

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, July 21, 2014 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 51-14
Tehachapi City Council Unassigned Ord. No. 14-03-716
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-14
Tehachapi Public Financing Authority Unassigned Res. No. 01-14

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation special meeting on June 23, 2014 and regular meeting on July 7, 2014 – **APPROVE AND FILE**
- *4. The City is in possession of items that have become outdated or inoperable and no longer serve a useful purpose for City business. Prior to scrapping, donating or selling these items, the City Council must authorize their disposition – **ADOPT A RESOLUTION AUTHORIZING DISPOSITION OF PERSONAL PROPERTY**
5. Special Event Application for the Chamber’s 51st Tehachapi Mountain Festival and Car Show from August 15, 2014 through August 17, 2014 – **APPROVE THE 51ST TEHACHAPI MOUNTAIN FESTIVAL AND CARE SHOW SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
- *6. Special Event Application for the Heritage Leagues Step Back in Time to Old Tehachapi on July 26, 2014– **APPROVE THE STEP BACK IN TIME TO OLD TEHACHAPI SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills, and claims for July 3, 2014 through July 15, 2014 – **AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

8. Non-commercial hanger ground lease – **APPROVE THE NON-COMMERCIAL HANGER GROUND LEASE AGREEMENT FOR HANGER 21E BETWEEN THE CITY OF TEHACHAPI AND LEIGHTON & LINDA PAUL AND AUTHORIZE THE MAYOR TO SIGN**

CITY ENGINEER REPORTS

9. Architectural services contract for project design of City Hall annex – **AUTHORIZE CITY STAFF TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OMNI DESIGN GROUP FOR THE TEHACHAPI CITY HALL ANNEX PROJECT DESIGN AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF \$5,000.00**

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

10. Amendment to Engineering Services Agreement with AECOM Technical Services, Inc. extending our agreement through June 2017 with the ability to extend on a year-to-year basis– **APPROVE AND AUTHORIZE THE MAYOR TO SIGN THAT AMENDMENT TO ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AECOM TECHNICAL SERVICES, INC.**

CITY MANAGER REPORTS

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

ADJOURNMENT

MINUTES

**TEHACHAPI CITY COUNCIL SPECIAL MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY SPECIAL MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY SPECIAL MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION SPECIAL MEETING
WELLS EDUCATION CENTER
300 SOUTH ROBINSON
MONDAY, JUNE 23, 2014 – 4:00 P.M.**

NOTE: Sm, Gr, Wi, Ni and Va 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

<u>CALL TO ORDER</u>	
Meeting called to order by Mayor Smith at 6:00 p.m.	
<u>ROLL CALL</u>	
Roll call by Deputy City Clerk Ashley Whitmore	
Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Corpus-Zamudio	
Absent: None	
<u>PLEDGE TO THE FLAG</u>	
Led by local Boy Scouts	
<u>BUSINESS</u>	
<u>CITY ENGINEER REPORTS</u>	
1. Notice of Completion for the Tehachapi Police Department Project – APPROVED THE NOTICE OF COMPLETION FOR THE TEHACHAPI POLICE DEPARTMENT PROJECT AND DIRECT STAFF TO RECORD SAME	Approved The Notice Of Completion For The Tehachapi Police Department Project And Direct Staff To Record Same Ni/Gr Ayes All
<u>CITY MANAGER/FINANCE DIRECTOR REPORTS</u>	
2. Presentation on the five-year budget for Fiscal-Years 2014/15 through 2018/19 – ADOPTED RESOLUTION NUMBER 53-14 APPROVING AND ADOPTING THE CITY OF TEHACHAPI’S BUDGET FOR THE FISCAL YEAR 2014/15 AND PRELIMINARY BUDGET FOR FISCAL YEARS 2015/16, 2016/17, 2017/18 AND 2018/19	Adopted Resolution Number 53-14 Approving And Adopting The City Of Tehachapi’s Budget For The Fiscal Year 2014/15 And Preliminary Budget For Fiscal Years 2015/16, 2016/17, 2017/18 And 2018/19 Gr/Ni Ayes All

3. Appropriation Limit for the fiscal year 2014/15 – **TABLED**

4. Employees’ contribution rate change for California Public Employees’ Retirement System – **ADOPTED RESOLUTIONS 43-14 AND 44-14 LOWERING THE EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MISCELLANEOUS AND PUBLIC SAFETY EMPLOYEES’**

5. Salary Plan for each position classification in City service as required by CalPERS - **ADOPTED RESOLUTION NUMBER 42-14 ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO. 14-01**

Tabled

Adopted Resolutions 43-14 And 44-14 Lowering The Employer Paid Member Contributions For Miscellaneous And Public Safety Employees’
 Gr/Ni Ayes All

Adopted Resolution Number 42-14 Establishing The Salary Plan For Each Position Classification In City Service And Repealing Resolution No. 14-01
 Co/Ni Ayes All

CLOSED SESSION

1. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 14E, per Government Code Section 54956.8.

Declined First Right of Refusal
 Gr/Ni Ayes All

ADJOURNMENT

The City Council adjourned at 9:15 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, July 7, 2014, at 6:00 p.m.

 ASHLEY WHITMORE
 Deputy City Clerk, City of Tehachapi

Approved this 21st day
 Of July, 2014.

 PHIL SMITH
 Mayor, City of Tehachapi

ACTION TAKEN

<p>*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on June 16, 2014 - APPROVED AND FILED.</p>	<p>Approved & Filed Gr/Ni Ayes All</p>
<p>*4. As part of the City’s Weed Abatement Program, the City can recoup its cost of abatement on noncompliant properties by placing a tax lien against the property. Prior to placing a lien on a property, the City Council must adopt a resolution confirming the approval by the City Clerk of certain properties in the City of Tehachapi for the abatement of certain weeds and rubbish – ADOPTED RESOLUTION NUMBER 45-14 CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH.</p>	<p>Adopted Res. No. 45-14 Confirming The Approval By The City Clerk Of Certain Properties In The City Of Tehachapi For The Abatement Of Certain Weeds And Rubbish Gr/Ni Ayes All</p>
<p><u>FINANCE DIRECTOR REPORTS</u></p>	
<p>*5. Disbursements, bills and claims for June 11, 2014 through July 2, 2014 – AUTHORIZED PAYMENTS.</p>	<p>Authorized Payments Gr/Ni Ayes All</p>
<p>*6. Appropriation Limit for the fiscal year 2014/15 – ADOPTED RESOLUTION NUMBER 51-14 ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2014/15.</p>	<p>Adopted Res. No. 51-14 Establishing An Appropriation Limit For The Fiscal Year 2014/15 Gr/Ni Ayes All</p>
<p><u>AIRPORT MANAGER REPORTS</u></p>	
<p>7. Friends of Tehachapi Airport Update – VERBAL REPORT BY AIRPORT MANAGER TOM GLASGOW.</p>	<p>NAT</p>
<p><u>PUBLIC WORKS DIRECTOR REPORTS</u></p>	
<p>8. 2013 Annual Water Quality Report – PUBLIC WORKS DIRECTOR JON CURRY GAVE PRESENTATION.</p>	<p>NAT</p>
<p>9. Kern Energy Watch Take 5 Success Stories – VERBAL REPORT BY PUBLIC WORKS DIRECTOR JON CURRY.</p>	<p>NAT</p>
<p><u>COMMUNITY DEVELOPMENT DIRECTOR REPORTS</u></p>	
<p>*10. County of Kern’s requested amendment to the formally adopted resolution on the three year cooperative agreement with the County of Kern relative to pursuing and managing Community Development Block Grant and related funding – ADOPTED RESOLUTION NUMBER 52-14 TO COOPERATE WITH THE COUNTY OF KERN AND REPEALING RESOLUTION NUMBER 31-14.</p>	<p>Adopted Res. No. 52-14 To Cooperate With The County Of Kern & Repealing Res. No. 31-14 Gr/Ni Ayes All</p>
<p><u>CITY ENGINEER REPORTS</u></p>	
<p>11. <u>PUBLIC HEARING</u> - An action ordering the levy of assessments within the Landscaping and Lighting District No. 1, Annexation No. 13C for fiscal year 2014/2015 subject to the results of the public hearing and protest ballot process – OPENED HEARING AT 6:21 PM; NOTICE OF PUBIC HEARING ON JUNE 25, 2014, NO CORRESPONDENCE RECEIVED; STAFF REPORT BY CITY ENGINEER JAY</p>	<p>Adopted Two (2) Resolutions: (1) Resolution Number 46-14 Declaring The Results Of The Property Owner Protest Ballot Proceeding Conducted Regarding The Levy Of Assessments Related To The Annexation Of</p>

ACTION TAKEN

SCHLOSSER; NO PUBLIC COMMENT RECEIVED; CLOSED HEARING AT 6:25 PM; CITY CLERK TO COUNTED BALLOT VOTES; MAYOR SMITH ASKED HOW MONEY IS COLLECTED; ADOPTED TWO (2) RESOLUTIONS: (1) RESOLUTION NUMBER 46-14 DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST BALLOT PROCEEDING CONDUCTED REGARDING THE LEVY OF ASSESSMENTS RELATED TO THE ANNEXATION OF TERRITORY TO THE TEHACHAPI LANDSCAPING AND LIGHTING DISTRICT NO. 1 COMMENCING WITH FISCAL YEAR 2014/2015; (2) RESOLUTION NUMBER 47-14 CONFIRMING THE ENGINEER’S REPORT REGARDING THE ANNEXATION OF TERRITORY TO THE TEHACHAPI LANDSCAPING AND LIGHTING DISTRICT NO.1; THE LEVY OF ANNUAL ASSESSMENTS DESCRIBED THEREIN; AND THE ASSESSMENT DIAGRAM CONNECTED THEREWITH; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS COMMENCING WITH FISCAL YEAR 2014/2015 FOR SAID ANNEXATION

Territory To The Tehachapi Landscaping & Lighting District No. 1 Commencing With Fiscal Year 2014/2015; (2) Resolution Number 47-14 Confirming The Engineer’s Report Regarding The Annexation Of Territory To The Tehachapi Landscaping & Lighting District No.1; The Levy Of Annual Assessments Described Therein; & The Assessment Diagram Connected Therewith; & Ordering The Levy & Collection Of Assessments Commencing With Fiscal Year 2014/2015 For Said Annexation
 Wi/Ni Ayes All

