## Managing Consultant/Regulatory Specialist

### Technical Expertise

*P-25 P16, and GSM large Systems Procurement and Implementation*

*Regulatory Compliance with FCC, NEPA and OSHA regulations*

*E9-1-1 system development and implementation*

*Fiber Optic Video and surveillance systems design and implementation*

*Revenue Collection Systems development and support and data collection systems for revenue*

*Voice/Data Networks*

- *Needs Analysis*
- *Design*
- *Procurement*
- *Implementation*
- *Operations Support*

*FCC Licensing and spectrum management*

*Microwave Networking*

### Education

*Seminole Community College, general studies*

*Florida Technological University – Engineering Studies*

### Awards, Affiliations and Certifications

*Board Member, 4X4 Rescue Council of King County, WA*

*APCO Presidents Award*

*Local Frequency Advisor to APCO*

*Registered Lobbyist, State of Florida*

*Northampton County E911 Task Force*

*RCA General Member*

Mr. Dickinson has been actively involved with the FCC regulatory process for over 30 years. He has served on various State and Federal level committees on spectrum issues and has worked with Canadian officials on cross-border applications. He was involved in the creation of the NPSPAC system in the 1980s and chaired the Interoperability Subcommittee. Mr. Dickinson has been recognized at State and National levels for his involvement in spectrum management and licensing matters with several awards for service.

### Selected Professional & Regulatory Experience

- **St Louis Metropolitan Area /RCC** – St Louis, Worked with two FCC Regional 800MHz committees to reallocate 80 channels to the St Louis, Jefferson and St Charles counties in Missouri. Worked to find common ground between 2 state committees to forge mutually acceptable criteria for assignments that met both regional plans.
- **T-Mobile USA – Bellevue, WA** – In addition to regular duties, worked with the Regulatory Department legal staff in developing FCC filings on matters such as 2-way radio, Compliance with RF EME exposure, tower safety and NEPA compliance and merger of several smaller carriers under the single T-Mobile banner. Developed regulatory compliance database and trained all markets in use.
- **New Jersey Transit** – as Director of Radio System Support, participated in development of the original NPSPAC committee which grew to incorporate all of US Public Safety. Served as NPSPAC Chair of Interoperability Sub-Committee and served as member of Regions 8 and 28 800MHz NPSPAC Committees.
- **Association of Public-Safety Communications Officials** – as a Volunteer, worked with Director of Frequency Coordination assisting 30 NPSPAC regions develop their first frequency allotment plans to foster filing initial Regional Committee plans with the FCC. Developed software package that provided the allotment strategy.
- **Association of Public-Safety Communications** – At various times have served as Primary Frequency Advisor for Pennsylvania, Washington State, and Alaska and Alternate Advisor for New Jersey.

### Additional Experience beyond Regulatory

- **King County Washington** – IT Project Manager III
- **Palm Beach County, Florida** – Director of Communications
- **New Jersey Transit** – Director of Radio System Support
- **T-Mobile USA** – Network Implementation Manager / Sr. Manager of Safety.
- **RCC Consultants** – Managing Consultant on various client projects

## Overview of Approach

With over 30 years of Public Safety communication system development experience, RCC understands the intricacies of Public Safety electronic communications technologies that support such operations. Specifically, RCC has worked with large clients and smaller communities in providing consulting and engineering services for public safety radio and supporting systems. This includes the assessment and justification for new dispatch facilities, and the project management support required to bring these new facilities on-line. This experience and expertise will help ensure the development of an appropriate strategic direction that will best meet the needs of the citizens served by the Tehachapi Police Department.

Moving to assume the responsibility for dispatch services for the City will require economic, operational, and technical justification. It will also require that RCC approach the State on the City's behalf and identify securing Public Safety Answering Point (PASP) status and the associated funding as part of this analysis.

RCC has an existing relationship with Kern County Communications and we will work with the County to define radio coverage and supporting dispatch capabilities at the new administrative facility.

RCC was formed in 1983 to provide support for such mission-critical undertakings regarding public safety communications. For the past three decades, RCC has grown and prospered because the support we have provided has been consistently valuable to its clients, and based on the leading edge of technology. RCC has defined systems that can support general operations and provide the operational and integrity demanded of public safety.

