

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, August 4, 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 CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, AUGUST 4, 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. 55-14
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 regular meeting on July 21, 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**

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for July 29, 2014 through July 30, 2014 – **AUTHORIZE PAYMENTS**
- *6. City of Tehachapi Treasurer's Report through June, 2014 – **RECEIVE REPORT**
- *7. Title VI Program Resolution for Dial-a-Ride services – **ADOPT A RESOLUTION AUTHORIZING THE IMPLEMENTATION OF THE TITLE VI PROGRAM PLAN IN ORDER TO MEET FEDERAL REQUIREMENTS**

CITY ENGINEER REPORTS

8. Program Supplement Agreement No. 019-N for the HSIP East Tehachapi Traffic Improvements Projects and associated resolution – **ADOPT RESOLUTION AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 019-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. HSIPL-5184(023)**

CITY MANAGER REPORTS

9. Agreement with Tehachapi Economic Development Council – **APPROVE AND AUTHORIZE THE MAYOR TO SIGN A LEASE AGREEMENT WITH THE GREATER TEHACHAPI ECONOMIC DEVELOPMENT COUNCIL**
10. Measure creating a dedicated local funding stream for road maintenance projects, beautification projects, recreation enhancements, senior services, and more, in the form of a voter approved ½ cent Sales Tax increase to expire after ten years – **ADOPT A RESOLUTION ORDERING THAT A QUESTION APPROVING AN ORDINANCE ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION BE SUBMITTED TO THE VOTERS AT THE REGULAR MUNICIPAL ELECTION ON NOVEMBER 4, 2014 AND ADOPT A RESOLUTION PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
MONDAY, AUGUST 4, 2014, 2014 - 6:00 P.M. - PG. 3**

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))

CLOSED SESSION

1. Conference with legal counsel regarding claim filed by Ruben Hernandez per Government Code Section 54956.9(d)(2).
2. Conference with legal counsel regarding Peter Graff and Rick Disney v. City of Tehachapi per Government Code Section 54956.9(d)(1).

ADJOURNMENT

MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, July 21, 2014 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Corpus-Zamudio</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Councilmember Nixon</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Mayor Pro-Tem Wiggins</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <p>1. General public comments regarding matters not listed as an agenda item were received from:</p> <p style="padding-left: 20px;">a. Adrian Mossener, resident of Golden Hills, spoke regarding a statement he made about the Tehachapi Wastewater Treatment Plant.</p> <p><u>CITY CLERK REPORTS</u></p>	<p>Approved Consent Agenda Gr/Ni Ayes All</p>
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ACTION TAKEN

<p>*2. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.</p>	<p>All Ord. Read By Title Only Gr/Ni Ayes All</p>
<p>*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 - APPROVED AND FILED.</p>	<p>Approved & Filed Gr/Ni Ayes All</p>
<p>*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 – ADOPTED RESOLUTION NUMBER 54-14 AUTHORIZING DISPOSITION OF PERSONAL PROPERTY</p>	<p>Adopted Res. No. 54-14 Authorizing Disposition Of Personal Property Gr/Ni Ayes All</p>
<p>*5. Special Event Application for the Chamber’s 51st Tehachapi Mountain Festival and Car Show from August 15, 2014 through August 17, 2014 – CITY MANAGER GREG GARRETT GAVE REPORT; IDA PERKINS, CHAMBER OF COMMERCE GAVE REPORT; MEMBERS OF THE MOOSE LODGE ANNOUNCED THE SALE OF “GOOD TIME BADGES”; APPROVED THE 51ST TEHACHAPI MOUNTAIN FESTIVAL AND CAR SHOW SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES</p>	<p>Approved The 51th Tehachapi Mountain Festival & Car Show Special Event Application & Associated Street Closures Wi/Co Ayes All</p>
<p>*6. Special Event Application for the Heritage Leagues Step Back in Time to Old Tehachapi on July 26, 2014– APPROVED THE STEP BACK IN TIME TO OLD TEHACHAPI SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES</p>	<p>Approved The Step Back In Time To Old Tehachapi Special Event Application & Associated Street Closures Gr/Ni Ayes All</p>
<p><u>FINANCE DIRECTOR REPORTS</u></p>	
<p>*7. Disbursements, bills and claims for July 3, 2014 through July 15, 2014 – AUTHORIZED PAYMENTS</p>	<p>Authorized Payments Gr/Ni Ayes All</p>
<p><u>AIRPORT MANAGER REPORTS</u></p>	
<p>8. Non-commercial hanger ground lease – AIRPORT MANAGER TOM GLASGOW GAVE REPORT; APPROVED 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</p>	<p>Approved The Non-Commercial Hanger Ground Lease Agreement For Hanger 21e Between C.O.T. & Leighton & Linda Paul And Authorize The Mayor To Sign Ni/Gr Ayes All</p>
<p><u>CITY ENGINEER REPORTS</u></p>	
<p>9. Architectural services contract for project design of City Hall annex – CITY ENGINEER JAY SCHLOSSER GAVE REPORT; AUTHORIZED CITY STAFF TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH OMNI DESIGN GROUP FOR THE TEHACHAPI CITY HALL ANNEX PROJECT DESIGN IN THE AMOUNT OF \$21,900.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF \$5,000.00</p>	<p>Authorized City Staff To Enter Into A Professional Services Agreement With Omni Design Group For The Tehachapi City Hall Annex Project Design In The Amount Of \$21,900.00 & Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of \$5,000.00 Ni/Wi Ayes All</p>

ACTION TAKEN

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– **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THAT AMENDMENT TO ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND AECOM TECHNICAL SERVICES, INC**

Approved & Authorized The Mayor To Sign That Amendment To Engineering Services Agreement Between C.O.T. & AECOM Technical Services, Inc
Gr/Ni Ayes All

CITY MANAGER REPORTS

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

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COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Mayor Smith asked about the large tank being installed at the entrance to Sand Canyon

ADJOURNMENT

The City Council/Boards adjourned at 6:31 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, August 4, 2014, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 4th day
Of August, 2014.

PHILIP SMITH
Mayor, City of Tehachapi



APPROVED
DEPARTMENT HEAD: <u>Aw</u>
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: AUGUST 4, 2014 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 30, 2014

SUBJECT: DISPOSITION OF PROPERTY

BACKGROUND

The City is in possession of a number of vehicles/equipment which are either inoperable or no longer serve a purpose for City business. Prior to donating 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 4th day of August, 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 August 4, 2014.

DENISE JONES
City Clerk of the City of Tehachapi, California

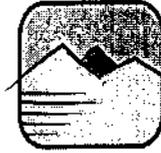
<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Department</u>
1980	Rolls Royce	Air Compressor	Public Works
1986	Chevrolet	Custom Deluxe	Public Works
1996	Ford	250	Wastewater
1984	Ford	F-700 Dump Truck	Public Works
1975	Chevrolet	C-60 Dump	Public Works
1986	International	S1600	Public Works
1988	Kabota	105	Airport
1986	Ford	350	Public Works
1967	Ford	F-350	Public Works
1996	Ford	350 4x4	Public Works

Exhibit A

Accounts Payable

Checks by Date - Detail By Vendor Number

User: annamarie
 Printed: 7/30/2014 - 1:51 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	49681632	PW\Industrial Acetylene	136.03
		Check Total:	136.03
		Vendor Total:	136.03
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B177548	Swr\Influent & Effluent samples	325.00
		Check Total:	325.00
		Vendor Total:	325.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0070798	Challenger Dr Ext\Engineering Svcs	4,303.00
		Check Total:	4,303.00
		Vendor Total:	4,303.00
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	4659	Parking Activity for 06/14	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0223	Kern County Auditors Office		
Check No:	0	Check Date:	
	06302014	Parking Citation Revenue for 06/14	22.00
		Check Total:	22.00
		Vendor Total:	22.00
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1389878	GG\Legal Svcs to 6/30/2014	1,332.00
	1389879	PD\Graff & Disney Lit-Legal Svcs to 6/30/2014	180.00
	1389880	GG\Negotiations 2014-Legal Svcs to 6/30/2014	554.50
	182113	GG\Legal Svcs to 5/31/2014	150.50
	182115	GG\Negotiations 2014-Legal Svcs to 5/31/2014	625.60
		Check Total:	2,842.60
		Vendor Total:	2,842.60

Vendor	Invoice No	Line Description	Check Amount
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	33	GG\Legal Svcs-Pitchess Motions	879.56
		Check Total:	879.56
		Vendor Total:	879.56
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140147271	PW\linen maintenance	104.52
		Check Total:	104.52
		Vendor Total:	104.52
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2351023	HotDog Fest\Acct#966664800\3 yd delivery	50.00
		Check Total:	50.00
		Vendor Total:	50.00
0310	Willdan Financial Services		
Check No:	0	Check Date:	
	010-24923-1	LMD Annexation svcs for June 2014	827.00
	010-24923-2	LMD Annexation svcs for June 2014	5,533.00
		Check Total:	6,360.00
		Vendor Total:	6,360.00
0429	Tehachapi Valley Healthcare		
Check No:	0	Check Date:	
	314615	PD\tests-CGonzalez	60.05
		Check Total:	60.05
		Vendor Total:	60.05
0446	Tehachapi Unified School Dist.		
Check No:	0	Check Date:	
	140475	Council & Planning Mtgs-Wells Ed Ctr Mar-Jun	479.92
		Check Total:	479.92
		Vendor Total:	479.92
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	133190-0	Eng\24x36 copies	7.74
		Check Total:	7.74
		Vendor Total:	7.74
0560	Kern Machinery		
Check No:	0	Check Date:	
	101-173801	Air\John Deere A/C compressor belt loose	365.18
		Check Total:	365.18
		Vendor Total:	365.18