12. PUBLIC HEARING - An action ordering the levy of assessments within the Drainage Benefit Assessment District 2014-1 for fiscal year 2014/2015 subject to the results of the public hearing and protest ballot process – OPENED HEARING AT 6:31 PM; NOTICE OF PUBIC HEARING ON JUNE 25, 2014, NO CORRESPONDENCE RECEIVED; STAFF REPORT BY CITY ENGINEER JAY SCHLOSSER; NO PUBLIC COMMENT RECEIVED; CLOSED HEARING AT 6:35 PM; CITY CLERK TO COUNT BALLOT VOTES; ADOPTED THREE (3) RESOLUTIONS: (1) RESOLUTION NUMBER 48-14 AMENDING AND/OR APPROVING THE FINAL ENGINEER’S REPORT REGARDING THE FORMATION OF DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997); AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO COMMENCING WITH FISCAL YEAR 2014/2015; (2) RESOLUTION NUMBER 49-14 DECLARING THE RESULTS OF THE PROPERTY OWNER PROTEST BALLOT PROCEEDING CONDUCTED REGARDING THE LEVY OF ASSESSMENTS FOR DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997) AND APPROVING CERTAIN RELATED ACTIONS; (3) RESOLUTION NUMBER 50-14 CONFIRMING THE FORMATION OF DRAINAGE BENEFIT ASSESSMENT DISTRICT NO. 2014-1 (PARCEL MAP 10997) AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2014/2015

Adopted Three (3) Resolutions: (1) Res. No. 48-14 Amending &/Or Approving The Final Engineer’s Report Regarding The Formation Of Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997); & The Levy & Collection Of Annual Assessments Related Thereto Commencing With Fiscal Year 2014/2015; (2) Res. No. 49-14 Declaring The Results Of The Property Owner Protest Ballot Proceeding Conducted Regarding The Levy Of Assessments For Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997) & Approving Certain Related Actions; (3) Resolution Number 50-14 Confirming The Formation Of Drainage Benefit Assessment District No. 2014-1 (Parcel Map 10997) & Ordering The Levy & Collection Of Assessments For Fiscal Year 2014/2015
 Sm/Ni Ayes All

CITY ATTORNEY REPORTS

13. On June 16, 2014 staff introduced an ordinance repealing Ordinance Number 10-01-703 relating to restrictions for registered sex offenders. A recent appellate court case struck down ordinances in Orange County and Irvine restricting activities of sex offenders. The City has been threatened with a lawsuit if it does not repeal Chapter 9.20 of its Municipal Code. The restrictions in Chapter 9.20 are similarly contained in state law and the City's ordinance is unnecessary and can be repealed. Otherwise, additional costs will be incurred by the City for litigation – CITY ATTORNEY TOM SCHROETER GAVE REPORT; OPENED PUBLIC HEARING AT 6:39 PM; NO PUBLIC COMMENT RECEIVED; CLOSED HEARING AT 6:39 PM; ADOPTED ORDINANCE NUMBER 14-02-716 REPEALING IN ITS ENTIRETY ORDINANCE NUMBER 10-01-703 OF TEHACHAPI MUNICIPAL CODE CHAPTER 9.20 RELATING TO RESTRICTIONS FOR REGISTERED SEX OFFENDERS.

Adopted Ord. No. 14-02-716 Repealing In Its Entirety Ordinance Number 10-01-703 Of Tehachapi Municipal Code Chapter 9.20 Relating To Restrictions For Registered Sex Offenders
 Wi/Ni Ayes All

ASSISTANT CITY MANAGERS REPORTS

ACTION TAKEN

14. Downhill Mountain Bike Park update – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE REPORT; DIRECTED STAFF TO WORK WITH LOCAL PARTNERS TO PURSUE THE DEVELOPMENT OF A YEAR-ROUND DOWNHILL MOUNTAIN BIKE PARK IN TEHACHAPI, INSIDE OR OUTSIDE THE CITY LIMITS AND AUTHORIZED STAFF TO SPEND UP TO \$25,000 IN BUDGETED FUNDS.**

Directed Staff To Work With Local Partners To Pursue The Development Of A Year-Round Downhill Mountain Bike Park In Tehachapi, Inside Or Outside The City Limits & Authorized Staff To Spend Up To \$25,000 In Budgeted Funds
 Gr/Ni Ayes All

CITY MANAGER REPORTS

15. Adopt-a-landscape program fee schedule – **CITY MANAGER GREG GARRETT GAVE REPORT; APPROVED THE UPDATED ADOPT-A-LANDSCAPE PROGRAM FEE SCHEDULE**

Approved The Updated Adopt-A-Landscape Program Fee Schedule
 Co/Ni Ayes All

16. Report to Council regarding current activities and programs – **VERBAL REPORT BY CITY MANAGER GREG GARRETT.**

NAT

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Corpus-Zamudio commented on the grand opening of the new Police Department building, on the GAVEA meeting she attended in Lancaster and on her bike ride to watch a ball game at the park.
2. Councilmember Nixon followed up on the FOTA meeting tomorrow at 4:00 pm.
3. Councilmember Wiggins commented on the Hot Dog Festival and thanked staff for their efforts.
4. Councilmember Grimes reported on the success of pancake breakfast.

CLOSED SESSION

1. Conference with legal counsel regarding claim filed by Don Easy per Government Code Section 54956.9(d)(2).

Denied claim of Dan Easy
 Gr/Wi 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, July 21, 2014, at 6:00p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 21st day
Of July, 2014.

PHILIP SMITH
Mayor, City of Tehachapi



COUNCIL REPORTS

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

MEETING DATE: JULY 21, 2014

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 15, 2014

SUBJECT: DISPOSITION OF PROPERTY

BACKGROUND

The City is in possession of a number of items which are either inoperable or no longer serve a purpose for City business. Prior to donating, selling or disposing of any items, the City Council must adopt a resolution authorizing their disposition.

A list of 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 21st day of July, 2014.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

PHILIP SMITH, Mayor
of the City of Tehachapi, California

ATTEST:

DENISE JONES
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 July 21, 2014.

DENISE JONES
City Clerk of the City of Tehachapi, California

Inventory of Remaining Items in Old PD

Quantity	Description	Model #	Notes
2	AutoRead Handheld Device w/ charging station	AR4001	Reads Utility Meters
1	Panasonic VHS/DVD TV Combo		
1	2 person workstation metal desk		
5	2 person workstation metal hutch		goes on top of metal desk
2	Metal corner workstation		
2	Metal corner workstations with extension on one side		
8	1 person workstation metal desk		
8	1 person workstation metal hutch		
1	Dell computer monitor		
20	NEC phones	BH02702468	
2	large metal shelving unit w/ metal dividers and shelf inserts		
1	snow chain		
4	snow chain tighteners		
1	Motorola speaker microphone (manual and attachments only)		
1	Outdoor spot light		spike into the ground
1	indoor/outdoor timer		
1	Data transfer module		
1	Wilson Smart Technology Signal Booster		
3	Culligan Water Filters		
2	Flourescent Light Fixtures		3 bulbs in one fixture
1	Canon printer	iP1700	
1	Swingline electric stapler		
1	Sharp 10 key calculator	EL 2197GII	
1	HP Photosmart printer	7960	
1	PC Concepts standard keyboard		
1	Plate glass with speaking hole in middle	36"x41"	
1	10 foot Power strip		
1	3 1/2 foot Power strip		
1	4x6 Buelletin		
1	wall mounting rack for TV		
1	Linksys Wireless Router		WPA/WPD2 25milkshake97
1	Sanyo 13" TV		
1	Ceiling Vent cover		
4	Flourescent Bulbs		
4	Heater Filters		
1	Wood Cabinet	22"x86"	No countertop
1	Wood Cabinet	22"x74"	No countertop
1	Wall hanging wood cabinet	30"x12"x60"	
2	wood dividers for wood cabinets		
1	box of Royal Rock Green	Pemaco A06-015	
1	Wall hanging wood cabinet	44"x30"	
1	Woodlooking hutch for desk	39'x10"x19"	
	Misc. copper wiring		



APPROVED

DEPARTMENT HEAD: AW

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JULY 21, 2014

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 15, 2014

SUBJECT: 51st ANNUAL TEHACHAPI MOUNTAIN FESTIVAL & CAR SHOW

APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

EVENT DESCRIPTION

The 51st Annual Mountain Festival & Car Show will be held from 8/15/2014 – 8/17/2014. This festival will encompass many events with various street closures throughout downtown. This event is open to the public.

APPLICANT REQUESTS

- Closure of Mojave Street from Pepper Drive to E Street 8/15/14 – 8/17/14
- Closure of E Street from Mojave Street to South Robinson Street 8/15/14 – 8/17/14
- Closure of F Street from Kmart to Snyder Street 8/16/14
- Closure of F Street from Curry Street to South Robinson Street 8/17/14
- Closure of South Green Street from Tehachapi Blvd. to D Street 8/17/14

STAFF CONDITIONS

Administration: 1) Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

2) Car Show – All display vehicles must enter via Tehachapi Blvd. The applicant must provide traffic control at the corner of Curry and D, E & F Streets to route the vehicles accordingly. Car show participants are to be considerate of residents in the early morning and refrain from revving vehicles or other loud noises.

Police Department: 1) The applicant must provide I.D.'s for all carnival and Kiddie Amusement employees.

Building Inspector: (see attached)

RECOMMENDATION

APPROVE THE 51st ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION, ASSOCIATED STREET CLOSURES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE, SUBJECT TO CITY CONDITIONS.

Conditions of Approval for Proposed
Open-Air Special Events

1. All exit pathways to the public way (streets) to be a minimum of 48 inches wide, Fire Department requires a 20 foot access aisle (see K.C. Fire for location),
(California Building Code sections 108.2, 602, 3103.1, 3103.4, Title 19)
2. All cloth structures over 400 square feet to be fire treated and have a State Fire Marshall tag. “Easy-ups” and other cloth canopies less than 400 sf are not required to be treated unless placed together to form a canopy 400sf or larger,
(California Building Code sections 3105.4, Title 19)
3. All cooking appliances with open flames to be a minimum of 10 feet from structures and shall have a type “2A10BC” fire extinguisher on hand,
(California Title 19)
4. Electrical wiring shall be protected from damage and electrical systems shall be grounded. Electrical outlets shall be GFI protected,
(California Electrical Code section 240.13)
5. No vehicles (other than PW maintenance vehicles) shall be allowed to drive around within the event grounds during the time the event is being attended by the public,
(California Building Code section 3103.4)
6. Trash cans provided need to be sufficient to hold all of the trash generated at the event. The lids will need to be fully closed to keep out birds and other animals. (No heaping trash cans.)
7. Call 822-2200, ext. 116, and arrange for inspection of the site prior to opening the event to the public.