RCC generally segments projects into three logical phases that allow for management review and approval before proceeding with the next phase. Three Phases include the following:

### Phase I – Needs Assessment, Development of System Alternatives and Costs

Review and assessment of the current wireless systems, the operations environment, development of conceptual system configurations and cost estimates, operations and maintenance and interoperability of a wireless network to meet the Community's current and long-term requirements. RCC is entering this engagement without any preconceived solution and we will assess the pros and cons for the right solutions including joint another radio system.

### Phase II – Procurement of Recommended System Improvements

Depending on the direction most favorable, RCC will develop either an alignment agreements with another system provider, if justifiable. Alternatively, RCC will also consider the preparation of detailed system specification documents, i.e. a Request for Proposals (RFP), for the solicitation of a vendor to provide technical systems and services associated with a newly configured radio system.

### Phase III – System Implementation, Project Management & Acceptance Testing

Also, if required RCC will be ready to manage and provide implementation assistance for final detailed design review (DDR), equipment installation, system optimization, system testing, user training, maintenance training, performance evaluation, and final system acceptance.

RCC understands that at this point what is required is assistance in assuring an equitable alignment and integration of a public safety dispatch solution that meets the needs of the citizens served by the Tehachapi Police Department. There are also strategic issues that need to be commented on by RCC as to the operational relationship between Tehachapi PD and Bear Valley PD, all with the best interests of the citizens served. RCC has prepared the following workplan to specifically address the Community's requirements as we understand them. Which have been defined as follows;

1. That the Department began operations on July 1, 2007, with 11 sworn officers and 2 non-sworn employees.
2. Currently the City contracts with Bear Valley PD for 9-1-1/dispatch services.
  - a. The City pays \$446,498 annually for 4 dedicated dispatchers and a shared dispatch supervisor.
  - b. This is providing additional revenue for Bear Valley that could be used to justify the move to have Tehachapi PD provide dispatch services.
3. On July 9<sup>th</sup> the City of Tehachapi will move to a new 11,500 square foot administrative facility that will have space for a dispatch center (3 consoles).
4. The current staffing of the Tehachapi PD has grown to 16 sworn and 2.5 non-sworn employees.
5. The Tehachapi PD has done initially projections for dispatch staffing needs and associated costs.
6. Rough Order of Magnitude (ROM) quotes have been provided by vendors (Motorola and Kenwood) for dispatch equipment.
7. The Department has initiated a dialog with Kern County Communications as to coverage needs and the ability to place repeaters on County towers.

The following Figure 1 shows the location of the existing dispatch at Bear Valley PS and the location of the current Tehachapi PD (understanding that dispatch would move to the new facility). It also shows the existing UHF radio sites supporting public safety coverage in the Tehachapi area.