Vendor	Invoice No	Line Description	Check Amount
0585	Terry J. Warsaw M.D.		
Check No:	0	Check Date:	
	314615	PD\tests-CGonzalez	1,249.30
		Check Total:	1,249.30
		Vendor Total:	1,249.30
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	76242	Challenger Dr. Ext\Prof Svcs 5/18-6/14/14	4,294.68
		Check Total:	4,294.68
		Vendor Total:	4,294.68
1658	Springbrook Software Inc.		
Check No:	0	Check Date:	
	INV28474-1	Wtr\Monthly Web Payments - May 2014	100.00
	INV28474-2	Swr\Monthly Web Payments - May 2014	100.00
	INV28474-3	GG\Monthly Web Payments - May 2014	29.45
		Check Total:	229.45
		Vendor Total:	229.45
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	411639	Air\pest control-314 N Hayes & 100 Comm Way	185.00
	411990	Air\pest control-313 N Mojave St	169.00
		Check Total:	354.00
		Vendor Total:	354.00
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	805544	PD\Parking light bulb for Expedition	5.31
	815560	Air\adaptors for fork lift battery	8.58
	815590	Air\Credit-core deposit fork lift battery	-48.38
	815612	GG\spark plugs fuel & air filters	86.84
		Check Total:	52.35
		Vendor Total:	52.35
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	0214981	GG\cups	124.70
		Check Total:	124.70
		Vendor Total:	124.70
2874	Department of Justice Accounting Offi		
Check No:	0	Check Date:	
	043653	PD\Fingerprint apps	32.00
	045274	PD\Fingerprint apps FBI child abuse index peact	125.00
		Check Total:	157.00
		Vendor Total:	157.00
2963	AT&T		

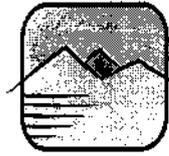
Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	5545699	Swrlift station	16.66
	5546929	PD\Telephone	2,241.39
	5546930	PD\Telephone	5.14
	5556105	PD\T1 Line	305.79
	5569599	PD\Subscriber Access Line	178.97
		Check Total:	2,747.95
		Vendor Total:	2,747.95
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	178973	AD 89-2\Legal Svcs through 6-30-14	5,017.52
	178974	AD 89-3\Legal Svcs through 6-30-14	444.88
		Check Total:	5,462.40
		Vendor Total:	5,462.40
2994	Richards Watson & Gershon		
Check No:	0	Check Date:	
	196184	GG\Legal Svcs through 4/30/14	275.00
		Check Total:	275.00
		Vendor Total:	275.00
3005	Hdl Coren & Cone		
Check No:	0	Check Date:	
	0020526-IN	GG\CAFR 2013-14 Statistical Reports Pkg	595.00
		Check Total:	595.00
		Vendor Total:	595.00
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37459995-A	CD\Bldg Plan Ck - Yoo Home & Carport	454.55
	37459995-B	Bldg Permit\Plan Ck - Sweetleaf Lane Solar	300.00
	37460005	Event Ctr\Botanical Survey	2,137.26
		Check Total:	2,891.81
		Vendor Total:	2,891.81
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	2304	Strts\custom signs	339.70
	2327	Strts\blue survey marking paint	51.99
		Check Total:	391.69
		Vendor Total:	391.69
3370	Information Technology Services		
Check No:	0	Check Date:	
	4867	PD\CJIS Access-License Fee Apr-Jun 2014	210.00
		Check Total:	210.00
		Vendor Total:	210.00
3561	Lisa Wise Consulting Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	1870	CD\Zoning Code Update - Phases 3 & 4	20,309.25
		Check Total:	20,309.25
		Vendor Total:	20,309.25
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2351623	PD\Acct#300421006\220 W C St	135.00
		Check Total:	135.00
		Vendor Total:	135.00
3716	Ruetggers & Schuler Civil Engineers		
Check No:	0	Check Date:	
	07152014	Strts\Consulting Svcs through 6/30/14	10,509.13
		Check Total:	10,509.13
		Vendor Total:	10,509.13
3746	KGET 17		
Check No:	0	Check Date:	
	1756397	GG\LiveUP Web Site News	100.00
	1786138	GG\LiveUP Web Site News	100.00
	1786191	GranFondo spots	400.00
	1786202	GG\Bike Race Commercial Production	1,050.00
	1786213	GranFondo spots	10.00
		Check Total:	1,660.00
		Vendor Total:	1,660.00
3747	The Garage		
Check No:	0	Check Date:	
	1530	PW\Dump Truck A/C switch wire assy & labor	335.70
		Check Total:	335.70
		Vendor Total:	335.70
3748	Hazard Management Services, Inc.		
Check No:	0	Check Date:	
	14B113-IN	CH & PD Remodel\Inspection & Sampling	1,506.00
		Check Total:	1,506.00
		Vendor Total:	1,506.00
		Report Total:	69,526.01

Accounts Payable

Checks by Date - Detail By Vendor Number

User: annamarie
 Printed: 7/29/2014 - 3:35 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0027	Atco International		
Check No:	0	Check Date:	
	IO408605	PW\Pursuit-94	711.65
	IO408605 UT	Use Tax	-49.65
		Check Total:	662.00
		Vendor Total:	662.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B177289	Wtr\samples Curry Resv	15.00
	B177290	Wtr\samples Mojave & Dennison Wells	30.00
	B178547	Wtr\samples Minton Well & Highline Resv	50.00
	B178547-1	Wtr\samples East I West D & Cyn Dr W	36.00
	B178768	Swr\Influent & Effluent samples	325.00
		Check Total:	456.00
		Vendor Total:	456.00
0101	Central San Joaquin Valley RMA		
Check No:	0	Check Date:	
	2013-0642-1	Workers Comp-Gen Gov	2,730.34
	2013-0642-10	Workers Comp - Council	194.07
	2013-0642-11	Workers Comp - City Clerk	207.45
	2013-0642-12	Workers Comp - Treasurer	40.15
	2013-0642-13	Workers Comp - Streets	2,328.82
	2013-0642-14	Workers Comp - Refuse	327.91
	2013-0642-15	Workers Comp - Water Distr.	10,787.50
	2013-0642-16	Workers Comp - WWTP	6,805.76
	2013-0642-17	Workers Comp - Transit	87.00
	2013-0642-18	Workers Comp - Airport	3,238.93
	2013-0642-19	Pooled Liab - Gen Gov	13,749.17
	2013-0642-2	Workers Comp-Finance	347.98
	2013-0642-20	Pooled Liab - Water	6,328.59
	2013-0642-21	Pooled Liab - Sewer	4,740.24
	2013-0642-22	Low Automotive Physical Damage	931.00
	2013-0642-23	Crime Shield Program	772.00
	2013-0642-24	Auto Physical Damage	1,679.34
	2013-0642-25	Auto Physical Damage	2,032.43
	2013-0642-26	Auto Physical Damage	795.34
	2013-0642-27	Auto Physical Damage	264.94
	2013-0642-28	Auto Physical Damage	264.95
	2013-0642-29	Property - Gen Gov	13,248.73
	2013-0642-3	Workers Comp - PW	3,874.67
	2013-0642-30	Property - Water	5,790.07
	2013-0642-31	Property - Sewer	11,545.76
	2013-0642-32	Property - Airport	662.44

Vendor	Invoice No	Line Description	Check Amount
	2013-0642-33	Gen Admin - Gen Gov	5,388.54
	2013-0642-34	Gen Admin - Police	2,027.23
	2013-0642-35	Gen Admin - Water	1,714.34
	2013-0642-36	Gen Admin - Sewer	1,243.92
	2013-0642-37	Gen Admin - Airport	489.97
	2013-0642-38	Employment Practices Liability	22,531.68
	2013-0642-39	Employment Practices Liability	2,165.31
	2013-0642-4	Workers Comp - Landscape	1,492.31
	2013-0642-40	Employment Practices Liability	1,300.27
	2013-0642-41	Employment Practices Liability	867.74
	2013-0642-5	Workers Comp - Construction	2,623.27
	2013-0642-6	Workers Comp - Comm Dev.	1,766.69
	2013-0642-7	Workers Comp - IT	107.07
	2013-0642-8	Workers Comp - Engr	3,352.69
	2013-0642-9	Workers Comp - Police	26,607.39
		Check Total:	167,454.00
		Vendor Total:	167,454.00
0155	FedEx		
Check No:	0	Check Date:	
	570970449974	Strts\shipping chgs-Teh Blvd Rehab	22.01
	602096150117	CD\shipping chgs-Subway-Texaco	22.72
	602096150128	CD\shipping chgs-Yoo SFR	35.48
	602096150139	CD\shipping chgs-Dialysis Ctr	38.38
	602096150140	CD\shipping chgs-Dialysis Electric	35.48
		Check Total:	154.07
		Vendor Total:	154.07
0182	P&J Electric Inc.		
Check No:	0	Check Date:	
	4749	Wtr\service call-Curry booster station trouble sh	250.00
		Check Total:	250.00
		Vendor Total:	250.00
0212	Interstate Sales		
Check No:	0	Check Date:	
	8267	Strts\Paper R32P	397.75
		Check Total:	397.75
		Vendor Total:	397.75
0218	Jims Supply Company Inc.		
Check No:	0	Check Date:	
	119592	Air\1" CR Round-48	141.81
		Check Total:	141.81
		Vendor Total:	141.81
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140149942	PW\linen maintenance	134.82
	140151248	PW\linen maintenance	99.10
	140151249	Swr\dust mops & mats	39.30