JH Hasselbrink
Chief Building Inspector
City of Tehachapi

Kern County Fire Marshall
661-391-7000



SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Cell 661-345-8146 Phone Number +1 (661) 822-4180

Address 209 E. Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93581

E-mail Address idaperkins@tehachapi.com

Event Name 51st Annual Tehachapi Mountain Festival®

Event Location Please See Attached Event Binder - Numerous Locations

Event Date(s) August 15th through August 17th, 2014 Event Time(s) Varies - please see event binder

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

Please See Attached Event Binder

In addition we are requesting permission from the City of Tehachapi to allow tobacco use in the Beer Garden provided we receive permission from Tehachapi Valley Recreation and Park District.

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? To Fund Chamber Programs

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? Will be applied for on July 15, 2014 - copy to City once received

Event Name 51st Annual Tehachapi Mountain Festival®

Event Date(s) August 15 - August 17, 2014

Please Describe How The Following Will Be Accomplished:

Street Barricades Please see attached event binder

Traffic Control Please see attached event binder

Crowd Control Please see attached event binder

Utility Services: Water, Sewer, Electric Please see attached event binder

Lights Please see attached event binder

Dust Control Please see attached event binder

Site Clean-up & Maintenance Please see attached event binder

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Site Facilities Please see attached event binder

Health Dept. Please see attached event binder

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Applicant Signature



Date June 10, 2014

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

CM PW A HD

CPM CD P BL

LC BI F C

Notes

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

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

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

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

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Applicant Signature
6/10/14

Date

Mojave Street

31	32	35	36	39	40	43	44	47	48	51	52	55	56	59	60	64	63
29	30	33	34	37	38	41	42	45	46	49	50	53	54	57	58	61	62

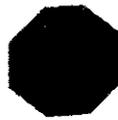
D Street

Entertainment Parking Only

A	K	V
B	L	
C	M	
D	N	
E	O	
F	P	
G	Q	
H	R	
I	S	
J	T	
	U	

E Street

28	26
27	25
24	22
23	21
20	18
19	17
16	14
15	13
12	10
11	9
8	6
7	5
4	2
3	1



Playground

Horseshoe Ring

Beer Garden

Davis Street

E Street

Claude L. Wells Education Ctr



SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Cell 661-345-8146 Phone Number +1 (661) 822-4180

Address 209 E. Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93581

E-mail Address idaperkins@tehachapi.com

Event Name 51st Annual Tehachapi Mountain Festival*

Event Location Use of Centennial Plaza for Mountain Festival Car Show

Event Date(s) Sunday, August 17, 2014 Event Time(s) 6:00 a.m. - 4:00 p.m.

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

Request use of Centennial Plaza for Mountain Festival Car Show. Car Show Committee will set up their check in and raffle tables & prizes in the plaza.

All other required information is submitted with the 51st Annual Tehachapi Mountain Festival* Binder.

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? Scholarship Program

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

*emailed
6/18/14*

Event Name 51st Annual Tehachapi Mountain Festival® Car Show

Event Date(s) Sunday, August 17, 2014

Please Describe How The Following Will Be Accomplished:

Street Barricades Please see attached event binder

Traffic Control Please see attached event binder

Crowd Control Please see attached event binder

Utility Services: Water, Sewer, Electric Please see attached event binder

Lights Please see attached event binder

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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

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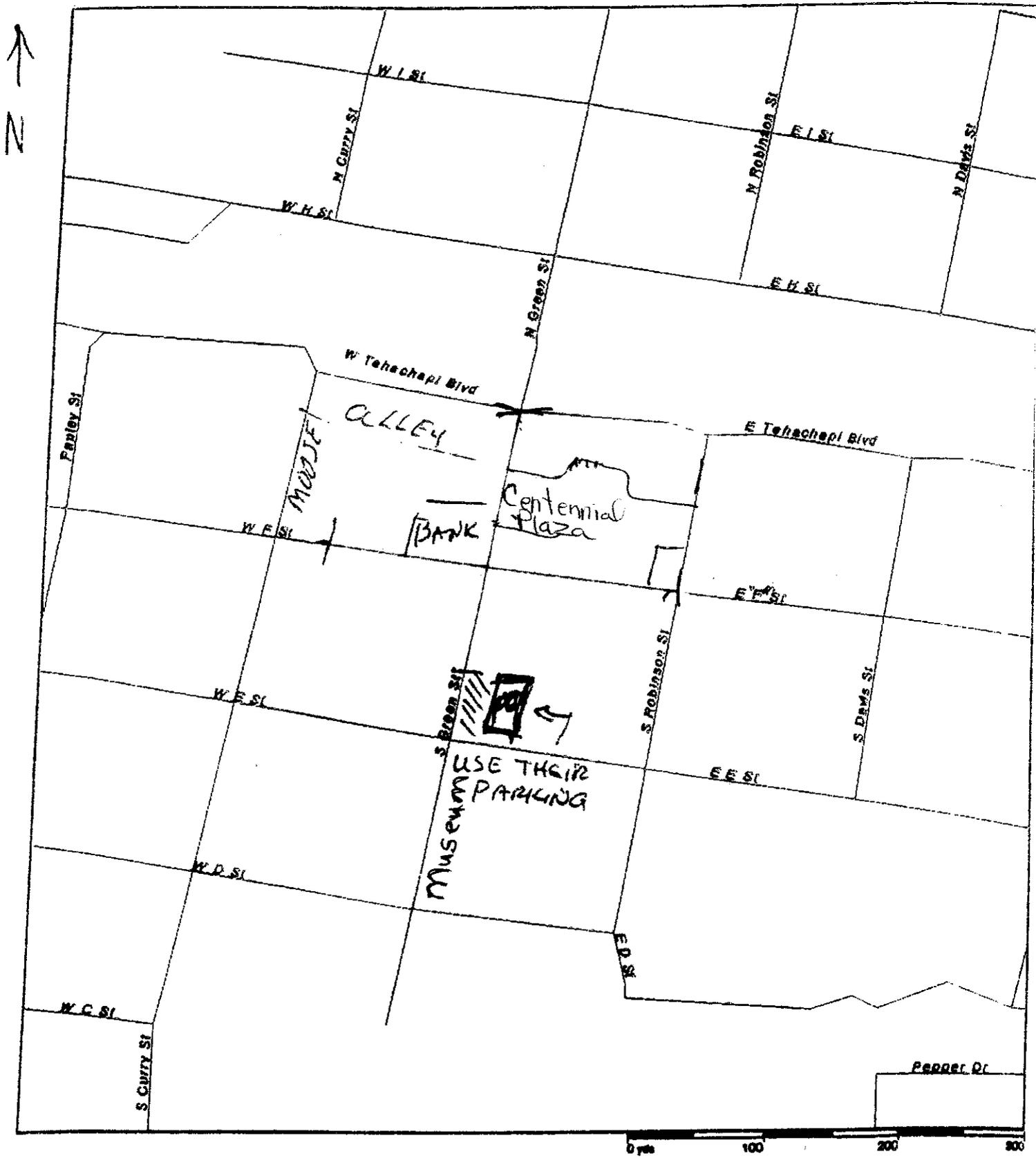


Applicant Signature
6/10/14

Date



Mtn Festival Car Show Map 2014



Streets Plus

Map Title 1
Map Title 2

Attachment 15



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

COUNCIL REPORTS

MEETING DATE: JULY 21, 2014

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 15, 2014

SUBJECT: STEP BACK IN TIME TO OLD TEHACHAPI

APPLICANT AND ORGANIZATION

Charles White, Tehachapi Heritage League

EVENT DESCRIPTION

The Heritage League's Step Back in Time to Old Tehachapi will be held on 7/26/2014 starting at 12 pm and ending at 4 pm. This event will be held on Green Street from E Street to the alley between E Street and D Street and is open to the public.

APPLICANT REQUESTS

- Closure of Green Street from E Street to the alley between E Street and D Street

STAFF CONDITIONS

Administration: 1) Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

RECOMMENDATION

APPROVE THE HERITAGE LEAGUE'S STEP BACK IN TIME TO OLD TEHACHAPI SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS



RECEIVED

JUL 07 2014

SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Heritage League

Event Contact Charles White

Phone Number +1 (661) 972-0958

Address P.O. Box 54

City Tehachapi

State CA

Zip Code 93581

E-mail Address charlesewhite@sbcglobal.net

Event Name Step Back In Time

Event Location 300 and 310 South Green Street

Event Date(s) July 26, 2014

Event Time(s) 12 to 4 pm

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

Street closure requested as per attached drawing (Green Street from the D/E Street Alley, north to E Street). Activities in the street and on Museum property will consist of craft demonstrations, needlework, food preservation, origami, etc.

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for?

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name Step Back In Time

Event Date(s) July 26, 2014

Please Describe How The Following Will Be Accomplished:

Street Barricades We request that the City provide signs and barricades.

Traffic Control N/A

Crowd Control N/A

Utility Services: Water, Sewer, Electric N/A

Lights N/A

Dust Control N/A

Site Clean-up & Maintenance Museum volunteers will provide.

Security N/A

Site Facilities N/A

Health Dept. N/A

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Charles E. White

Date July 7, 2014

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
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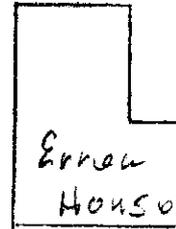
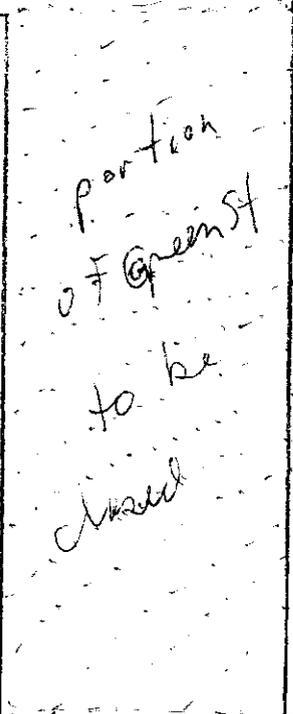
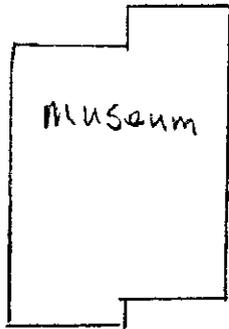
Charles E. White
Applicant Signature
7/7/14
Date