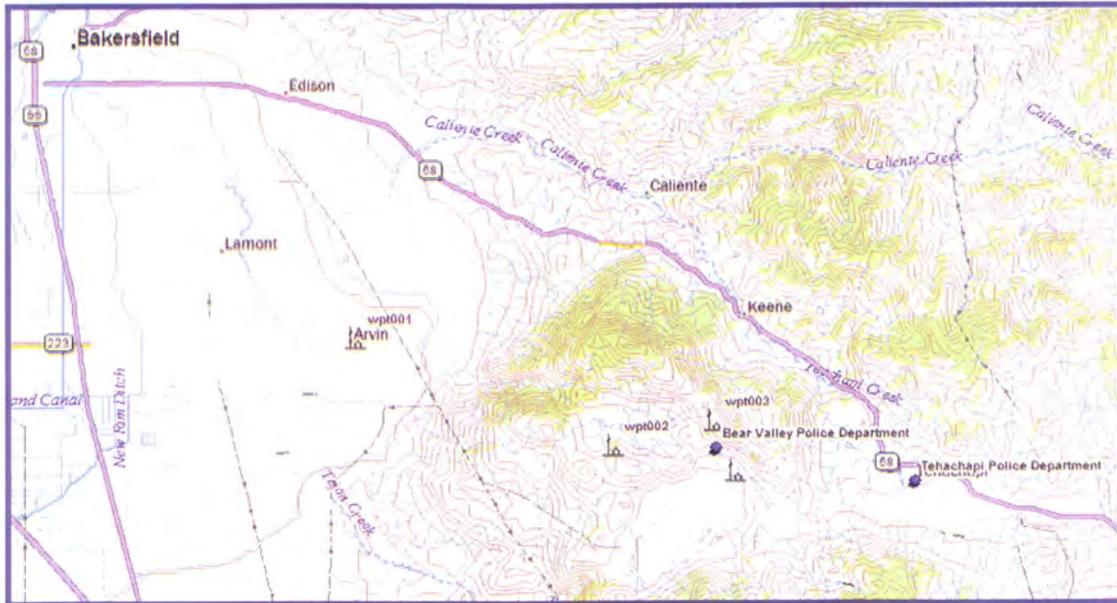


Figure 1 Existing and Proposed Dispatch and Supporting Tower Sites

RCC understands that in performing this initial needs assessment with a focus on justification supporting the move of the dispatch to the new Tehachapi PD facility, will need to provide recommendations on the following;

1. Analysis of Tehachapi PD's dispatch staffing needs.
2. Analysis of equipment needs at the new dispatch facility (equipment, cost, space, power, HVAC, etc.) and as required external equipment (antennas, towers, repeaters).
3. Implementation strategy, with non-recurring cost for equipment and installation.
4. Recurring operational costs, personnel, software licenses, maintenance, etc.
5. Assessment and strategy for reversing the current agreement with Bear Valley and having Tehachapi become the Primary PSAP for the area.

RCC is proposing a quick review of existing documents, alignment with the State of California 9-1-1 Program Office, an assessment of technical solutions and non-recurring and recurring ROM cost analysis. The following outlines our approach, schedule and cost.

## Needs Assessment and Recommendations

### **Task 1—Initial Alignment Meeting**

The purpose of Task 1 is to conduct an initial alignment and orientation meeting on-site at a location to be identified by Tehachapi Police Department. At the

meeting, RCC will review the scope of work, schedule, the types of information that RCC staff will need to take with us for review and to perform this analysis.

RCC will take the information provided and begin the analysis and may contact the designated Single Point of Contact (SPOC) if additional data or clarification is required.

The RCC Engineer will keep in touch with the Tehachapi SPOC by telephone and onsite as required, RCC will be available to attend meetings on site and participate in conference calls as required. This proposal assumes three (3) on sight meetings.

### **Task 2—Gather Data**

The Tehachapi PD will facilitate and provide RCC during the initial Alignment Meeting the discussed materials related to the relocation of dispatch to the new Tehachapi PD facility. This will include, but not limited to the following;

1. Dispatch staffing study and cost summaries
2. Annual dispatch contractual expenditures
3. Any related communications with Bear Valley, the County, and State
4. Vendor provided equipment quotes
5. Coverage maps if any and any correspondence with Kern County Communications related specifically to radio systems and coverage

RCC will be prepared to follow up with any stakeholders as required to gather the required data. If the data does not exist, RCC will define and estimate impacts based on our industry knowledge and identify these findings as such in the final report to the City.

### **Task 3—Conduct “White Board” Operations and Technical Review**

Prior to the development of the Recommendations Report, RCC will prepare for and conduct a “white board” working session with stakeholders, public safety operational and technical staff to discuss the findings of the analysis, current operational needs and performance of the dispatch systems. The focus will be to define how the current system performs, how a reconfigured dispatch would function for Tehachapi PD and regionally, non-recurring and recurring cost models, and RCC recommendations for moving forward.

During this working session, RCC will document the meeting and identify specific needs and expectations that need to be addressed as part of the RCC recommendations. The intent is that this meeting will be interactive. Tehachapi PD will define the attendees to support both the technical and operational aspects of the discussion. RCC will be prepared to present technical overviews of systems and potential opportunity options to be assessed by the group and discussed.

RCC will record this meeting and have detail notes defining operational and technical needs and any new insights that will need to be included in the final Recommendations Report.