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	273.22
		Vendor Total:	273.22
0310	Willdan Financial Services		
Check No:	0	Check Date:	
	010-24579-1	LLD #1 Admin Fees for July - Sept 2014	232.85
	010-24579-2	LLD #1 Admin Fees for July - Sept 2014	74.06
	010-24579-3	LLD #1 Admin Fees for July - Sept 2014	178.03
	010-24579-4	LLD #1 Admin Fees for July - Sept 2014	555.56
	010-24579-5	LLD #1 Admin Fees for July - Sept 2014	421.36
	010-24579-6	LLD #1 Admin Fees for July - Sept 2014	15.97
	010-24579-7	LLD #1 Admin Fees for July - Sept 2014	54.96
	010-24579-8	LLD #1 Admin Fees for July - Sept 2014	33.04
		Check Total:	1,565.83
		Vendor Total:	1,565.83
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0273800	PW\diesel fuel for generators	342.68
		Check Total:	342.68
		Vendor Total:	342.68
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	07282014-1	Air\Legal Services	273.00
	07282014-2	GG\Legal Services-Sales Tax	52.00
	07282014-3	GG\Legal Services-Successor Agency	188.50
	07282014-4	Wtr\Legal Services	13.00
	07282014-5	GG\Legal Services	3,243.50
	07282014-6	PERS M1 Contribution	-181.83
		Check Total:	3,588.17
		Vendor Total:	3,588.17
0445	Tehachapi Senior Center Inc.		
Check No:	0	Check Date:	
	08012014	St. Nutrition Program-Space Rent August 2014	400.00
		Check Total:	400.00
		Vendor Total:	400.00
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	133468-0	Fin\Backrest	37.46
	133482-0	PD\dry erase board shelving & chairmat	509.71
	133507-0	GG\binder folders copy paper	106.27
	133531-0	GG\paper & pens	90.32
	133569-0	PD\tissues & towels	243.53
	133569-01	PD\paperclips envelopes paper	183.57
	133569-1	PD\paper & organizer cubes	63.29
	133591-0	Fin\compact foam rest	16.26
	133591-01	GG\sharpie markers ink cartridges binder	49.87
		Check Total:	1,300.28

Vendor	Invoice No	Line Description	Check Amount
			Vendor Total: 1,300.28
0503	Coastline Equipment		
Check No:	0	Check Date:	
	191749-1	Wtr\cutting ed shoe wiper blades sensor shock	998.45
	191749-2	Swr\cutting ed shoe wiper blades sensor shock	998.45
	192487-1	Wtr\Credit - Shoe	-433.12
	192487-2	Swr\Credit - Shoe	-433.11
	192488-1	Wtr\Wear Plate & Bolts	345.31
	192488-2	Swr\Wear Plate & Bolts	345.31
			Check Total: 1,821.29
			Vendor Total: 1,821.29
0509	Safety-Kleen Systems Inc.		
Check No:	0	Check Date:	
	64010771	PW\parts washer solvent	335.08
			Check Total: 335.08
			Vendor Total: 335.08
0524	Scotts Auto Body Inc.		
Check No:	0	Check Date:	
	07022014	PW\Repair door frame-Petty Bone Truck	300.00
			Check Total: 300.00
			Vendor Total: 300.00
0560	Kern Machinery		
Check No:	0	Check Date:	
	173189	Air\Filter & Shoe	147.91
	174384	Air\JDC - Cap	26.59
			Check Total: 174.50
			Vendor Total: 174.50
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4514	PD\business cards	921.06
	4516	PD\vinyl cut applied to office door	188.13
	4517	PD\business cards	113.09
	4525	GG\envelopes 2-color window	130.08
	4526	GG\Flag Sponsor Adopt a Landscape vinyl lamit	198.07
			Check Total: 1,550.43
			Vendor Total: 1,550.43
1075	Prime Signs		
Check No:	0	Check Date:	
	N-3955	GG\aluminum sign	32.25
			Check Total: 32.25
			Vendor Total: 32.25
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	31598	PD\tailoring pants	61.28

Vendor	Invoice No	Line Description	Check Amount
	31599	Public Benches-Burgeis plaque	234.67
	31600	Public Benches-Alsop plaque	234.67
		Check Total:	530.62
		Vendor Total:	530.62
1313	Certified Laboratories		
Check No:	0	Check Date:	
	1561937-1	PW\Janitorial Supplies	229.28
	1561937-2	Air\Janitorial Supplies	576.34
	1561937-3	GG\Janitorial Supplies	317.75
	1561937-4	Swr\Janitorial Supplies	229.29
		Check Total:	1,352.66
		Vendor Total:	1,352.66
1469	Kern County Auditor-Controller-Coun		
Check No:	0	Check Date:	
	07012014	CD\Recovery of LAFCOs Operating Costs	3,808.00
		Check Total:	3,808.00
		Vendor Total:	3,808.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	C440106	Wtr\ANG BMV FIPXMN LL	617.98
		Check Total:	617.98
		Vendor Total:	617.98
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	817114-1	Wtr\battery for JD loader	112.49
	817114-2	Swr\battery for JD loader	112.49
	817469	GG\wiper blades	76.02
		Check Total:	301.00
		Vendor Total:	301.00
2200	Argo Chemical		
Check No:	0	Check Date:	
	1407317	Wtr\chemicals	1,273.41
		Check Total:	1,273.41
		Vendor Total:	1,273.41
2503	St. Malachy		
Check No:	0	Check Date:	
	07232014	Deposit Refund-Special Event 14-23	200.00
		Check Total:	200.00
		Vendor Total:	200.00
2634	Bakersfield Electric Motor Repair Inc.		
Check No:	0	Check Date:	
	L65297	Wtr\Rewind & Overhaul motor	5,051.10

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	5,051.10
		Vendor Total:	5,051.10
3165	Barc Mobile Shredding		
Check No:	0	Check Date:	
	0042509	GG\Shredding	90.00
		Check Total:	90.00
		Vendor Total:	90.00
3217	Office Depot		
Check No:	0	Check Date:	
	718452421001	PD\toner	898.10
	718452496001	PD\copy paper	82.04
		Check Total:	980.14
		Vendor Total:	980.14
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	Z05005233	PW\Neck Shades & Vests	122.20
		Check Total:	122.20
		Vendor Total:	122.20
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	2342	Strts\Type 1 Barricades	1,072.31
	2347	Strts\Intl 4201 Yellow Low Voc S/B 5G	717.58
		Check Total:	1,789.89
		Vendor Total:	1,789.89
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0814-1	GG\Janitorial Service - City Hall	890.00
	COTC0814-2	PD\Janitorial Service	1,950.00
	COTC0814-3	WWTP\Janitorial Service - Admin & Maint	530.00
	COTC0814-4	Air\Janitorial Service - 100 Comm Way	140.00
	COTC0814-5	Constr\Janitorial Service - 100 Comm Way	140.00
	COTC0814-6	Air\Janitorial Service - Airport Lounge & Restro	280.00
	COTC0814-7	Depot\Janitorial Service	250.00
	COTC0814-8	GG\Janitorial Service - Senior Center	450.00
		Check Total:	4,630.00
		Vendor Total:	4,630.00
		Report Total:	201,946.36