D Street

Green St

Alley

Alley

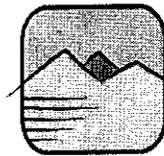


E Street

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 7/15/2014 - 1:02 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	0	Check Date:	
Vendor:	0030	The Bakersfield Californian	
13518285		Safe Rte to School\Advertising Fees for Bidding	1,062.12
			1,062.12
Check No:	0	Check Date:	
Vendor:	0035	BC Laboratories Inc.	
B175761 1		Wtr\Samples Hayes/Dennison/Wahlstrom wells /	50.00
B175761 2		Wtr\Samples Hayes/Dennison/Wahlstrom wells /	36.00
B176113		Wtr\Samples Headworks/Clarifier	325.00
B176191		Wtr\Samples Curry Resu	15.00
B176192		Wtr\Samples Mojave/Dennison wells	30.00
B176296		Wtr\Samples Minton Well & Highline Resv	50.00
B176296-1		Wtr\Samples East I West D & Cyn Dr W	36.00
B176610		Wtr\Samples Headworks/Clarifier	325.00
B176836		Wtr\Samples Mojave & Dennison Wells	30.00
B176862		Wtr\Samples Curry Resv	75.00
B176862-1		Wtr\Samples Mulberry Hickory & Fig	36.00
B177204		Swr\Influent & Effluent samples	325.00
			1,333.00
Check No:	0	Check Date:	
Vendor:	0041	Benz Propane Company Inc.	
238285501		Wtr\Acct #1228102\750 Ent-Tank Lease	96.75
			96.75
Check No:	0	Check Date:	
Vendor:	0061	BSK Associates	
A409475		Sewer Effluent April	150.00
C1414161B		Challenger Dr Ext\Eng svcs	8,933.00
C1421761B		CD\505 Mesquite Dr\Eng svcs	257.00
			9,340.00
Check No:	0	Check Date:	
Vendor:	0093	Coles Environmental	
60461		Airport hazardous waste liquid used oil/ Clor-D-	75.00
			75.00
Check No:	0	Check Date:	
Vendor:	0182	P&J Electric Inc.	
4743		Wtr\Wahstrom Well-troubleshoot & install new c	1,810.14
			1,810.14
Check No:	0	Check Date:	
Vendor:	0263	Lebeau Thelen LLP	
14		GG\Legal Svcs	87.50
21		Broome Fam Tr vs City\Legal Svcs	6,228.80

37	Walmart CEQA Litigation\Legal Svcs	238.00
		<hr/>
		6,554.30
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140143172	PW\Linen maintenance	99.10
140145918	PW\Linen maintenance	99.10
140145919	Swr\Dust mop & mats	39.30
140147271	PW\Linen maintenance	104.52
140147272	Swr\Dust mop & mats	39.30
		<hr/>
		381.32
Check No:	0 Check Date:	
Vendor:	0304 Mojave Sanitation	
2351009	Swr\Acct #965528800\800 Ent Way-3 yd bin	132.89
2351318	Swr\Acct #975428801\800 Ent Way-Storage Coi	85.00
		<hr/>
		217.89
Check No:	0 Check Date:	
Vendor:	0310 Willdan Financial Services	
010-24466	LLD Annexation	630.83
010-24466-1	DBAD Formation Parcel Map 10997	4,221.67
		<hr/>
		4,852.50
Check No:	0 Check Date:	
Vendor:	0350 Ranch Service & Supply	
1035	Wtr tension band, brance band, tube	152.38
		<hr/>
		152.38
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0273289	PW unleaded and diesel fuel	1,152.69
		<hr/>
		1,152.69
Check No:	0 Check Date:	
Vendor:	0426 Tehachapi-Cummings County Water District	
1128540	LLD Landscaping\svc chg	4.50
12019000	Wtr usage\Benz Sanitation	149.04
26050300	Wtr usage\LLD Landscaping	1,216.67
2964200	Wtr usage\Henway	99.93
41757900	Wtr usage\Warrior Park	301.14
43855000	Wtr usage\Chemtool	531.32
823.697	Wtr usage\TUSD	14,219.84
		<hr/>
		16,522.44
Check No:	0 Check Date:	
Vendor:	0431 Tehachapi News	
13545479	Fin\Account Clerk ad 6-11-14	114.00
13545479-1	Fin\Account Clerk ad 6-18-14	114.00
13562971	GG\Teh City Council DBAD 6-25-14	36.25
13562989	GG\Teh City Council LLAD 6-25-14	35.00
		<hr/>
		299.25
Check No:	0 Check Date:	
Vendor:	0434 Tehachapi Sanitation	
2351619	PD\Acct #976438800-220 W C St-3 yd dumpste	75.00

		Check Amount
		75.00
Check No:	0 Check Date:	
Vendor:	0441 Vulcan Materials Company Western Division	
70402158	WTR 5SK PM AE	405.41
		405.41
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
132978-0	Air\office supplies	92.55
133159-0	CD\drilling charge	5.38
		97.93
Check No:	0 Check Date:	
Vendor:	0478 Zee Medical Service	
34-220597	Air\safety supplies	78.85
		78.85
Check No:	0 Check Date:	
Vendor:	0585 Terry J. Warsaw M.D.	
06242014	PD\Employee recruitment-CGonzales	195.00
		195.00
Check No:	0 Check Date:	
Vendor:	0972 The Tire Store	
264048	PD\TE-23 Brakes rotors & pads	342.85
264423	PD\TE-23 Install front kyb struts & alignment	348.03
		690.88
Check No:	0 Check Date:	
Vendor:	1032 Jack Davenport Sweeping Services Inc.	
103599	Broom sweeping services for June	8,640.00
		8,640.00
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	
4504	GG\Letterhead full color	102.13
4505	PD\Business cards-KKroeger	186.62
		288.75
Check No:	0 Check Date:	
Vendor:	1286 M&M's Sports Uniforms & Embroidery	
31418	PD\Tailoring - sew on patches	4.84
		4.84
Check No:	0 Check Date:	
Vendor:	1505 Benz Construction Services	
2353381	PW\Acct#300421000\800 Ent Wy-Rolloff svc	432.30
		432.30
Check No:	0 Check Date:	
Vendor:	1506 San Joaquin Safety Shoes	
63358	PW\Safety Boots (addtl) -RHamon	167.69
		167.69
Check No:	0 Check Date:	
Vendor:	1658 Springbrook Software Inc.	

INV28739-1	Wtr\Monthly Web Payments 2014	100.00
INV28739-2	Swr\Monthly Web Payments 2014	100.00
INV28739-3	GG\Monthly Web Payments 2014	31.35

231.35

Check No:	0	Check Date:	
Vendor:	1724	Banks Pest Control Inc.	
411420		GG\Bi-monthly service	72.00

72.00

Check No:	0	Check Date:	
Vendor:	1729	Alpha Landscape Maintenance	
12060 1		City Offices	48.02
12060 10		South Curry	222.50
12060 11		heritage Oak	843.12
12060 12		KB Tract / Dennison	3,524.54
12060 13		Street Trees	10.09
12060 14		Dennison Street	704.20
12060 15		Clear View	314.65
12060 16		Pioneer Park	541.45
12060 17		Old Town Planters	80.15
12060 18		mill street cottages	24.09
12060 19		Robinson Park	493.30
12060 2		Market Place and Union Pacific	215.91
12060 20		Taco Sandwich and wall	27.48
12060 21		senior center	102.57
12060 22		Railroad depot	124.59
12060 23		Phase 4 downtown planters	33.95
12060 24		Phase 4 downtown planters	86.22
12060 25		red barn phase 2	7.00
12060 26		Robinson parking lot	24.45
12060 27		Alta warrior park- new addition	1,564.62
12060 3		Mill Street Islands	415.98
12060 4		Capital Hills (South Island)	263.91
12060 5		Manzanita Park	706.41
12060 6		KB Tract- Highland LMD	500.85
12060 7		Alta Tract/ Warrior Park	4,367.95
12060 8		All Planters - Highline and Tract Perimeters	1,534.02
12060 9		Alta Parkway Lawns	171.51
12061 1		mar pl/un pac	0.86
12061 10		heritage oaks	8.63
12061 11		KB/ Dennison	18.12
12061 12		Dennison Street	2.59
12061 13		Clear View	0.86
12061 14		Pioneer Park	2.59
12061 15		old town planter	0.43
12061 16		mill street cottages	0.43
12061 17		alta/ warrior park new addition	9.49
12061 18		robinson park	0.86
12061 19		taco sandwich	0.43
12061 2		mill street island	2.59
12061 20		senior center	0.43
12061 21		railroad depot	1.73
12061 22		Robinson parking lot	0.43
12061 23		phase 4 downtown planters	0.43
12061 24		red barn	0.43
12061 25		red barn	0.43
12061 3		cap hills	1.73

12061 4	manzanita park	2.59
12061 5	KB tract- HIghland	0.86
12061 6	Alta Tract warrior park	17.26
12061 7	Alta parkway lawns	1.73
12061 8	Alta planters- highline and tract	8.63
12061 9	South Curry	1.73
		17,039.82
Check No:	0 Check Date:	
Vendor:	1801 HD Supply Waterworks LTD	
C598407	Landscape\2x5 stl cplg	94.15
		94.15
Check No:	0 Check Date:	
Vendor:	2111 Swift Napa Auto Parts	
812498	PW\Motor tune-up 16 oz	17.18
812902	PW\hydraulic filter	6.96
814138	PW\Hazard Flasher & filters	203.38
814344	Constr\trailer cables	378.40
814356	Constr\plugs grommets & lamps	33.45
814808	Constr\connectors tow socket & trailer adpt conr	75.74
814927	Constr\lamps	17.11
815226	Constr\fuses	29.92
815497-1	Air\AGM Battery	524.60
815497-2	Constr\Battery & core deposit	246.18
815500	PW>window & door handles	22.78
		1,555.70
Check No:	0 Check Date:	
Vendor:	2200 Argo Chemical	
1407106	California mill assessment	1,422.71
		1,422.71
Check No:	0 Check Date:	
Vendor:	2531 Bottle Your Brand	
200008617	Custom labeled bottled water-12 oz	1,413.64
		1,413.64
Check No:	0 Check Date:	
Vendor:	2589 Jerome's Tractor Service	
C-14-460	Weed Abatement APN#223-140-10	435.00
C-14-461	Weed Abatement APN#415-010-14	1,680.00
C-14-462	Weed Abatement APN#417-010-01	150.00
C-14-463	Weed Abatement APN#417-010-28	150.00
		2,415.00
Check No:	0 Check Date:	
Vendor:	2636 HDWBC	
30330	PD\Fiber - equip & labor	5,931.71
30331	PD\Wiring Rack - equip & labor	1,038.79
30332	PD\Drops for Fire Alarm - equip & labor	856.81
30333	PD\Bldg Cameras - equip & labor	21,067.95
30334	PD\Access Control - equip & labor	38,763.45
30335	PD\Network Move - equip & labor	5,119.75
30336	PD\Data-Phone Drops - equip & installation	13,972.89
30355	IT\June 2014 Monthly consulting + billable hrs	5,396.25
		92,147.60