#### **Task 4—Strategic Options Review (Value Engineering)**

The RCC Engineer will meet to discuss the findings of the “white board” meeting and review potential options to meet any additional needs discovered. RCC will define and develop solutions based on overall value demonstrated. We will consider both non-recurring costs and recurring operational costs. We will look at operational and management needs to ensure meeting the public safety mission for Tehachapi PD, Bear Valley PD and overall regionally. We will consider interoperability and broader emergency management questions and define the impacts to be considered in alignment with law enforcement regionally and with fire services. Finally, we will look at each considered solution in terms of operational improvements, technical viability, and in terms of a defensible fiscal business case.

#### **Task 5—Develop Recommendations**

In evaluating options that will meet the needs and expectations for both general operations and the special requirements for public safety refined in Tasks 3 and 4 above, we will define specific recommendations for “next steps” based on a strategic and budgetary path forward.

The public safety community has evolved standards, defining performance and interfaces for public safety radio systems under Association for Public Safety Communicators (APCO) Project 25. Although the P25 standards development process has standardized certain portions of P25 systems such as the common air interface, there is still a fair amount of vendor proprietary equipment and software in the radio infrastructure. These standards will be important in defining a sound footing for future recommendations put forth.

The recommendations to be presented to the Tehachapi PD will be based on metrics defining solutions based on performance and value. As an aggregate, they will steer the solution towards a public safety dispatch solution that integrates with regional stakeholders and ensures the needed services to the citizens of Tehachapi.

RCC will prepare these findings in terms of clearly defined justifications, budgetary costs, and operational value as part of the written Recommendations Report deliverable.

#### **Task 6—Develop Life-Cycle Cost Model for Budgetary Planning**

RCC has assisted many clients in developing a Life-Cycle cost model to support their budgetary planning. Many have used the resulting system and financial information to apply for federal grant funds to support various aspects of system operation, upgrading or expansion.

RCC’s Engineer and staff include specialists with expertise in all of the various subsystems and technologies that will make up the ultimate recommended

solution. The proposed recommendation will be judged and documented against the other options considered so as to clearly define the justifications in terms of operational cost of the alternatives. RCC has proposed a senior engineer with the professional skills and expertise to help identify the costs, by type and the approximate timing when they will likely arise when building, operating, maintaining, and replacing and/or upgrading the elements of the system over a minimum of a fifteen (15) year life.

These costs will be based on real-world pricing seen in some of RCC's recent projects of a similar nature. This will be tempered by a historical review of such costs, vendor pricing strategies and the user cost paid by Tehachapi as a tenant on the Bear Valley system.

RCC has an impressive track record in assisting its clients in the development and implementation of strategies for achieving significant short and long-term cost savings. We will leverage our experience in hundreds of dispatch, and trunked radio projects to help the system Owners reduce their costs.

#### **Deliverable—Prepare & Deliver Written Recommendations for**

Following the second planned meeting with the stakeholders, RCC will prepare and deliver the final version of Deliverable 1, a comprehensive Recommendations Report.