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Check Amount

Check No:	Check Date:	Check Amount
40741	07/17/2014	
0372	Southern California Edison	
070214-1	LLD/ Teh BL/Bailey	78.24
070214-2	STRTS/303 E Ave D	14.22
070214-3	STRTS/326 E D ST	24.40
070514-1	STRTS/HWY 202	31.34
070514-2	STRTS/HWY 202	54.88
070814-1	LLD/ 1347 Clasico Drive	32.94
070814-2	LLD/ 1115 Alder Ave	28.50
070814-3	LLD/ 1415 Alder Ave	28.50
070814-4	STRTS/ Curry St/Walnut	18.11
070814-5	WTR/ Curry	13,029.13
070814-6	Strts/ Curry/Opinionst	17.55
070814-7	WTR/ Pinion	3,474.96
070814-8	WTR/ 1299 S Curry St	5,318.99
070814-9	LLD/ 1002 Applewood St	42.20
070914-1	LLD/ 311 Sutter St	29.04
070914-10	STRTS/Mill and J St	74.13
070914-11	STRTS/45361 Mulberry	55.88
070914-12	STRTS/Mill and J St	111.30
070914-13	STRTS/F St E/O Mulberry	264.30
070914-14	STRTS/213 W I St	11.21
070914-15	STRTS/ Highline & Curry	16.78
070914-16	STRTS/ Mill St/ S/O E St	11.21
070914-17	STRTS/ 800 S Curry St	31.34
070914-18	STRTS/Dennison/Brett Ave	44.50
070914-19	STRTS/Goodrick Dr E/ O Dennison	204.04
070914-2	LLD/ 501 1/2 Pinion	28.50
070914-20	STRTS/Valley Bl W/O Dennison	408.10
070914-21	SWR/Tehachapi Blvd	152.20
070914-22	STRTS/ Tehachapi/Tucker	50.36
070914-23	LLD/Pinion St E /Orchard/Curry St	323.94
070914-24	STRTS/ 710 W Tehachapi Blvd	160.34
070914-25	STRTS/Tucker/Valley	161.42
070914-26	STRTS/Teh Blvd/ Dennison	12.13
070914-3	LLD/ 115 Manzanita Ln	28.17
070914-4	LLD/ 180 Valley Blvd	28.66
070914-5	WTR / 129 Brentwood Drive	5,021.21
070914-6	STRTS/ 100 W Teh Blvd	168.60
070914-7	STRTS/ 101 W F St	281.20
070914-8	STRTS/ 2295 Oakwood/Val	7,936.63
070914-9	STRTS/ Tucker Rd/ HWY 202	176.68
071014-1	SWR/755 Steuber Well	1,437.55
071014-10	LLD/ Dennison / Pinon St	1,215.75
071014-11	STRTS/ Mulberry / Brentwood	72.89
071014-2	STRTS/ 1300 Goodrick Dr # Z	26.31
071014-3	LLD/ 409 Bailey Ct	202.69
071014-4	LLD/ 1199 Canyon Drive E	27.37

071014-5	LLD/ 1200 S Dennison	26.67
071014-6	LLD/ 1202 S Dennison	28.45
071014-7	LLD/ 1000 Canyon Dr W	27.10
071014-8	LLD/ Mill St/ D St	69.10
071014-9	LLD/ Manzanite /Green	270.07
071114-1	WTR/ WHT Oak ExtnD-E-Curry	2,716.88
071114-2	WTR/ 126 S Snyder Ave	40.56
071114-3	LLD/ 115 Manzanita St	27.43
071114-4	LLD/ E Highline Rd PED	26.50

44,201.15

Check No:	40742	Check Date:	07/17/2014
Vendor:	0395	The Gas Company	
07142014	Air\409 Bryan Ct		23.58
07142014-1	Air\100 Commercial Way		14.79
07142014-2	PD\129 E F St		22.47
07142014-3	GG\200 W Teh Blvd		21.37
07142014-4	PD\220 W C St		41.13

123.34

Check No:	40743	Check Date:	07/17/2014
Vendor:	0399	Sparkletts	
070114	Swr\cooler rental & water		97.80

97.80

Check No:	40744	Check Date:	07/17/2014
Vendor:	0524	Scotts Auto Body Inc.	
16361	PD\Parts Body Labor Paint 2007 Chevy Tahoe		3,020.00

3,020.00

Check No:	40745	Check Date:	07/17/2014
Vendor:	0573	Pyro Spectaculars Inc.	
51645	GG\4th of July Fireworks Balance Due		10,425.00

10,425.00

Check No:	40746	Check Date:	07/17/2014
Vendor:	2491	Southern California Edison Co.	
7500421146	Sump Deficiency		6,865.76

6,865.76

Check No:	40747	Check Date:	07/17/2014
Vendor:	2963	AT&T	
5535169	CommWay/DSL Fax		47.16
5536840	SWR/Telemetry Syst.		16.66
55456878	1002 Applewood Auto Dialer @ Sump		16.66
5545697	CH/ Line 1		444.13
5545698	WWTP Office		100.89
5545700	CH Fax		59.86
5545701	ARPTAWOS		16.35
5545702	PW DSL Fax		31.52
5545703	ARPT Fuel System		16.66
5545706	WWTP Scada		96.65
5546563	Depot		47.86

894.40

Check No:	40748	Check Date:	07/17/2014
Vendor:	3597	Susan Burt Photography	

			Check Amount
14041	GranFondo photo shoot		100.00
			<u>100.00</u>
Check No:	40749	Check Date: 07/17/2014	
Vendor:	3694	Flatiron Electric Group Inc.	
G12004-2-CC	PD\Retention Release		6,034.65
			<u>6,034.65</u>
Check No:	40750	Check Date: 07/17/2014	
Vendor:	3743	Courtney Sacket Photography	
0228	GG\Teh Museum Ostrich Farm & Tomo photo sl		225.00
			<u>225.00</u>
			<u>225.00</u>
		Date Totals:	71,987.10
			<u>71,987.10</u>
		Report Total:	71,987.10
			<u>71,987.10</u>

Accounts Payable

Checks by Date - Detail By Check Date

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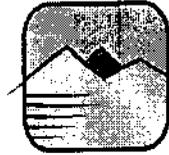


			Check Amount
Check No:	40751	Check Date: 07/17/2014	
Vendor:	1503	Southern California Edison Co.	
177784		New street light on ex pole	442.08
			<hr/> 442.08
Check No:	40752	Check Date: 07/17/2014	
Vendor:	1851	AT&T	
07012014		GG\White Page acct	13.40
			<hr/> 13.40
Check No:	40753	Check Date: 07/17/2014	
Vendor:	3274	Bright House Networks	
07022014		GG\Internet services July-Aug 2014	148.28
			<hr/> 148.28
Date Totals:			<hr/> 603.76
Report Total:			<hr/> <hr/> 603.76

Accounts Payable

Checks by Date - Detail By Check Date

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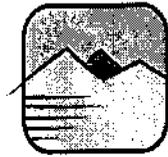
CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	40852	Check Date: 07/23/2014	
Vendor:	2973	Department of Motor Vehicles	
3306398		VC Books 18@10.00 / Shipping and Handling	191.06
			<hr/> 191.06
Check No:	40853	Check Date: 07/23/2014	
Vendor:	0372	Southern California Edison	
07162014		NW Cor Anita/Dennison	7,199.42
07182014		800 S Curry St A	49.18
			<hr/> 7,248.60
Check No:	40854	Check Date: 07/23/2014	
Vendor:	0433	Tehachapi Recycling	
7032014		Period 11 Recycling	14,190.50
			<hr/> 14,190.50
Check No:	40855	Check Date: 07/23/2014	
Vendor:	0434	Tehachapi Sanitation	
7012014		Period 11 Gate Fees	14,291.64
7022014		Period 11 Refuse	66,910.74
			<hr/> 81,202.38
Date Totals:			<hr/> 102,832.54
Report Total:			<hr/> <hr/> 102,832.54

Accounts Payable

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CITY OF
TEHACHAPI
 CALIFORNIA

Check Amount

Check No:	40856	Check Date:	07/23/2014		
Vendor:	2695	Home Depot Credit Services			
00112275		Sakrete concrete			16.25
0040083		tread tape/acetone/tread strips			61.63
1110018		flat brush			6.36
1121492		garden spade			26.84
1595117		flat paint/ tray/flat brush			59.93
2011988		spray paint			5.67
2013141		homer bucket			5.13
2013220		tow chain			36.85
2021267		key schlage			8.04
2134127		flexible vinyl tree ties 10 pk			19.67
2571080		padlock 3/4 garden valv			20.76
2595028		redwood gal/ paint pail			50.17
3010949		2x1 ft pipe 7.5 @5.78			46.60
3010951		new PD cordmate/ connector/ wall plate, cut in b			37.43
3013080- 2		Standard Wrap			32.11
3013080-1		12 gal heavy duty flip top tote			20.36
3020925		Empire Orange Stake Flags 100 pk			8.58
3021064		16 oz purple primer			11.47
3022604		PLC 40 W Ecov hal 2pk/ CE Plug/ Outlet Receti			22.83
3022692		Adptr/ ABS Plug/ 2in x 2ft ABS pipe			14.47
311035		Return plastic fit x2			-10.51
3130895		paint 1000lb wooden furniture dolly			42.08
3145434		chlorine tabs			21.48
3564810		valve cover shallow std valve box blk/ 2@ 16.94			36.42
3570952		brass adapter			5.59
3590388		natural light 2 pk			10.47
3594032		Plastic Fit			10.51
4012872		Paint Thinner/ 7/8in Thread/ Sprayer Tip			99.92
4012902		1lb screw/ slotted angle zinc			25.99
4012955		60lb sakrete concrete mix/ 2 gal elbow/pvc solve			31.38
4020942		spring link/ lag thread. coil chain zinc 3/8in			24.08
5012769		threaded rod zinc/ screw extractor/ fractional tap			57.20
5013982		husky cord/ cable tie			28.38
5100667		bypass looper			59.99
5110439		bypass loopergorilla grip 3 pk			26.10
5570766		slide repair coupling pvc			4.26
6011661		lumber			86.65
6013797		painter's tool			6.42
6013842		painter's toolHope's perfect sink/ Simple Green t			30.42
6022190		sharpie			6.26
6567578		93 Key Master			6.03
6594710		CA Lbr fee x3/ 5/8 oso sqx2/ corner brace			53.19
7011396		6 cu ft poly tray/ dual whl			91.34
7011398		plug inch entrance alrt/ 60lb concrete 4@2.52			64.55
7011406		wrench set/ ratcheting adjust wrench/ jaw plier/ t			78.32
7011448		60 lb sakrete concrete mix			10.84