Check No:	0	Check Date:	
Vendor:	2752	Fastenal Company	
CATEH4978-1		PW\safety supplies	45.25
CATEH4978-2		Wtr\safety supplies	90.48
CATEH4978-3		Swr\safety supplies	90.48
MN01934854-1		WTR coil and door locker	144.00
MN01934854-2		SWR coil and door locker	144.00
MN01934854-3		PW coil and door locker	96.00
MN01934854-4		LS coil and door locker	48.00
MN01934854-5		CSTR coil and door locker	48.00
			<hr/>
			706.21
Check No:	0	Check Date:	
Vendor:	2989	My Fleet Center.com	
18927686		PD\Oil Service	32.84
18927860		PD\Oil Service	56.97
			<hr/>
			89.81
Check No:	0	Check Date:	
Vendor:	3051	Tehachapi Transmissions Inc.	
5615		PD\TE-07 oil change strobe bulb fan clutch	380.41
			<hr/>
			380.41
Check No:	0	Check Date:	
Vendor:	3066	AECOM Technical Services Inc.	
37446551		PD\Engineering Svcs Construction Admin	2,349.91
			<hr/>
			2,349.91
Check No:	0	Check Date:	
Vendor:	3068	Galls, LLC	
002109560		PD\Gear closed-top cuff case duty holster	229.28
002109561		PD\Double mag pouch	46.68
002111526		PD\equip belt radio holder	154.55
			<hr/>
			430.51
Check No:	0	Check Date:	
Vendor:	3104	Hilltop Publishers Home of The Loop	
14798		Hotdog Festival\2014 Official Guide to 4th of Ju	360.00
			<hr/>
			360.00
Check No:	0	Check Date:	
Vendor:	3270	EcoTierra Consulting	
01		CD\Red Apple Pav EIR	6,763.92
			<hr/>
			6,763.92
Check No:	0	Check Date:	
Vendor:	3579	TransUnion Risk and Alternative	
07012014		PD\person search-Acct ID 378193	5.25
			<hr/>
			5.25
Check No:	0	Check Date:	
Vendor:	3608	Kingsmen Tractor Services	
20		Weed Abatement - Block 30-10	180.00
			<hr/>
			180.00
Check No:	0	Check Date:	
Vendor:	3642	BTC Labs - Vertical V	

000014278

CD\OReillys Autoparts\prof svcs

684.00

684.00

Check No:

0 Check Date:

Vendor:

3674 Secure On-Site Shredding

2351621

GG\Acct#300421002\115 S Robinson-shredding

35.00

2351622

Swr\Acct#300421004\750 Ent Way-shredding

35.00

70.00

Check No:

0 Check Date:

Vendor:

3694 Flatiron Electric Group Inc.

5376-002 Rev

Strts\Teh Blvd Rehab comm conduits

19,429.88

19,429.88

Check No:

0 Check Date:

Vendor:

3708 Customized Custodial Services

COTC0614SS

One Time cleaning of 200 Teh Blvd 6-10-14

250.00

COTC0614SS2

Chief Ret Dinner\2 on-call workers 6-13-14

100.00

COTC0614SS3

PD\Special cleaning 6-26-14

993.00

1,343.00

Check No:

0 Check Date:

Vendor:

3714 DTSC

CAL000230058

sewer permit fee

150.00

150.00

Check No:

0 Check Date:

Vendor:

3738 Pavement Coatings Co.

C307617

PW\Green St - RAP Slurry Seal striping bike lan

29,089.00

RET307617

PW\Green St - Retention

1,531.00

30,620.00

Check No:

0 Check Date:

Vendor:

3739 Sterndahl Enterprises, Inc.

13889

PD\Curry St Rehab-Rem & Inst Thermo Stripe

5,000.00

5,000.00

Date Totals:

239,881.30

Report Total:

239,881.30

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 7/16/2014 - 12:06 PM



		Check Amount
Check No:	0 Check Date:	
Vendor:	0017 American Business Machines	
205521	GG\Toner freight	8.00
		8.00
Check No:	0 Check Date:	
Vendor:	0182 P&J Electric Inc.	
4745	Wtr\troubleshoot Curry Booster Pump	945.08
4747	Wtr\fix alarms @ Wahlstrom site	250.00
		1,195.08
Check No:	0 Check Date:	
Vendor:	0300 Mission Linen & Uniform Service	
140148601	Swr\dust mops & mats	39.30
140149943	Swr\dust mops & mats	39.30
		78.60
Check No:	0 Check Date:	
Vendor:	0362 RSI Petroleum Products	
0043820	PW\fuel	1,056.48
0043823	PD\diesel fuel	143.36
0273703	PW\fuel	1,340.60
		2,540.44
Check No:	0 Check Date:	
Vendor:	0476 WITTS Everything for the Office	
133270-0	Fin\calculators	177.02
133285-0	CD\expand files notebook	21.89
133316-0	GG\pens sharpies soap binder clips	144.66
133350-0	GG\custom stamp	156.38
133384-0	GG\post it flags organizer folders paper	84.48
133394-0	GG\hand truck folders labels	271.98
133394-1	GG\disinfectant	12.77
133418-0	GG\sorter backrest file folders	108.18
		977.36
Check No:	0 Check Date:	
Vendor:	0543 BSE Rents	
24318	4th of July BBQ's propane	22.76
		22.76
Check No:	0 Check Date:	
Vendor:	0832 ACWA/JPIA	
0297207-1	Medical	71,523.96
0297207-2	Dental	8,726.44
0297207-3	Vision	1,146.78
0297207-4	Life	1,446.15

0297207-5	Life/Adjustment	40.50
		<hr/> 82,883.83
Check No:	0 Check Date:	
Vendor:	1055 Mercury Graphics	258.00
4507	Hot Dog Fest Banners	150.50
4512	GG\Door Hangers	<hr/> 408.50
Check No:	0 Check Date:	
Vendor:	1214 Greater Tehachapi Economic Development Cour	500.00
07012014	GG\2014 Platinum Business Investor Dues	<hr/> 500.00
Check No:	0 Check Date:	
Vendor:	1286 M&M's Sports Uniforms & Embroidery	234.67
31591	Pub Benches\cast plaque-Joshua Peters	<hr/> 234.67
Check No:	0 Check Date:	
Vendor:	1321 Culligan Water Conditioning	29.00
07012014	PD\ACD Rental	<hr/> 29.00
Check No:	0 Check Date:	
Vendor:	1505 Benz Construction Services	55.75
2344143	PW\Acct#966755300\800 Ent Way-toilet serv	<hr/> 55.75
Check No:	0 Check Date:	
Vendor:	1801 HD Supply Waterworks LTD	74.36
C598399	Wtr\2x7 - 1/2 clamp	<hr/> 74.36
Check No:	0 Check Date:	
Vendor:	2010 Griffith Company	453.75
266329	Hydrant Meter deposit refund	<hr/> 453.75
Check No:	0 Check Date:	
Vendor:	2044 Wells Fargo Bank N.A.	27,792.38
61487-1	Note CIEDB-01-019	119.86
61487-10	Note CIEDB-01-019	287.67
61487-11	Note CIEDB-01-019	27,792.38
61487-2	Note CIEDB-01-019	-27,792.38
61487-3	Note CIEDB-01-019	1,674.24
61487-4	Note CIEDB-01-019	4,018.17
61487-5	Note CIEDB-01-019	10,644.55
61487-6	Note CIEDB-01-019	641.25
61487-7	Note CIEDB-01-019	1,538.97
61487-8	Note CIEDB-01-019	1,989.62
61487-9	Note CIEDB-01-019	<hr/> 48,706.71
Check No:	0 Check Date:	
Vendor:	2111 Swift Napa Auto Parts	25.13
816769	Wtr\Def	<hr/> 25.13

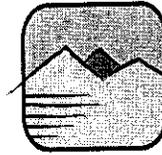
		Check Amount
		25.13
Check No:	0 Check Date:	
Vendor:	2147 Coffee Break Service Inc.	337.90
215182	GG\Coffee and supplies	26.95
JUL3921	GG\July water cooler rental	
		364.85
Check No:	0 Check Date:	
Vendor:	2589 Jerome's Tractor Service	
C-14-464	Weed Abatement APN #416-421-05 Move in Fee	150.00
C-14-465	Weed Abatement APN #416-421-06 Move in Fee	150.00
C-14-466	Weed Abatement APN #416-311-01-7 Move in Fee	150.00
C-14-467	Weed Abatement APN #040-090-14-4 Move in Fee	150.00
		600.00
Check No:	0 Check Date:	
Vendor:	2636 HDWBC	
30348	PD\EOC Center Equipment & Labor	3,785.63
30362	PD\Phone System Equipment & Labor	18,300.14
		22,085.77
Check No:	0 Check Date:	
Vendor:	2676 USPS-Hasler	
07032014	GG\Postage	1,000.00
		1,000.00
Check No:	0 Check Date:	
Vendor:	3097 Code 3 Uniforms	
3308	PD\Pants shirts 4 star collar belt tie	1,213.33
		1,213.33
Check No:	0 Check Date:	
Vendor:	3104 Hilltop Publishers Home of The Loop	
14840	GG\Full page color ad July 5 2014	400.00
		400.00
Check No:	0 Check Date:	
Vendor:	3252 Knights Event Management	
07042014	Hot Dog Fest Security reg & overtime	869.00
		869.00
Check No:	0 Check Date:	
Vendor:	3657 Wiley D. Hughes Surveying Inc.	
14-2670	Eng\Dennison & Teh Bl-Right of Way @ SE cor	650.00
		650.00
Check No:	0 Check Date:	
Vendor:	3708 Customized Custodial Services	
COTC0714-1	GG\City Hall cleaning	890.00
COTC0714-2	PD\cleaning	1,950.00
COTC0714-3	WWTP\cleaning	530.00
COTC0714-4	Air\cleaning	280.00
COTC0714-5	Air\100 Comm cleaning	140.00
COTC0714-6	Constr\100 Comm cleaning	140.00
COTC0714-7	Depot\cleaning	250.00
COTC0714-8	GG\Sr Ctr cleaning	450.00

			4,630.00
Check No:	0	Check Date:	
Vendor:	3740	Randy Kurin	120.00
07152014		GranFondo Refund	
			120.00
Check No:	0	Check Date:	
Vendor:	3741	McBroom & Sons Construction	3,750.00
370		Air\materials labor & disposal	
			3,750.00
Check No:	0	Check Date:	
Vendor:	3742	Jeff Wilson	30.00
07082014		GranFondo refund diff MedioFondo & Piccolo F	
			30.00
		Date Totals:	173,906.89
		Report Total:	173,906.89