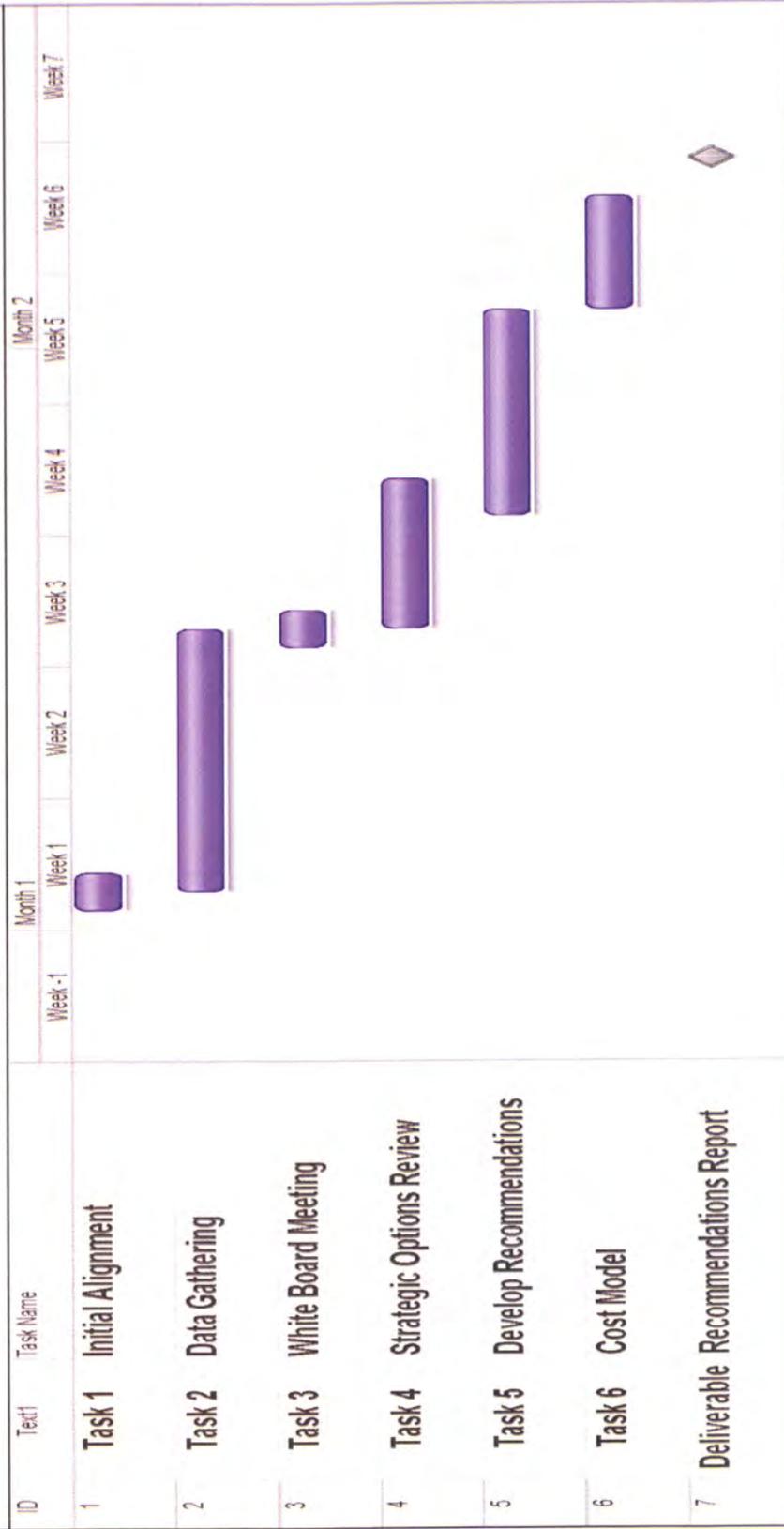
### **Project Schedule**

RCC proposed to execute the project work plan described in our proposal within roughly 6 weeks from a notice to proceed issued by the City. A project schedule is provided on the following page. Our schedule is based on the following assumptions:

- We acknowledge that the City's expectations for the project can change during the course of reviewing proposals and through consultant presentations. Our project plan contains the flexibility to change depending upon these changing requirements and the impact of either contracting for or procuring a new radio system. During the initial Project Alignment, we will revisit this schedule and adjust as required.
- We understand that if the recommended path forward supports moving dispatch to the new Tehachapi facility we will need to define interfaces and requirements in the facility and to external service and facilities to affect this move.

See the schedule provided on the following page.

## Tehachapi Police Department Dispatch Analysis



## Cost Estimate



### Estimate Detail

Project Tasks	Cost by Task Description	Hours	Fee	Expenses	All In Price
Task 1	Alignment Meeting	6	\$1,140.00	\$1,078.00	\$2,218.00
Task 2	Data Gathering	12	\$2,220.00	\$0.00	\$2,220.00
Task 3	White Board Meeting	8	\$1,640.00	\$0.00	\$1,640.00
Task 4	Strategic Options Review	16	\$2,980.00	\$0.00	\$2,980.00
Task 5	Develop Recommendations	24	\$4,440.00	\$0.00	\$4,440.00
Task 6	Coast Model	8	\$1,480.00	\$0.00	\$1,480.00
Deliverable Recommendations Report					
<b>All In Cost</b>		<b>74</b>	<b>\$13,780.00</b>	<b>\$1,078.00</b>	<b>\$14,858.00</b>
<b>Fee Breakdown</b>					
	Executive Sponsor		\$1,200.00		
	Engineer		\$12,580.00		
					<b>\$13,780.00</b>
<b>Equipment Preparation Costs</b>					
					<b>\$0.00</b>

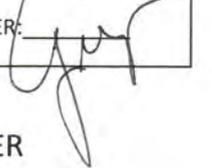
**NOT TO EXCEED COST: \$14,858.00**

RCC is prepared to perform any additional work outside the above defined scope at a rate of \$185 per hour plus expenses. RCC utilizes Federal GSA standards for expenses.