7011481	Reese class 5 lock/ mason line twisted/ triball ba	84.93
7011503	4in drain pipe cap	7.74
7011505	valve cover shallow std valve box blk	18.21
7013760	angle gauge	15.77
7013778	allergen plus 2pk	21.47
7022026	brass swivel eye snap	3.45
7022032	Metal Halide Bulb	38.35
7023801	4 pk liquid super glue	2.12
7044622	Clear sign lamp bulb/ 120w lv digital transforme	100.33
8011368	magnetic torpedo level/ pgm braille 4@9.98	82.94
8013625	comm nails	7.46
8013637	sunburst yellow/ painters touch/ mini roller kit	28.05
8021818	pistol nozzle/ painters touch gloss sun yellow	56.79
8021900	paintcare fec/ paint tray/ mini frame/ mini roller/	69.02
8594497	21pc bo set/ snch 10 12x1/ braille/ screws	71.34
9011204	1/4 in cut washer 25 pk/ 2x3in vinyl downspout c	24.73
9012320	sakrete 50lb fence post mix	25.26
9012334	sakrete 50lb fence post mix	12.63
9023400	frame/ mini roller/ bcket grid	23.02
9100705	brass hex brushing/ brass pipe nipple/ ptfе tape/ 1	9.31
9565197	all purp joint cmpd	4.78
9565243	magnetic torpedo level/braille 4@9.98	77.25

2,203.46

Date Totals:

2,203.46

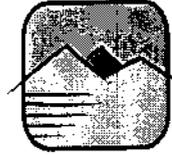
Report Total:

2,203.46

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
Printed: 7/29/2014 - 3:44 PM



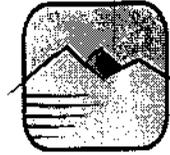
CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	40857	Check Date: 07/23/2014	
Vendor:	3745	Jose Espericueta, Jr.	
072314		Claim file no. FR95703/ Claim no. 15433	2,500.00
			<hr/> 2,500.00
Check No:	40858	Check Date: 07/23/2014	
Vendor:	3744	J & E Restaurant Supplies, Inc.	
48530-1		50% cost of replacement ice machine for PW and	1,518.41
48530-2		25% cost of replacement ice machine for PW and	759.21
48530-3		25% cost of replacement ice machine for PW and	759.20
			<hr/> 3,036.82
Date Totals:			<hr/> 5,536.82
Report Total:			<hr/> <hr/> 5,536.82

Accounts Payable

Checks by Date - Detail By Check Date

User: annamarie
 Printed: 7/29/2014 - 3:41 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	40859	Check Date: 07/24/2014	
Vendor:	1739	Chevron & Texaco Business Card Services	476.83
41715740 1		General Management/fleet vehicle fuel	7,836.95
41715740 2		PD/fleet vehicle fuel	8,313.78
			8,313.78
Check No:	40860	Check Date: 07/24/2014	
Vendor:	1851	AT&T	
062214		PD/Phone Services	1,040.42
			1,040.42
Check No:	40861	Check Date: 07/24/2014	
Vendor:	3011	Verizon Wireless	
9727839543		PD/mobile broadband	576.68
			576.68
Date Totals:			9,930.88
Report Total:			9,930.88

CITY OF TEHACHAPI
TREASURER'S REPORT
FY 2013-14

MONTH END BANK STATEMENT BALANCE

			1/31/2014	2/28/2014	3/31/2014	4/30/2014	5/31/2014	6/30/2014
BANK ACCOUNTS								
General Checking	Bank of the Sierra	21002-06457	537,954.17	256,058.01	1,040,774.41	936,260.25	810,882.45	458,059.43
Water Deposit Trust	Bank of the Sierra	21002-08503	108,871.00	115,083.47	107,421.00	111,061.00	114,071.00	110,516.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,623.53	87,625.70	87,627.72	87,629.88	87,632.18	87,633.41
AD 89-3	Bank of the Sierra	21002-81054	828.82	828.82	828.82	828.82	828.82	828.82
RDA Checking	Bank of the Sierra	21002-18650	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41	22,079.41
Payroll	Bank of the West	709-031215	46,614.71	47,320.42	47,145.57	46,294.05	46,131.35	45,837.23
AFLAC Flex Spending	Bank of the West	709-039747	15,818.29	14,243.86	13,553.50	15,341.63	15,757.05	16,594.95
Airport Key Deposit/Cr Card Purch	Bank of the West	709-029821	75,904.18	110,410.13	34,552.47	76,555.98	36,288.86	37,842.33
Ashdown Water Escrow	Bank of the West	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	0.00	0.00	53,490.63	0.00	0.00
CFD 90-1	Union Bank	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00
RDA 2007	Bank of New York	870951/52/53/54	226,042.90	226,042.90	226,042.90	436,469.15	226,042.90	226,042.90
RDA 2005	Bank of New York	870711-16	195,720.53	195,720.53	195,720.53	378,843.03	195,720.53	195,720.53
LAIF	State of California	98-15-914	12,858,914.56	12,858,914.56	11,048,914.56	10,755,949.96	11,755,949.96	11,755,949.96
Total Funds in Banks			14,283,806.71	14,041,762.42	12,932,095.50	13,028,238.40	13,418,819.12	13,064,539.58

INVESTMENTS

CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,025,852.00	2,029,266.00	2,023,753.00	2,029,011.00	2,036,288.00	2,035,078.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	185,126.94	185,365.32	185,580.83	186,548.66	186,779.52	186,867.96
Govt. Securities-Fed Farm Cr Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Govt. Securities-Fed Home Ln Bk	Morgan Stanley (2)	117-067378-235	0.00	0.00	0.00	0.00	0.00	0.00
Various Certificates of Deposit	Morgan Stanley (2)	117-067378-235	135,005.10	135,005.10	135,005.10	135,005.10	135,005.10	135,005.10
Federal Hm Ln Bank/Fannie Mae	BNY-Custodian (3)	8870586	0.00	0.00	0.00	0.00	0.00	0.00
* Loaned to Wtr/Swr to pay-off COP2000			570,748.43	570,748.43	570,748.43	570,748.43	570,748.43	431,231.94
Total Investments			2,916,732.47	2,920,384.85	2,915,087.36	2,921,313.19	2,928,821.05	2,788,183.00

TOTAL PORTFOLIO

17,200,539.18	16,962,147.27	15,847,182.86	15,949,551.59	16,347,640.17	15,852,722.58
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APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: August 4, 2014 **AGENDA SECTION:** FINANCE DIRECTOR

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: July 23, 2014

SUBJECT: TITLE VI PROGRAM FOR DIAL-A-RIDE SERVICE

BACKGROUND

The City of Tehachapi (City) contracts with Kern Regional Transit for Dial-A-Ride transportation services for residents. One funding source for the program is the Federal Transit Authority (FTA). The City is a sub-recipient of FTA funding through the primary recipient California Department of transportation (Cal Trans). All recipients and sub-recipients must comply with the U.S. Department of Transportation's Title VI regulations.

Title VI is a Federal statute which prohibits discrimination by recipients of Federal financial assistance on the basis of race, color and national origin. FTA Circular 4702.1B outlines the requirements for FTA recipients to ensure compliance with Title VI. One such requirement is for the sub-recipient to submit a Title VI Program every three years, with a requirement of it being approved by the council, to the direct recipient. As a sub-recipient, the City submits its Title VI Program to the direct recipient, Cal Trans. Attached is the City's Title VI Program and the first such document prepared by the City. It was developed in accordance with Chapters III and IV of the FTA Circular 4702. 1B.

As advised by Cal Trans' staff, the City submitted its Title VI program to Cal Trans on July 8th for an initial review for compliance prior to seeking the council's approval. Cal Trans has responded on July 23, 2014 and based on their comments, corrections were reflected in the attached Title VI program.

RECOMMENDATION

Staff recommends council adopt Title VI program, pending final review and approval by Cal Trans.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF TEHACHAPI AUTHORIZING
THE IMPLEMENTATION OF THE TITLE VI
PROGRAM PLAN IN ORDER TO MEET
FEDERAL REQUIREMENTS**

WHEREAS, the City of Tehachapi desires to comply with Title VI of the Civil Rights Act of 1964 including a new provision detailed in the U. S. Department of Transportation's FTA Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients; and

WHEREAS, the City Council of the City of Tehachapi desires to authorize approval of the Title VI Program developed by the City of Tehachapi in order to comply with the necessary provisions of the Civil Rights Act.

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

1. That the foregoing recitals are true and correct.
2. That the Director of Finance of the City of Tehachapi is hereby authorized to implement the Title VI Program Plan in order to meet federal requirements.
3. That the Director of Finance of the City of Tehachapi is authorized to implement policies that may be necessary to comply with subsequent revisions and

interpretations of the Civil Rights Act of 1964.

PASSED AND ADOPTED on the 4th day of August, 2014 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

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

ATTEST:

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

CITY OF TEHACHAPI

TITLE VI PROGRAM

June 2014



Hannah Chung
Finance Director
115 South Robinson Street
Tehachapi, CA 93561

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I. INTRODUCTION

This document was prepared by the City of Tehachapi and approved by its City Council to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation's FTA Circular 4702.1B, "Title VI Requirement and Guidelines for Federal Transit Administration Recipients."