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 7/3/2014 - 11:47 AM



CITY OF
TEHACHAPI
CALIFORNIA

Check Amount

Check No:	40626	Check Date:	07/03/2014	
Vendor:	0260	Liebert Cassidy Whitmore		
181003		GG/membership/employment relations consortiu		2,282.50
				<hr/>
				2,282.50
				<hr/>
			Date Totals:	2,282.50
				<hr/>
				<hr/>
			Report Total:	2,282.50
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Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
 Printed: 7/3/2014 - 1:37 PM



Check Amount

Check No:	Check Date:	Vendor:	Check Amount
40627	07/03/2014	0372 Southern California Edison	
1		GG/311 E D st	88.17
10		City Parks/114 S Green	210.76
11		Strts/213 S Curry st A	19.60
12		Strts/Curry/D st	16.48
13		Wtr/358 E D st	2,869.38
14		Strts/209 1/2 E Teh blv	25.30
15		Strts/333 1/2 E Teh blv	144.90
16		Strts/Teh blv W/O Green	16.48
17		Strts/103 Teh blv	77.69
18		Strts/101 E Teh blv #B	176.84
19		Strts/110 S Mill st	123.28
2		GG/200 W Teh blv	30.01
20		Traffic Signal/80 Mountain View av	60.94
21		Swr/880 Enterprise	1,829.05
22		Strts/Central Park/318 E st	87.73
23		Landscape Elect/329 1/2 D st	92.15
3		GG/113 S Mojave st	142.92
4		GG/1125 Capital Hills	24.58
5		GG/109 E Teh blv	134.94
6		GG/Pioneer Park/111 W I st	53.11
7		CD/119 Industrial Pkwy	36.79
8		PD/220 W C	2,455.30
9		Records Facility/104 S Robinson st	35.26
			<hr/> 8,751.66
40628	07/03/2014	2113 Fuel Controls Inc.	
81444		Airport/100 Octane wholesale	10,473.43
			<hr/> 10,473.43
40629	07/03/2014	2957 Gaston Patterson	
062114		Airport/mileage/Tartaglia Engineering meeting	71.56
			<hr/> 71.56
40630	07/03/2014	3011 Verizon Wireless	
9727133804 1		GG/mobile broadband	38.01
9727133804 2		Airport/mobile broadband	38.01
9727133804 3		GG/mobile broadband	38.01
9727133804 4		Airport/mobile broadband	29.65
9727133804 5		PW/mobile broadband	29.65
9727133804 6		GG/mobile broadband	29.65
9727133804 7		CD/mobile broadband	38.01
9727133804 8		Wtr/mobile broadband	15.01

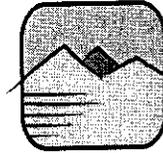
Check Amount

9727133804 9	Swr/mobile broadband	15.01
9727233146 1	Wtr/mobile broadband	15.01
9727233146 2	Swr/mobile broadband	15.01
		<hr/>
		301.03
Check No:	40631 Check Date: 07/03/2014	
Vendor:	3571 Division of the State Architect -Attn: SB 1186	
070114	SB 1186 second quarter	242.40
		<hr/>
		242.40
Check No:	40632 Check Date: 07/03/2014	
Vendor:	3577 EPIC Aviation LLC	
6592416	Airport/AV gas 100LL	21,037.75
		<hr/>
		21,037.75
Check No:	40633 Check Date: 07/03/2014	
Vendor:	3615 Michelle Vance	
070114	Hotdog Festival/Cash prizes for Tehachapi Wien	175.00
		<hr/>
		175.00
		<hr/>
	Date Totals:	41,052.83
		<hr/>
		<hr/>
	Report Total:	41,052.83
		<hr/>
		<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 7/8/2014 - 11:43 AM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	40717	Check Date: 07/08/2014	
Vendor:	3735	California Building Standards Commission	
07072014		SBS Fees Prior to April 01 2014	1,358.84
07072014 2		SBS Fees April-June 2014	55.80
			<hr/> 1,414.64
Check No:	40718	Check Date: 07/08/2014	
Vendor:	3736	Department of Conservation	
07072014 1		SMIP Fees Prior to April 01 2014	13,866.85
07072014 2		SMIP Fees April-June 2014	82.15
			<hr/> 13,949.00
Check No:	40719	Check Date: 07/08/2014	
Vendor:	1869	State Water Resources Control Board	
062314		Swr/exam application/WWTP Op Grade V/W. M	440.00
			<hr/> 440.00
Date Totals:			<hr/> <hr/> 15,803.64
Report Total:			<hr/> <hr/> <hr/> 15,803.64

Accounts Payable

Checks by Date - Detail By Check Date

User: delphina
Printed: 7/8/2014 - 2:24 PM



		Check Amount
Check No:	40720	Check Date: 07/08/2014
Vendor:	3088	All Valley Towing II
070814		PD/Storage fee/2012 Jeep Lic.6XXP475
		2,477.50
		<u>2,477.50</u>
Date Totals:		2,477.50
		<u>2,477.50</u>
Report Total:		2,477.50
		<u>2,477.50</u>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 7/10/2014 - 3:56 PM



			Check Amount
Check No:	40726	Check Date: 07/09/2014	
Vendor:	2940	U.S. Bank Corporate Payment System	
000004274		Airport/extenal speakers/scanner/mobile 450-520	793.39
000005		Airport/postage/FAA EA application	8.98
000006		PD/meals for personnel during PD relocation-me	100.20
0001		Strts/CEQA County Clerk fee	50.00
0023121		PD/straight edge/screws/lumber	157.77
0027		PD/Sniders lock	25.00
0111247		PD/exterior screws/return	-29.55
0231318		Airport/fuel/Tartaglia Engineering meeting/Atas	125.00
025840		GG/grocery/planters nut mix/snack packs/staff b	21.96
036602		GG/full page on 12 mo contract	1,550.00
039867		GG/meals/retreat w-TVRPD	22.35
041388		GG/canopy/side wall/stage	2,710.50
041390		GG/canopy/side wall/stage/tablecovers	2,162.41
041741		GG/canopy/water barrels/side wall food tent	942.25
041829		PD/rental/tablecloths/gas lamp light/tables	646.50
046924		Chief's Retirement Party/cups/napkins/knives/foi	345.26
0523		PD/Crown awards	-21.70
052714		PD/CPCA annual membership 2014-15/JKermoc	315.00
052814		GG/meeting room rental/staff budget workshop	226.00
052814		CD/Map Center NFIP	4,400.00
0570270		Airport/bounty pp towels/charmin toilet paper	71.86
0575394		PD/exterior screws	29.54
060214		PD/lodging/SKetcham	372.30
060214 2		PD/lodging/SArebalo	372.30
060414		CD/monthly subscription fee/efax charge	16.95
061014		Airport/install m trap/plumbing	125.00
061114 1		GG/2014 annual conference & expo/GGarrett	500.00
061114 2		Council/2014 annual conference & expo/EGrime	500.00
061314		Chief's Retirement Party/table clips	12.87
061714		GG/internet photo	5.35
061914		GG/Chili cookoff sponsorship	500.00
063901		GG/bakery-cookies/staff budget workshop	5.98
064003		Airport/postage	9.95
074294		Airport/Nestle btld water/two 5 glln Sparkletts v	33.36
0822419		Finance/fuel/RMA executive meeting	30.29
084806		GG/postage	20.00
087042		Airport/auto fuses	4.29
091848		Airport/postage	13.12
092059		Finance/fuel/RMA executive meeting	46.71
100126003		Airport/Copeland engineering top hat power tam	159.99
1095164		GG/meals/meeting @ exc. planning retreat	104.61
1196480		Airport/protective sleeve-powerbraid wie wrap 2	140.82
1282		GG/route arrows	441.12
142746442540		PD/tuition & fees/HS 11550 course/WHorning	47.00
16017		GG/meals/meeting w-engineering staff	65.31
1822		GG/ad design	40.00

1823	GG/prospect letters/tlm ad update	391.40
1853	PD/cantle bag/reflective material/tail wrap/reflec	1,419.12
1941522	Airport/silver listing on AirNav.com	211.00
200795237	GG/HP internal hard drive	147.69
21072	GG/generic helmet numbers	53.04
215833	GG/meals/Jon & Gregg	12.72
286643	PD/signs	29.00
3909825	GG/leather case cover for iPad	23.38
4594874	Airport/5 gln gas can	20.40
4897	PD/2 nontax	9.97
50395396	Airport/truck storage box	818.88
599885	GG/Acrobat XI standard-software	332.40
6249388527	GG/KEDC 2014 annual dinner registration	300.00
6249388527 2	Concil/KEDC 2014 annual dinner registration	100.00
6249401177	Concil/KEDC 2014 annual dinner registration	100.00
638608	Gran Fondo Event/facebook ads	227.34
694899819	PD/domain name renewal	24.84
700902826	GG/domain renewal-multiple	449.95
733157176	PD/registration/webinar	35.00
7442	PD/remove coil frm doner bike & install on repa	170.00
7819	GG/meals	34.22
8020003	Airport/aaa & aa batteries 24pck	30.06
825791028	GG/sirius XM service	11.24
82965	Airport/13-14 Dodge truck 1500/alum bumper w	454.25
85006301	GG/lodging/retreat w/TVRPD	186.91
8729	GG/2 flavor craver sandwich plate/staff budget v	70.00
9913	Airport/spotlight for 2009-14 Dodge Ram/mount	183.88
996569	GG/subscription webcommerce	38.88
H014949597	Airport/Keurig coffee k-cup packs	114.72
M188409	Airport/car wash	8.00
M193584	Airport/car wash	10.00
N-3893	Airport/custom frames	526.55
PC0001671345	Airport/vehicle lighting	5,270.40
SI-147206 1	Airport/flush bucket for sr10/combo retrofit hyp	974.95
SI-147206 2	Airport/UPS freight	15.91
		<hr/>
		31,026.14
Check No:	40727 Check Date: 07/09/2014	
Vendor:	3269 Don Juan's	
6	Chief's Retirement Party/iced tea	193.50
		<hr/>
		193.50
Check No:	40728 Check Date: 07/09/2014	
Vendor:	3428 Red House BBQ	
571431	Chief's Retirement Party/BBQ dinner for 120 pe	2,160.75
		<hr/>
		2,160.75
		<hr/>
	Date Totals:	33,380.39
		<hr/>
	Report Total:	33,380.39
		<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/10/2014 - 3:51 PM