General Assumptions made by RCC in developing this scope of work and plan,

1. RCC will work off of material provided by Tehachapi Police Department and through the information provided during the initial Alignment Meeting. RCC will follow up with the Department and with other stakeholders by telephone or email.
2. RCC has not scheduled any site visits, this will be carried out only if this analysis justifies further investigation.
3. RCC will utilize existing coverage maps provided, however if none exist RCC will utilize our ComSite Design™ tool and develop a coverage model based on information available and provided to RCC.
4. RCC will develop a general requirement document that will discuss equipment required for the dispatch facility, any additional radio sites that might need to be developed, and budgetary costs for non-recurring up front purchase of equipment and installation, and recurring costs for maintenance and operation.
5. The Requirements Report will also address budgetary annual staffing costs.



APPROVED  
DEPARTMENT HEAD:   
CITY MANAGER: 

# COUNCIL REPORTS

**MEETING DATE:** June 2, 2014    **AGENDA SECTION:** ASSISTANT CITY MANAGER

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

**FROM:** CHRIS KIRK, ASSISTANT CITY MANAGER

**DATE:** MAY 14, 2014

**SUBJECT:** WEED ABATEMENT AGREEMENTS

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## BACKGROUND

Each year the City notifies property owners within the City of Tehachapi about the requirements for weed abatement. The term "weed abatement" is used to address any overgrowth, noxious grasses, weeds, shrubbery, or trees. Weed abatement standards have been designed to minimize fire hazards throughout the City of Tehachapi, therefore, reducing the risk of loss of life and property. Through the abatement efforts of all property owners, citizens can be assured of a safer fire season.

If a property owner fails to comply with the abatement notice, the City will have a contractor mow the hazardous vegetation. The property owner will be billed for the cost of the work (contractor costs plus an administrative fee to cover the City's cost of the inspection) and if the City fails to receive payment the cost will be recovered by placing a tax lien against the property in the amount due.

Over the past several years, the City has utilized Jerome's Tractor Service to perform weed abatement for the properties found to be in violation of the ordinance. Last year, to increase the speed by which properties were abated, the City entered into an additional agreement with Kingsmen Tractor for these services. Staff recommends utilizing the same contractors for this calendar year. These contractors will be paid a move-in fee and hourly rates that will be negotiated by City Staff.

## RECOMMENDATION

**AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH JEROME'S TRACTOR SERVICE AND KINGSMEN TRACTOR SERVICE, SUBJECT TO APPROVAL OF THE CITY MANAGER AND CITY ATTORNEY**



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

*[Handwritten signature]*

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014      AGENDA SECTION: CITY MANAGER

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

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** MAY 29, 2014

**SUBJECT:** CITY OF TEHACHAPI LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO. 1

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## BACKGROUND

This action by the City Council orders the levy of assessments within the Landscaping and Lighting District No. 1 for fiscal year 2014/2015.

At the May 5, 2014 City Council meeting, City Council adopted Resolution No. 23-14 Initiating proceedings, Resolution No. 24-14 approving the preliminary Engineer's Report, and Resolution No. 25-14 declaring its intent to levy assessments for the Landscaping and Lighting District No. 1 for fiscal year 2014/2015.

The total annual maintenance cost to the District is \$255,983.32. Annual maintenance costs are funded through the assessments placed on the property tax bills

## OPTIONS

There are no alternate options for this item.