Demand response transit services began in the City of Tehachapi in January 1994, under an agreement with Kern County. Today the Tehachapi Dial-A-Ride service continues to be provided by Kern County operating as Kern Regional Transit within the Greater Tehachapi area, Golden Hills and other adjacent unincorporated areas.

The Tehachapi Dial-A-Ride is owned and operated by Kern Regional Transit. The Tehachapi City Council is the policy-making body for the Tehachapi Dial-A-Ride service. It adopts the Transit Development Plan, and through the City's annual budgetary process, establishes operational and funding levels for the system. The City Council also sets operational policies and parameters for the service.

The administration, management, and operation of Tehachapi Dial-A-Ride are handled by Kern County and Kern Regional Transit. Kern Regional Transit (Kern Transit) was established in 1981 as a Division of the Kern County Roads Department. Kern Transit employs three personnel, the Transportation Manager is a Roads employee. Buses are owned and maintained by Kern Transit; however, the transit service is contracted to First Transit. Kern Transit renewed its contract with First Transit on April 1, 2014 for 5 years. Kern Transit has a fleet of 68 buses, 35 of which are in service at any given time. Service includes fixed route and demand response which is available to all riders, not just disabled. In addition to transporting riders between Kern's rural communities, Kern Transit's routes provide connections to public transit systems in the surrounding Counties. Boardings are approximately 600,000/year and buses clock revenue miles of approximately 2,000,000/yr. Kern County spans 8,000 square miles. The northern border is Delano, Southern border is Frazier Park, Eastern border is Ridgecrest and Western border is Taft.

Kern Transit provides bus service to the metropolitan Bakersfield area in as much as that ridership needs transport to a community outside metropolitan Bakersfield or to Lancaster (in Los Angeles County) to board the Metro. Kern Transit's majority ridership lives in the communities outside of metropolitan Bakersfield. Kern Transit provides bus service to those communities with a population over 1,000.

II. Title VI Notice to the Public

Your Rights under TITLE VI of the Civil Rights Act of 1964

Any person who believes he or she has been aggrieved by any unlawful discriminatory practice under Title VI may file a written complaint with Kern Regional Transit "KRT" or with the Federal Transit Administration, or the Department of Justice. Federal and State law requires complaints be filed within one-hundred eighty (180) calendar days of the alleged incident and include the signature of the complainant.

The complaint form can be obtained [here](#) or at:

2700 "M" Street, Suite 400
Bakersfield, CA 93301

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights Attention: Title VI Program Coordinator East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590.

i. List of Locations Title VI Notice is Posted

Tehachapi City Hall: 115 S Robinson St., Tehachapi, CA 93561
Kern County Public Works Building Break Rooms: 2700 M. St., Bakersfield, CA 93301
Kern Transit Office: 2700 M. St., Suite 275B, Bakersfield, CA 93301
First Transit Main Office: 5438 Victor St., Bakersfield, CA 93308
Mojave Dispatch: 16922 Airport Drive Building 27, Mojave, CA 93501
Lake Isabella Dispatch: 6616 Lake Isabella Blvd., Lake Isabella, CA 93240
Website: <http://www.liveuptehachapi.com/index.aspx?nid=158>
Website: <http://roads.kerndsa.com/divisions/kern-regional-transit>

Effective August 4, 2014 the Title VI Public Notice will also be included in Kern Transit's new six regional guides and displayed in all buses. There are only 6 stops with "shelter" and the shelter is not suited for posting written materials.

III. Complaint Procedure

This excerpt is posted on Kern Transit and City of Tehachapi's website.

Kern Regional Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin, as protected by Title VI of the Civil Rights Act of 1964, as amended (Title VI).

In order to request additional information on the County's non-discrimination obligations, please call Kern Regional Transit at (661) 862-8850 or write to: 2700 M Street Suite 400, Bakersfield CA 93301.

If you believe you have been subjected to discrimination under Title VI, you may file a written complaint. Please address your complaint to: Title VI Plan Coordinator, Denise Haynes, 2700 M. Street, Suite 400, Bakersfield, CA 93301

If you are unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Transportation Development Engineer at (661) 862-8850.

Procedimiento de Quejas

Kern Regional Transit se ha comprometido a asegurar que ninguna persona sea excluida de participar en, o negado los beneficios de sus servicios sobre la base de raza, color, u origen nacional protegido por el Título VI del Acto de Derechos Civiles de 1964, según enmendado.

Para solicitar información adicional sobre las obligaciones no discriminatorias del condado, por favor llame al (661) 862-8850 o escriba a: 2700 M Street Suite 400, Bakersfield CA 93301.

Si usted cree que usted ha sido sujeto a la discriminación bajo el Título VI, usted puede presentar una queja por escrito. Por favor diriga su queja a: Coordinadora del Programa Título VI, Denise Haynes, (661) 862-5078; 2700 M. Street, Suite 400, Bakersfield, CA 93301

Si usted no puede proporcionar una declaración escrita, una queja verbal de la discriminación puede ser hecha al Transportation Development Engineer al (661) 862-8850.



TEHACHAPI
 CALIFORNIA
 Live Up.

**City of Tehachapi
 TITLE VI DISCRIMINATION COMPLAINT FORM
 115 South Robinson St., Tehachapi, CA 93561**

Complainant's Name: _____
 Street Address: _____
 City/State/Zip: _____
 Phone: _____ E-Mail Address: _____
 Date of Violation: _____ Time of Violation: _____
 Date of Complaint: _____ Place of Violation: _____
 Bus Number: _____ Bus Route: _____

Discrimination because of: Race Color National Origin
 Age Sex Sexual Orientation Gender Identity

Please provide the name(s) of the Kern Regional Transit employees who allegedly discriminated against you, including their job titles (if known).

Identify what Kern Regional Transit service, program, or activity did not comply with Title VI of the Civil Rights Act of 1964.

Identify individuals by name, address and phone number that has information relating to the violation.

Explain as clearly as possible what happened, how you feel you were discriminated against and who was involved. Please include how other individuals were treated differently from you.

Signature of Complainant: _____ Date: _____

Attachment B



**City of Tehachapi
(Ciudad de Tehachapi)**

**FORMULARIO DE QUEJA POR DISCRIMINACIÓN CONFORME AL
TÍTULO VI**

115 South Robinson St., Tehachapi, CA 93561

Nombre del que presenta la queja: _____

Dirección (calle): _____

Ciudad/Estado/Código postal: _____

Teléfono: _____ Correo electrónico: _____

Fecha del incidente: _____ Hora del incidente: _____

Fecha del incidente: _____ Lugar del incidente: _____

Número del bus: _____ Ruta del bus: _____

Causa de la discriminación: Raza Color Origen nacional

Edad Sexo Orientación sexual Identidad de género

Sírvase suministrar el/los nombre(s) de los empleados de Kern Regional Transit que supuestamente le discriminaron, inclusive los cargos que ocupan (si se saben).

Identifique cuál servicio, programa o actividad de Kern Regional Transit no cumplió con el Título VI del Acta de Derechos Civiles de 1964.

Proporcione los nombres, direcciones y números de teléfono de los individuos que poseen información relacionada con el incidente.

Explique lo más claramente posible lo que ocurrió, cómo usted siente que le discriminaron y quién estuvo involucrado. Por favor incluya cómo otras personas fueron tratadas de manera diferente a usted.

Firma del que presenta la queja: _____ Fecha: _____

Attachment B

V. PUBLIC PARTICIPATION PLAN

The success of all public programs is absolutely dependent upon the participation of the public. In the world of public transportation, our success as a provider depends on a solid ridership. Solid ridership ensues from offering buses, routes, schedules, fares and amenities that meet the needs of our ridership. In order to learn and understand the needs of our ridership, Kern Transit currently reaches out to our ridership through four methods: public meetings, community events/forums, media, and ride-a-longs. Kern Transit also learns the needs of its ridership through daily communication with our transit provider as well as participation in our transit provider's monthly driver safety meetings.

Public Meetings

Public meetings are scheduled as needed when changes in routes, schedules or fares are planned. Public meetings are also scheduled every other year, as required, for unmet needs discussions. Kern Transit staff travel to all 18 of the rural communities served by our rural bus system. Meetings are scheduled in community buildings: senior centers, recreation centers, libraries and public meeting rooms. All facilities are located at or near a bus stop. Meetings are held in the evening in order to accommodate the working population. Staff conducting the meetings are bilingual English/Spanish.

Community Events/Forums

Kern Transit participates in several community events each year and is "a member" of organizations that promote alternative (to personal vehicles) transportation modes. The community events provide a forum for Kern Transit to distribute its information and to receive input and answer questions from current users as well as those considering bus transportation. The community organizations combine resources to educate and encourage the self-driving public about alternative transportation modes.

Media

The specific media employed includes leaflets, newspaper notices and the web site. Additionally, beginning August 4, 2014, Kern Transit will have a comprehensive Regional Guide for each of the 6 geographic areas we serve. Kern Transit, via our provider, distributes leaflets on all buses for types of events: holiday hours, bus stop changes, conduct reminders, public meeting notices, special event notices, route/schedule disruptions/changes. Public meetings are also noticed in each of the local newspapers. All written materials are English and Spanish. The Kern Transit web site is undergoing a metamorphosis and will be released August 4, 2014. The new web site will be user friendly, more informative and esthetically pleasing.