Check Amount

Check No:	40732	Check Date:	07/10/2014	
Vendor:	0404	State Controller's Office		
40104		Annual Street Report FY 13-14		2,105.08
				<hr/>
				2,105.08
				<hr/>
		Date Totals:		2,105.08
				<hr/>
				<hr/>
		Report Total:		2,105.08
				<hr/>
				<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/10/2014 - 4:15 PM



			Check Amount
Check No:	40733	Check Date: 07/10/2014	
Vendor:	3652	Peggy Blanchard	
07012014		Rental of 104 S Robinson-7/1/14-10/31/14	3,400.00
			<hr/>
			3,400.00
			<hr/>
Date Totals:			3,400.00
			<hr/>
			<hr/>
Report Total:			3,400.00
			<hr/>
			<hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/10/2014 - 5:34 PM

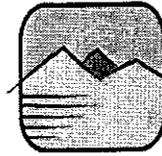


			Check Amount
Check No:	40734	Check Date: 07/10/2014	
Vendor:	1962	Kern County Sheriff's Office Civil Section	
05150-0007		City vs Summit AD 89/2 APN 223-490-03-00-7	2,000.00
			<hr/> 2,000.00
Check No:	40735	Check Date: 07/10/2014	
Vendor:	1962	Kern County Sheriff's Office Civil Section	
05150-0003		City Vs FNG Partners AD89/2 APN08-00-2/09-(10,000.00
			<hr/> 10,000.00
Check No:	40736	Check Date: 07/10/2014	
Vendor:	1962	Kern County Sheriff's Office Civil Section	
		City vs Summit AD89/2 APN01-00-4/02-00-4/0'	6,000.00
			<hr/> 6,000.00
			<hr/> 18,000.00
Date Totals:			18,000.00
			<hr/> <hr/>
Report Total:			18,000.00
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Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/15/2014 - 4:38 PM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	40739	Check Date: 07/15/2014	
Vendor:	3690	American Builders Supply	
26528 RI		PW\Special Order Proline London Cobble Stone	1,053.48
			<hr/> 1,053.48
Check No:	40740	Check Date: 07/15/2014	
Vendor:	2478	DataProse Inc.	
DP1401855-1		Refuse\Postage	213.92
DP1401855-2		Wtr\Postage	534.81
DP1401855-3		Swr\Postage	320.89
DP1401855-4		Refuse\Printing	112.36
DP1401855-5		Wtr\Printing	280.93
DP1401855-6		Swr\Printing	168.56
DP1401855-7		GG\Q2 Newsletter insert	464.00
			<hr/> 2,095.47
Date Totals:			3,148.95
			<hr/> <hr/>
Report Total:			3,148.95
			<hr/> <hr/>



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

COUNCIL REPORTS

MEETING DATE: JULY 21, 2014 AGENDA SECTION: AIRPORT MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: JULY 15, 2014

SUBJECT: NON-COMMERCIAL HANGAR GROUND LEASE – HANGAR 21E

BACKGROUND

Leighton Paul and Linda Paul currently own hangar 21E located at the Tehachapi Municipal Airport. Their current Non-Commercial Hangar Ground Lease expires on October 31st, 2014. Mr. Paul is requesting a new Non-Commercial Hangar Ground Lease with a term starting on November 1st, 2014.

FISCAL IMPACT

Rental Payment:

\$54.00/month

\$648.00/year

RECOMMENDATION

Approve the Non-Commercial Hangar Ground Lease for hangar 21E between the City of Tehachapi and Leighton Paul and Linda Paul.

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) 21E

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this **21st** day of **July, 2014**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Leighton Paul and Linda Paul**, hereinafter referred to as "LESSEE".

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

1. PREMISES:

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

2. TERM:

The term of this Lease shall be for **10** years, commencing on **November 1st, 2014**, and terminating on **November 1st, 2024**.

3. HOLDING OVER:

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

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

4. **RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of **\$54.00** per month payable in advance on the first day of each month commencing **November 1st, 2014**. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to January 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

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

6. **PURPOSE; NUISANCE:**

the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

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

(c) The use of combustible chemicals or cleaning solvents, stripping or painting, or welding or repair to any aircraft on the demised premises are allowed only to the extent permitted under all applicable federal, state and local regulation governing the

use of hazardous materials and equipment, and only in a manner consistent with such regulation.

7. **CONDITION OF PREMISES:**

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

8. **SAFETY:**

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

9. **ALTERATIONS:**

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

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE.

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

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal") to purchase the improvements and the LESSEE

shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or

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

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

and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

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

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and

damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

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

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

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

(c) shall contain a Severability of Interest or cross liability clause, which is

to say, such policy shall act as though a separate policy were written for each insured and additional named insured in the policy; and

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

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

21. TAXES AND ASSESSMENTS:

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

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

23. AERONAUTICAL RESTRICTIONS:

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

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

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

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

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly

owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

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

24. **SUBLETTING:**

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

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in

effect by LESSOR for new noncommercial hangar ground leases.

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

25. RIGHT OF INGRESS AND EGRESS:

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

26. BANKRUPTCY:

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall

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

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this

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

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

29. **NEGATION OF PARTNERSHIP:**

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

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **Leighton Paul**
Linda Paul
1215 S Kihei Rd., Ste. 0-510
Kihei, HI 96753

(661) 805-0076

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

CITY OF TEHACHAPI

By: _____
PHIL SMITH
Mayor of the City of Tehachapi, California

LESSEE:

By: _____
Leighton Paul

By: _____
Linda Paul



EXHIBIT - A

HANGAR 21E

HANGAR 21E
1,080 sq. ft.

Google earth

© 2014 Google

BAYARD ST

E 1st St

N Hayes St



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

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

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: JULY 15, 2014

SUBJECT: ARCHITECTURAL SERVICES CONTRACT FOR PROJECT DESIGN OF CITY HALL ANNEX

BACKGROUND

Following the relocation of the City Police Department to the building located at 220 C Street, City staff began the process of repurposing the vacated City building located in the northwest corner of Robinson Street and F Street. In November 2013, the City Council approved a contract to generate options for revising the layout of that building. This process complete, City Staff is prepared to move to the design stage of this effort.

PROPOSED PROJECT

The pre-design effort generated several layers of construction to improve City Hall in general. Two primary phases of work were developed. The first is a remodel of the old police building to facilitate the relocation of the Building, Planning, and Engineering Departments. The second phase, if pursued, would link this renovated building with the existing City Hall. Following our annual budgeting process, a reduction of the funds set aside for this project was made. As such, City Staff has identified a truncated version of Phase I sufficient to facilitate relocating the above-noted Departments.

BUDGET

City Staff has contacted Omni Design Group to provide the services in question. Attached is the scope of services and fee proposal provided by the consultant. The proposed fee totals \$21,900.00. Staff has reviewed the proposal and recommends approval.

RECOMMENDATION

AUTHORIZE CITY STAFF TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OMNI DESIGN GROUP FOR THE TEHACHAPI CITY HALL ANNEX PROJECT DESIGN. AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM \$5000.00

July 14, 2014

John (Jay) H. Schlosser, P.E.
City Engineer
City of Tehachapi
115 S. Robinson St. Tehachapi, CA 93561
Office: 661-822-2200 x 115



PROPOSAL FOR ARCHITECTURAL SERVICES

PROJECT

Tehachapi City Hall Tenant Improvements and Renovation

PROJECT LOCATION

115 S. Robinson Street and 129 East F Street, Tehachapi, CA 93561

Dear Mr. Schlosser:

As per your request, we have prepared this proposal for Architectural services based on our meeting at Tehachapi City Hall on April 2, 2014, and subsequent conversations.

This proposal has been revised on July 14, 2014 to reflect the requested scope change.

PROJECT DESCRIPTION

The project consists of work to be performed in City of Tehachapi building. The building at the Robinson Street address is the Current City Hall, as is not part of the scope of work at this time. The building at the East F Street address is the current Police Station and is the location of the work described in this.

The Police Department will be vacating the structure and the Planning, public works, engineering, development and assistant City manager offices are to be relocated in the structure after they depart.

A schematic design has been prepared by RRM Design Group which shall be used as the basis for the proposal and the work to be performed.

PROJECT APPROACH AND SCOPE OF WORK

It is our understanding that the Police Station building shall receive a sufficient amount of demolition for the Design Team to perform a visual survey of the existing structure and MEP systems. From the survey as-built drawings will be created that accurately describe the features that to remain or be modified after final demolition work is completed. At the same time, the existing City Hall will also be as-built, but to a more limited scope reflecting the nature of the work in that building.

When the as-builts are complete, the design team will prepare 30% design drawings (or Schematic Design Phase documents) for review and comment by the City. These drawings will be primarily floor plans and a site plan that verify, and perhaps improve on the design provided by RRM. They shall also be used to redefine the scope of work based upon the available construction budget.

Preliminary engineering and Architectural work will culminate in a 65% (or complete Design Development Phase) documents. At the completion of this phase, all major Architectural

Omni Design Group, Incorporated, Established 1982
711 Tank Farm Road, Suite 100, San Luis Obispo, California 93401 (805) 544-9700
Architecture | Civil Engineering | Surveying | Telecommunications

decisions and details shall be thought out and completed in the documents. Although Mechanical and Electrical Engineering is not part of the agreement, coordinating the City's consultants is included. Preliminary coordination is included in this phase. The drawing set at this time includes the following documents:

- Demolition Plans
- Architectural Floor Plans
- Interior Elevations
- Reflected Ceiling Plans
- Sections

Backgrounds for the Mechanical and Electrical plans

With the approval of the 65% documents, the Design team shall complete the 95% (or Construction Document) Phase. These documents shall be used for obtaining the necessary approvals from the Authorities having Jurisdiction on the project. The written specifications are not be included in this proposal.

After approval from the AHJ, 100% documents shall be issued for the project. These documents may be used for negotiating and obtaining competitive bids for the construction of the project.

It is our understanding from the RFP that the "City Staff will lead the bid and construction phases of the project. Omni Design Group (sic) should be prepared to provide assistance during both phases as specifically requested by the City. This work will be on a delegated basis, meaning City Staff will direct Bid Clarifications, Addendums, RFIs, Shop Submittals, and Record Drawing work to the Architect on an item-by-item basis." (From RFP)

It is proposed the Thomas Reay, will be the principle point of contact for the duration of the project.

SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are not included as part of this agreement but can be provided by Omni Design Group on a time and materials basis or by separate contract.