## RECOMMENDATION

It is recommended that the City Council adopt two resolutions: (1) Amending and/or approving the Final Engineer's Report; (2) the City ordering the levy and collection of assessments within the Landscaping and Lighting Assessment District #1 for Fiscal Year 2014/2015.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI,  
CALIFORNIA, AMENDING AND/OR APPROVING THE FINAL  
ENGINEER'S REPORT REGARDING THE LANDSCAPING AND  
LIGHTING ASSESSMENT DISTRICT NO.1, AND THE LEVY AND  
COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR  
FISCAL YEAR 2014/2015**

WHEREAS, The City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code*, did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565*, in connection with the proposed levy and collection of assessments for the Landscaping and Lighting District No.1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2014, and ending June 30, 2015; and

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of Tehachapi and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report, Landscaping and Lighting District No.1, Fiscal Year 2014/2015" (hereafter referred to as the "Report"); and

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: The Report as presented, consists of the following:

- a) A Description of the District and Improvements.
- b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)
- c) A Description of the Method of Apportionment resulting in an Assessment Rate per Equivalent Benefit Unit (EBU) within said District for fiscal year 2014/2015. Said Assessment Rate for fiscal year 2014/2015 is not above maximum assessment rate per Equivalent Benefit Unit. The maximum assessment rate is subject to the application of an assessment range formula that includes the annual inflationary adjustment of (3%) for Tract 6062 and based on the CPI for Fiscal Year 2014/2015, (1.96%) for the other Tracts within the District except tract Parcel Map 11353 which is (2.22%) . This inflation factor is applied to the maximum assessment rate each fiscal year.

Section 3: The Report as presented or as amended is hereby approved, and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 4: The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2<sup>nd</sup> day of June, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 2, 2014.

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

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI,  
CALIFORNIA ORDERING THE LEVY AND COLLECTION OF  
ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING  
DISTRICT NO.1, FOR FISCAL YEAR 2014/2015**

WHEREAS, The City Council has by previous Resolutions initiated proceedings and declared its intention to levy special benefit assessments against parcels of land within the Landscaping and Lighting District No.1, (hereafter referred to as the "District") for the fiscal year commencing July 1, 2014, and ending June 30, 2015; pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500* (hereinafter referred to as the "Act") to pay the costs and expenses of operating, maintaining and servicing of the improvements located within the District; and,

WHEREAS, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council the Engineer's Annual Levy Report (hereafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and,

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2014, and ending June 30, 2015, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District; and,

WHEREAS, The City Council has previously conducted a property owner protest ballot proceeding for the District assessments proposed to be levied for Fiscal Year 2014/2015, and said assessments are described in the approved Report, and the assessments as described comply with the applicable provisions of the California State Constitution Article XIID.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1        The above recitals are true and correct.

Section 2        Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection with the levy and collection of assessments, and has considered the oral and written statements, protests and communications made or filed by interested persons. The City Council has determined that the property owners in accordance with the requirements of the California State Constitution, Article XIID have approved the assessments so presented.

Section 3        Based upon its review (and amendments, as applicable) of the Engineer's Annual Levy Report, a copy of which has been presented to the City Council and which as been filed with the City Clerk, the City Council hereby finds and determines that:

- a) The land within the District will receive special benefit by the operation, maintenance and servicing of the improvements within the boundaries of the District.
- b) District includes the lands receiving such special benefit.
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2014, and ending June 30, 2015.

Section 4        The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 5        The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance and

operation of and the furnishing of services and materials for landscape maintenance areas, street lighting and other appurtenant facilities.

Section 6 The maintenance, operation and servicing of the improvements shall be performed pursuant to the Act and the County Auditor of Kern County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 7 The City Treasurer shall deposit the money representing assessments collected by the County for the District to the credit of a fund for the Landscaping and Lighting District No.1, and such money shall be expended for the maintenance, operation and servicing of the improvements as described in the Engineer's Report.

Section 8 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2014, and ending June 30, 2015.

Section 9 The City Clerk or its designee is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2<sup>nd</sup> day of June, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 2, 2014.

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Denise Jones, CMC  
City Clerk, City of Tehachapi, California



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

# COUNCIL REPORTS

MEETING DATE: JUNE 2, 2014      AGENDA SECTION: CITY MANAGER

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

**FROM:** GREG GARRETT, CITY MANAGER

**DATE:** MAY 29, 2014

**SUBJECT:** CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1

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## BACKGROUND

This action by the City Council orders the levy of assessments within the Drainage Benefit Assessment District No. 1 for fiscal year 2014/2015.