Ride-a-longs

Staff rides all or part of a route or routes approximately every other month. Some ride-a-longs are done by a ghost staff in order to observe the drivers' interaction with riders and to gather unabridged information from riders. The majority of ride-a-longs are done with full knowledge of drivers and passengers. These trips are to interact with riders and gather information/opinions from the riders about the performance of our transit system.

i. Summary of Outreach Efforts 2012 – 2014

Spring 2012 – Unmet Needs Meetings – 18 Communities

Participation with Blue Sky Partners at the Following Events: Green Expo, Tune In Tune Up Free Emissions Testing, Celebrate CSUB, BC Garden Fest, eTrip Site Coordinators, Fight for Air Walk, Job & Resource Fairs, Bike to Work Week, GET Bus Health Fair, Social Service Health Resource Fair, Ride-Share Week

Lamont/Arvin/Weedpatch Collaborative

Lamont Parent Conference

Lamont Elementary School Education Health & Resource Fair

Winter 2014 – Unmet Needs Meetings – 18 Communities

March 3, 2014 – Unmet Transit Needs – City of Tehachapi

July 2014 – Community Informational Meetings, 18 sites, to educate riders about Route, Schedule & Rule changes effective August 4, 2014.

CITY OF TEHACHAPI
LANGUAGE ASSISTANCE PROGRAM

June 2014



Denise Haynes
Title VI Coordinator
Kern Regional Transit
2700 M. Street, Suite 400
Bakersfield, CA 93301

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1. INTRODUCTION

This language Assistance Plan was developed during the process of preparing Kern Transit's Title VI Program to ensure that Kern Transit services are accessible to limited English Proficient (LEP) individuals. Title VI of the 1964 Civil Rights Act is one of two federal mandates that guarantees the provision of meaningful access to federally funded services for LEP individuals:

- Title VI of the 1964 Civil Rights Act prohibits federally funded agencies from discriminating against individual base do race color, and nation origin and includes meaningful access to LEP customers
- President's Executive Order 13166 "Improving Access to services for Persons with Limited English Proficiency" (August, 2000), instructs federal agencies to improve access to services by mandating that any federally conducted or assisted programs or activities must provide meaningful access to LEP customers.

2. LANGUAGE ASSISTANCE GOAL

Kern Transit will provide meaningful access to language services to riders who have limited English proficiency through a Language Assistance Plan. The Plan will be reviewed and revised as necessary for resubmission every three years with Kern Transit's Title VI Plan.

3. MEANINGFUL ACCESS: FOUR FACTOR ANALYSIS

- a. **The proportion of LEP persons in Kern Transit's service area who may be served or are likely to require Kern Transit's rural bus transportation services.**

According to the U.S. Census Bureau 2008-2012 American Community Survey, 17.9% of the total population over the age of 5 years, "speaks English less than very well". Of that population 90% speak Spanish, 3% speak "other Indo-European language, 6% speak Asian & Pacific Island and 1% speak an "other" language.

Spanish is the only language that falls outside of the Department of Transportation's "Safe Harbor Provision of over 5% or 1,000 individuals (whichever is less)". The Spanish speaking population is pervasive throughout Kern County with the population centers being metropolitan Bakersfield, and communities southeast and northwest of Bakersfield. The North Kern Express services the northwest communities and comprises 9% of our ridership. Three routes service the southeast communities and comprise 21% of total system ridership.

The most spoken Asian language is Filipino/Tagalog. The majority of the Filipino population resides in Delano. The North Kern Express services Delano in addition to the cities of Bakersfield, Shafter and Wasco. That route comprises 9% of total system ridership.

The U.S. Census data provides data that allows us to assume the same proportion of LEP's in the general population use the Transit system. The Nelson Nygaard study mentioned below was a ridership survey; however, the total number of responses was a very small sampling of our ridership. Kern Transit will conduct a language assessment survey to be completed by June 2015. This survey will gather actual ridership data to be used to derive an accurate accounting of our ridership. Once the survey is completed, Kern Transit will periodically track provision of LEP services via communication with drivers and staff.

b. The frequency with which LEP persons come into contact with the program.

Our ridership accesses our services via our bus transportation, phone calls to both Kern Transit and or provider, First Transit, walk-ins to the Kern Transit office to buy tickets or ask questions and our transportation guides. The contact with our LEP population via any one of these modes is daily. A 2012 study conducted by Nelson Nygaard showed 64% of our riders use the bus 2 or more times weekly, 11% once per week, 18% 1-3 times per month and 7% less than once a month. It is feasible to conclude from those statistics, our LEP population is proportionate to the total "speak English less than very well" of 17.9%. On a biannual basis, our riders also participate in Community Meetings for unmet needs. These meetings, however, are not well attended by any population with 20 being the most people and in a community populated by only 1% Spanish speakers who speak English "less than very well". In 2012 a passenger survey was distributed by the Nelson Nygaard group to all Wednesday, Thursday, Saturday and Sunday riders in a one week span. Approximately 1,200 responses were received, 13% of those in Spanish.

c. The nature and importance of the service provided, to the people's lives.

Getting to one's destination in Kern County is relatively easy via personal vehicle. Those who have vehicles use them because road congestion and parking are non-issues. Therefore, our ridership comprises those who are non-choice. The Nelson Nygaard study showed the following breakdown for trip purpose:

Shopping	20%
Home	18%
Work	18%
Medical	17%
College	15%
K-12 School	6%
Recreation	6%

All of these activities, save Recreation, can be considered necessary and vital activities in people's lives.

d. Available resources to provide LEP outreach and associated costs.

Kern Transit employs 4 persons, 2 of whom are native Spanish speakers and 1 is bilingual (speak, read, write). Kern Transit employs who certify as bilingual upon hire, receive a \$50 per month stipend. First Transit employs 60 bus drivers, 24 of

them Spanish speaking. Additionally, in the First Transit Administrative offices there are 17 staff, 9 of whom are native Spanish speakers. Currently the transportation guides are not translated. However, beginning August 4, 2014, all the guides will be in English and Spanish. The associated cost will be approximately \$2,600 which is 50% of the total as the guides would be considerably smaller in size were there no Spanish. All written materials, other than the current guides, are distributed in English and Spanish. There is no additional cost associated with the Spanish translation as generally the documents are copied in house and done two-sided.

4. PROVISION OF LANGUAGE ASSISTANCE SERVICES / TRANSLATION OF DOCUMENTS

Based on the statistics, Kern Transit recognizes the need to provide written and oral access to Spanish speakers. Although the proportion of Filipino speakers is quite small, Kern Transit will endeavor to have oral access to Filipino speakers.

The following is a list of the LEP services currently provided:

- Spanish conversation provided by native speakers on buses, at the Kern Transit office, at the First Transit Office, both in person and via phone calls.
- Community meetings in heavily LEP populated communities conducted in Spanish.
- Community events staffed by bilingual personnel.
- Family/Friends of all ages welcomed and encouraged to assist LEP individuals to communicate with drivers.
- Leaflets/fliers to notice service changes, service alerts, community meetings, distributed in Spanish.
- Federal and State mandated postings regarding laws, policies and special programs translated to Spanish.

The following is a list of the LEP services Kern Transit will implement:

- Non-native/bilingual bus drivers on affected routes will be provided with "Ask a Question" cards in Spanish and Filipino/Tagalog.
- Transit Guides will be printed in English and Spanish.
- Title VI program and complaint form will be translated into Spanish.
- Kern Transit will work with the web designer to determine which pages of the web site should have corresponding Spanish pages.
- Vital documents will be posted on the web site in Spanish.

5. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE SERVICES

Currently there are no formal practices that notify the non-English, LEP populations of the availability of language assistance services. Our bilingual drivers automatically converse with the Spanish speakers in Spanish. The great majority of our documents are, as a matter of practice, published in Spanish. Spanish speakers do not have to inquire about the availability of language service, as it is automatically provided.

Notwithstanding the above, in order to comply with Executive Order 13166, Kern Transit will post notification in the buses of the availability of translation services and will provide drivers with "Ask me a Question" cards. The web site will indicate the availability of translation services.

6. STAFF TRAINING

The following training will be provided to all staff:

- Information on the Title VI Policy and LEP responsibilities
- Description of language assistance services offered to the public
- Use of the "Ask Me a Question" cards
- Documentation of language assistance requests and instances of service
- How to handle a potential Title VI/LEP complaint.

7. MONITORING

Kern Transit will update the LEP Plan as required. At a minimum, the plan will be reviewed and updated every three years concurrent with updating and submitting the Title VI Program.

Monitoring will include the following:

- The number of documented LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area.
- Determination as to the need for additional translation services.
- Determine whether local language assistance programs have been effective and sufficient to meet the need.
- Maintain a Title VI/LEP complaint log.
- Evaluate Kern Transit's response to Title VI/LEP complaints
- Determine whether Kern Transit fully complies with Executive Order 13166

VI. END OF LANGUAGE ASSISTANCE PLAN

VII. STATEMENT REGARDING:

List of Transit-Related Title VI Investigations, Complaints, Lawsuits

Kern Regional Transit Non-Elected Committees & Counsels

Determination of Site or Location of Facilities

Kern Transit does not have a list of Transit-Related Title VI investigations, complaints or lawsuits. To the best of everyone's knowledge, there have been none of these actions initiated going back 22 years.