- Electrical and Mechanical Engineering
- Book Specifications
- Statements of Probable Cost
- Hazardous Material or Other Environmental Studies and Reports.
- Geology Investigation and Report; Preliminary and Final Geotechnical - Soils Reports.
- Topographic Surveys
- Automatic Fire Sprinkler System design and drawings (Performance Specifications are included)
- Security Systems design and drawings (By City)
- Landscape / irrigation design and drawings

FEE PROPOSAL

Based upon our experience with similar projects, Omni Design Group, Inc. proposes to do the stipulated sum broken down by phase as follows:

Architectural Fees

As-Built Documentation (Pre-Design):	\$4,000
30% Design Submittal (Schematic Design Phase)	\$3,500
65% Design Submittal (Design Development Phase)	\$4,500
95% Design Submittal (Construction Document Phase)	\$5,500
100% Design Submittal (Approved CDs)	\$1,200
Coordination of City's Consultants	\$1,200
Bidding and Negotiation*	\$0
Construction Contract Administration*	<u>\$0</u>
Structural Engineering – SSG (Estimate only)	<u>\$2,500</u>
Total	\$21,900

*Budget for providing services during these phases.

The fee will be invoiced on a percentage of completion basis as per the attached fee schedule.

ACCEPTANCE

We are very interested in completing design services for your project. If the terms and conditions of this proposal are acceptable to you, please sign and initial the attached Agreement for Services and return to our office as authorization to proceed. Omni Design Group, Inc. can begin work immediately upon receipt of your authorization to proceed.

Please contact me if there are any questions regarding this proposal or scope of services at (805) 544-9700. Thank you again for the opportunity to offer this proposal.

Sincerely,



Thomas George Reay
Vice President, Director of Architecture
Architect C19442 LEED AP
treay@odgslo.com

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 15th day of July, 2014, by and between the CITY OF TEHACHAPI ("City") and Omni Design Group, Inc. (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to develop 129 E. F Street into Tehachapi City Hall.

(the "Project"); and

WHEREAS, City wishes to utilize the services of Consultant in the Project (the "Services") under the terms and conditions described hereinafter and Consultant is agreeable thereto.

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 contracts with Consultant to perform the Services described in Exhibit "A" attached hereto and by this reference made a part hereof. City shall pay Consultant a fee of \$21,900 (the "Fee") which shall be the total compensation to Consultant for the Services.
3. City shall pay the Fee upon completion of the Services by Consultant to the reasonable satisfaction of City. Consultant shall submit an invoice upon completion of the Services which shall describe the Services that were performed and such other information as may be required by the City Manager or his designated representative. The City Manager or his representative shall have the right of reasonable review of the invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Consultant shall complete the Services within _____ days from the date of this Agreement.

5. Consultant hereby agrees to indemnify, defend and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property including without limitation, City's property, arising out of or in any way connected with Consultant's negligent performance of the Services or by any negligent act, error, or omission by Consultant related to performance of the Services.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement a comprehensive general liability insurance policy in an amount not less than \$1 million per occurrence naming City, its officers, councilmembers, commissioners, and employees as additional insureds and stating that it shall be primary insurance with regard to Consultant's activities and City's insurance or joint powers coverage shall be non-contributory and further providing that City shall receive at least thirty (30) days written notice prior to any cancellation of the policy or reduction in its coverage. Consultant shall provide City with a certificate of insurance showing that same is in full force and effect.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. City may terminate this Agreement at any time by giving Consultant ten (10) days prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City. Notwithstanding the foregoing, City may terminate this Agreement at any time for cause without notice and in that event Consultant shall not be entitled to any payment for unpaid Services.

9. All reports, information, data and exhibits drafted by or utilized by Consultant shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

10. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed or sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - ggarrett@tehachapicityhall.com; or if to Consultant, Omni Design Group, Inc., 711 Tank Farm Road, Ste. 100, San Luis Obispo, CA 93401, Fax – (805) 544-4327, Email –

treay@odgslo.com. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

11. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

15. In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

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

17. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

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

19. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

20. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

21. The remedies for either party described herein shall be cumulative and in addition to any other remedies available to the parties at law or in equity.

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

_____, City Manager,
City of Tehachapi, California

Omni Design Group, Inc.

A handwritten signature in blue ink, appearing to read "David A. Marchell", written over a horizontal line.

Signature

David A. Marchell
President

July 14, 2014

John (Jay) H. Schlosser, P.E.
City Engineer
City of Tehachapi
115 S. Robinson St. Tehachapi, CA 93561
Office: 661-822-2200 x 115



PROPOSAL FOR ARCHITECTURAL SERVICES

PROJECT

Tehachapi City Hall Tenant Improvements and Renovation

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Sincerely,



Thomas George Reay
Vice President, Director of Architecture
Architect C19442 LEED AP
treay@odgslo.com

2014 FEE SCHEDULE



PROFESSIONAL & ADMINISTRATIVE SERVICES	PER HOUR
Principal, Licensed Engineer, Architect, Land Surveyor _____	\$145
Project Manager _____	\$135
QSD & QSP Storm Water Design & Inspection _____	\$145
Designer/Office Surveyor/Permit Processor _____	\$110
Draftsperson _____	\$105
Clerical _____	\$80
Expert Witness /Court Appearances _____	\$265

FIELD/SITE SERVICES	PER HOUR
Field Monitoring Services _____	\$145
1-Person GPS/Robot/Field Survey Crew _____	\$125
2-Person Survey/GPS/Field Survey Crew _____	\$185
3-Person Survey/GPS Field Survey Crew _____	\$215

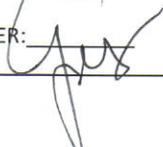
- Minimum field survey time shall be four (4) hours.
- Standard Mileage rate is .56¢ per business mile.

PRINTING CHARGES/UNIT COST EACH

24x36 Bond Plots	\$5.00
30x42 Bond Plots	\$7.50
8.5x11Copies	\$0.25
11x17 Copies	\$0.50
Mylar Plot	\$10.00

All bills are due and payable upon receipt, past due after thirty (30) days from date of invoicing. A finance charge of 1.5% per month (18% annum) will be assessed on all balances that are thirty days past due.



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

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

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: JULY 15, 2014

SUBJECT: AMENDMENT TO ENGINEERING SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC.

BACKGROUND

As the Council is aware, AECOM Technical Services, Inc. (formerly Boyle Engineering Inc.) has been providing engineering consultant services to the City of Tehachapi for many years. This relationship started, most recently, in 2005 with an Engineering Services Agreement between the City of Tehachapi and Boyle Engineering. This Agreement has since been Assigned to AECOM Technical Services Incorporated in July 2010 and Amended in December 2010. This most recent Amendment extended the contract through the end of 2013.

PROPOSED AMENDMENT

The proposed amendment extends our agreement with AECOM through June 2017 and provides the ability to further extend the agreement on a year-to-year basis. At the request of City Staff, the Amendment also revises the language relating to the ownership of engineering data and information making it clearly the City's property once paid for. Lastly, the agreement authorizes an hourly increase for the Design CADD Supervisor category.

RECOMMENDATION

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE AMENDMENT TO ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AECOM TECHNICAL SERVICES, INC.

**AMENDMENT TO
ENGINEERING SERVICES AGREEMENT**

THIS AMENDMENT TO AGREEMENT made this _____ day of _____, 2014, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City") and AECOM TECHNICAL SERVICES, INC., a California Corporation (the "Engineer"),

W I T N E S S E T H :

WHEREAS, City entered into that certain agreement entitled "Engineering Services Agreement" dated March 21, 2005 (and amendments thereto) with BOYLE ENGINEERING CORP (the "Agreement"), which, by merger, became AECOM USA, INC., a New York Corporation (the "Company"), which Company thereafter assigned the Agreement to AECOM TECHNICAL SERVICES, INC., a California Corporation, the "Engineer" herein; and

WHEREAS, the parties wish to amend the Agreement as hereinafter provided.

NOW, THEREFORE, the parties hereby amend the Agreement as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. The capitalized terms used herein shall have the same meaning as in the Agreement unless otherwise specifically described herein.
3. The parties hereby amend Paragraph 2 of the Agreement to replace the first two sentences of same with the following: "The term of this Agreement (the "Term") shall be for three (3) years commencing January 1, 2014, and continuing thereafter until June 30, 2017. City shall have the right to extend the Term from year to year under the same terms and conditions as described herein upon giving written notice of each extension to Engineer prior to expiration of the Term."
4. The parties hereby replace Paragraph 9 of the Agreement with the following: "Information, data, plans and specifications, engineer's estimates, and all other project documents drafted or created by Engineer or on behalf of Engineer for City shall belong to City and Engineer hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Engineer for City or on behalf of Engineer for City shall be retained and maintained for City by Engineer in its offices at no additional cost to City. Engineer shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Engineer shall not be liable for use of any such files or documents for purposes other than their original intended purpose.
5. The parties hereby replace Exhibit "A" to the Agreement with Exhibit "A" attached hereto and by this reference made a part hereof.
6. Except as amended herein, the Agreement and each of its terms and conditions shall remain in full force and effect. In the event of any inconsistency or ambiguity

between this Amendment and the Agreement, the terms of this Amendment shall prevail.

7. This Amendment may be executed in counterparts.

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

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

AECOM TECHNICAL SERVICES,
INC., a California Corporation,
"**Engineer**"

By: _____
BEN P. HORN, Managing Engineer

EXHIBIT "A"

**AECOM TECHNICAL SERVICES INCORPORATED
(BAKERSFIELD OFFICE)**

**CITY OF TEHACHAPI
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2014**

Engineering:	
Principal Engineer	\$185.00 per hour
Senior Engineer II	\$147.00 per hour
Senior Engineer I	\$137.00 per hour
Associate Engineer	\$117.00 per hour
Assistant Engineer	\$100.00 per hour
Technical Support Staff:	
Design CADD Supervisor	\$125.00 per hour
Design CADD Operator	\$100.00 per hour
Assistant CADD Operator	\$70.00 per hour
Clerical	\$64.00 per hour
Construction Observer*	\$125.00 per hour
*Increase is and will be based on changes to the governing prevailing wage	
Direct Project Expenses	
Reproduction	Actual Cost + 10%
Travel – Automobile/Truck	Current IRS Reimbursement Rate
Travel – Other than Automobile	Actual Cost + 10%
Subcontracted or Subconsultant Services	Actual Cost + 10%
Other Supplies/Services	Actual Cost + 10%

AECOM reserves the right to increase select engineering rates for non-civil disciplines as needed and approved by the City.

It is understood and agreed that the aforementioned rates and charges include all normal equipment and materials used in connection with the production of the required engineering services.

Rates subject to general revisions January 1, 2015.