At the May 5, 2014 City Council meeting, City Council adopted Resolution No. 26-14 Initiating proceedings, Resolution 27-14 approving the preliminary Engineer's Report, and Resolution 28-14 declaring its intent to levy assessments for the Drainage Benefit Assessment District No. 1 for fiscal year 2014/2015.

The total annual maintenance cost to the District is \$10,316.83. Annual maintenance costs are funded through the assessments placed on the property tax bills.

## OPTIONS

There are no alternate options for this item.

## RECOMMENDATION

It is recommended that the City Council adopt a resolution amending and/or approving the Final Engineer's Report and ordering the levy and collection of assessments within the City of Tehachapi Drainage Benefit Assessment District No.1 for Fiscal Year 2014/2015.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE ANNUAL ENGINEER'S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF TEHACHAPI DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 1, FOR FISCAL YEAR 2014/2015, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

WHEREAS, The City Council of the City of Tehachapi (hereafter referred to as the "City Council") has, by previous Resolutions declared its intention to levy assessments for the City of Tehachapi Drainage Benefit Assessment District No.1 (hereinafter referred to as the "District"); and

WHEREAS, The Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer's Annual Levy Report (hereafter referred to as the "Engineer's Report") that describes the assessments against the parcels of land within the Assessment District for the fiscal year commencing July 1, 2014 and ending June 30, 2015 to pay for the maintenance, operation and servicing of improvements and facilities related thereto; and

WHEREAS, the City Council has carefully examined and reviewed the Engineer's Report as presented, and is satisfied with the items and documents as set forth therein, and finds that the levy of assessments has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said the Engineer's Report;

WHEREAS, The City Council and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Article XIID of the California State Constitution; and

WHEREAS, The City Council desires to levy and collect assessments against parcels of land within Assessment District for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015, to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities located within the District..

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:

Section 1 Following notice duly given, the City Council has held a full and fair Public Hearing regarding the District, the levy and collection of assessments, the Engineer's Report prepared in connection therewith, and considered any oral and written statements, protests and communications made or filed by interested persons regarding these matters.

Section 2 The City Council finds the record owners of property within the District previously approved the continued levy and collections of assessments through property owner balloting proceedings, and that the proposed assessment for Fiscal Year 2014/2015 is consistent with the assessment so approved.

Section 3 Based upon the Engineer's Report, which is here by approved and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- a) The land and eligible parcels within the boundaries of the District will receive a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large from the operation, maintenance and servicing of the improvements and appurtenant facilities identified in the Engineer's Report (hereinafter referred to as "Special benefit"); and,
- b) The District includes the lands and parcels receiving such Special Benefit; and
- c) The net amount to be assessed upon the lands within the District is in accordance and apportioned by a formula and method which fairly distributes the net amount among eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

Section 4 The Engineer's Report and assessment as presented to the City Council and on file in the office of the City Clerk comply with the applicable provisions of the California State Constitution Article XIID and are hereby confirmed as filed.

Section 5 The maintenance, operation and servicing of the improvements shall be performed pursuant to the provisions of the *Benefit Assessment Act of 1982, Title 5, Division 2, Part 1, Chapter 6.4 of the Government Code of the State of California Commencing with section 54703* (hereafter referred to as the "Act"). The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the operation, maintenance, servicing and administration of the improvements, and incidental expenses related thereto for the District located within the boundary of the City of Tehachapi, and the jurisdiction of the City Council. A more detailed description of the improvements is contained within the Report, but the improvements and facilities can be classified within the following general categories:

- Installation, construction or maintenance of any authorized improvements under Act, including, but not limited to, drainage improvements and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

Section 6 The County Auditor of Kern County shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to the provisions provided in the Act. After collection by the County, the net amount of the levy shall be paid to the Treasurer of the City of Tehachapi.

Section 7 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Tehachapi Drainage Benefit Assessment District No.1, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in section 5.

Section 8 The adoption of this Resolution constitutes the District levy for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

Section 9 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

Section 10 A copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2<sup>nd</sup> day of June, 2014.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

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

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on June 2, 2014.

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