Kern Transit does not have any non-elected committees or counsels. Transit is a Division of the County Roads Department and is therefore subject to County Ordinances, Policies and Procedures.

Kern Transit has not made any determination as to site for facilities as defined by Title 49 CFR part 21, Appendix C, Section (3)(iv) nor constructed new facilities of any type in 10 years.

CALTRANS DIVISION OF MASS TRANSPORTATION TITLE VI PROGRAM CHECKLIST

(Chapter III)

Agency Name: CITY OF TEHACHAPI
Agency Contact: Daisy Wee **Email:** dwee@tehachapicityhall.com **Phone:** 661-822-2200 x113
Caltrans District #: District 9

Page #	Select One	
2	Yes	1. Notice to the public
3	Yes	a. Race, color and national origin (Sample notice in Appendix B)
3	Yes	b. Translated into non-English languages and consistent with the agency's Limited English Proficiency (LEP) Plan (Chapter III-4)
2	Yes	2. List of locations where notice is posted, at a minimum (Chapter III-4)
2	Yes	a. Agency's website
2	Yes	b. Public areas of the agency's office(s), including reception desk and meeting rooms
	n/a	c. Stations or stops
2	Yes	d. Transit vehicles
3-5	Yes	3. How to file a title VI discrimination complaint and complaint form must be on agency's website (Chapter III-5 and Appendix C and D)
14	Yes	4. List of any public transportation Title VI investigations, complaints or lawsuits filed since last submission (see Appendix E)
6	Yes	5. Public Participation Plan - Promoting Inclusive Public Participation (Chapter III-5)
7	Yes	a. Summary of outreach efforts made
6	Yes	b. Outreach plan to engage minority and limited English proficient populations (can be a component of a larger outreach for those that are traditionally underserved)
8	Yes	6. Limited English Proficiency (LEP) Plan
10	Yes	a. Four Factor Analysis (Chapter III-7)
11	Yes	i. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient.
11	Yes	ii. The frequency with which LEP persons come into contact with the program.
11	Yes	iii. The nature and importance of the program, activity, or service provided by the program to people's lives.
11	Yes	iv. The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.
10	Yes	b. Safe Harbor Provision – applies to the translation of written documents only (Chapter III-9)
12	Yes	c. Describe how the agency provides language assistance services by language (Chapter III-8)
13	Yes	d. Describe how the agency provides notice to LEP persons about the availability of language assistance

13 Yes

13 Yes

14 n/a

14 n/a

 No

e. Describe how the agency monitors, evaluates and updates the language access plan

f. Describe how the agency trains employees to provide timely and reasonable language assistance to LEP populations

7. Table depicting racial breakdown of transit-related, non-elected planning boards, advisory councils or committees. Also a description of efforts made to encourage minority participation (Chapter III-9 and Appendix F)

8. If a facility has been constructed, a Title VI equity analysis must have been conducted during the planning stage regarding the location. A copy of the analysis must be provided. (Chapter III-11)

9. Board Resolution or similar approving the Title VI Plan (Chapter III-1)

Comments:

The Title VI Resolution will be placed on the July 21, 2014 agenda.

FIXED ROUTE TRANSIT PROVIDERS – TITLE VI PROGRAM REQUIREMENTS (Chapter IV)

Page #	Select One
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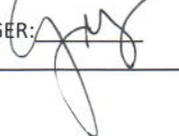
- | | |
|-----|---|
| n/a | 1. Requirements are tiered – All fixed route transit providers must complete 2 and 3.
Threshold: If an agency operates more than 50 fixed route vehicles in peak service and is located in an UZA of 200,000 or more, then all requirements of Chapter IV apply. |
| n/a | 2. Requirement to set system-wide service standards (Chapter IV-4 and Appendix G) |
| n/a | |
| n/a | |
| n/a | |
| n/a | 3. Requirement to set service policies (Chapter IV-6 and Appendix H) |
| n/a | |
| n/a | b. Vehicle assignment for each mode |
| n/a | |

Comments:

Reviewer's Signature Date

Compliance Branch Chief Signature Date



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: August 4, 2014 **AGENDA SECTION:** CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS
FROM: JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER
DATE: JULY 29, 2014
SUBJECT: PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

BACKGROUND:

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Highway Safety and Improvement Program (HSIP) in connection with the improvements of Tehachapi Boulevard between Steuber Road and Monolith Street. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement. This agreement for the design phase of the project

Attached to this memorandum is Program Supplement Agreement No. 019-N for the HSIP East Tehachapi Traffic Improvements Project as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the design and construction of this project.

RECOMMENDATION:

ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 019-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. HSIPL-5184(023).

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 019-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. HSIPL-5184 (023)

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act of 1991 to fund programs which include, but are not limited to, the Surface Transportation Program (RSTP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Activities Program (TEA), and the Bridge Replacement and Rehabilitation Program (HBRR)(collectively "the Programs"); and

WHEREAS, The legislature of the State of California has enacted legislation by which certain Federal funds may be available for use on local transportation facilities of public entities qualified to act a recipients of these federal funds in accordance with the intent of Federal Law; and

WHEREAS, before Federal-aid will be made available for a specific project, the City of Tehachapi (Administering Agency) and the California Department of Transportation (Caltrans) are required to enter into an agreement relative to prosecution of said project and maintenance of the completed facility; and

WHEREAS, the ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, (Master Agreement) has no force or effect with respect to any Program project unless and until a project-specific Program Supplement to this Master Agreement has been executed;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the

Mayor of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. 019-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, FOR PROJECT NO. HSIPL-5184 (023), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 4th day of August, 2014.

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

Philip Smith, Mayor
City of Tehachapi, California

ATTEST:

DENISE JONES, City Clerk
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on August 4, 2014.

DENISE JONES, City Clerk
City of Tehachapi, California

PROGRAM SUPPLEMENT NO. N019
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5184R

Adv Project ID **Date:** July 15, 2014
0914000048 **Location:** 09-KER-0-THPI
Project Number: HSIPL-5184(023)
E.A. Number:
Locode: 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Tehachapi Blvd. between Steuber Rd. and Monolith St.

TYPE OF WORK: New Signals

LENGTH: 0.5(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	MS30		LOCAL	OTHER
\$180,000.00	\$162,000.00		\$18,000.00	\$0.00

CITY OF TEHACHAPI

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Herbmguyer **Date** 7.16.14 \$162,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

4. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
5. Any State and Federal funds that may have been encumbered for this project are

SPECIAL COVENANTS OR REMARKS

available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

6. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: AUGUST 4, 2014 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 29, 2014

SUBJECT: FREEDOM PLAZA VISITOR CENTER

BACKGROUND

As the Council is aware, the City owns the old car lot on the corner of Tehachapi Blvd and Curry Street. This lot was purchased in June 2009 by the Redevelopment Agency and transferred to the City, with the intent of eliminating blight through the development of additional downtown parking, the creation of a pedestrian plaza, and enhancements to the existing building.

In developing a concept for the project, City Staff met with members of the Main Street Design Committee, shortly after purchasing the lot. Several beautiful concepts were created at that time and served as the basis for future ideas. With the elimination of Redevelopment Agencies statewide, this project was shelved.

In early 2012, City Staff began new discussions about the future of the site and developed an alternative concept that includes a plaza which celebrates the five main branches of the United States Military, tentatively named "Freedom Plaza". Additionally, City Staff began discussing the idea of creating a Visitor Center in the existing building, in partnership with the Tehachapi Tourism Commission.

In late 2012, Council approved the design of Freedom Plaza and more recently was approved for funding through the Kern County Community Development Block Grant (CDBG) Program for construction along with receiving a generous donation of \$40,000 from Lehigh. At this point in time, City Staff would like to move ahead with its initial intention of partnering with the Tehachapi Tourism Commission for lease of the existing building as a Visitor Center with a term to commence after construction is complete and a certificate of occupancy is issued.

RECOMMENDATION

APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT WITH THE GREATER TEHACHAPI ECONOMIC DEVELOPMENT COUNCIL FOR A VISITOR CENTER AT 200 WEST TEHACHAPI BOULEVARD (FREEDOM PLAZA)

LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 2014, by and between the CITY OF TEHACHAPI, a municipal corporation (the "City") and the GREATER TEHACHAPI ECONOMIC DEVELOPMENT COUNCIL, a nonprofit California corporation ("Lessee"),

WITNESSETH:

WHEREAS, City is the owner of that certain real property described in Exhibit "A" attached hereto and by this reference made a part hereof which is developed with a building (hereinafter the "Building"); and

WHEREAS, Lessee is a nonprofit corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(4) whose purpose and intent, in part, is to promote tourism within the City of Tehachapi and the greater Tehachapi area; and

WHEREAS, City wishes to assist Lessee in the performance of its promotion of tourism by leasing to Lessee the Building under the terms and conditions described hereinafter and Lessee is agreeable thereto; and

WHEREAS, the Building presently is not habitable and the City is agreeable to performing such construction as is necessary to acquire a Certificate of Occupancy for the Building at City's sole cost and expense and under the terms and conditions described herein.

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. Subject to the terms and conditions of this Lease, City hereby leases the Building to Lessee (but not the underlying land) and Lessee leases same from City as hereinafter described. As used herein, the term "Premises" shall mean the Building but not the underlying land.
3. The term of this Lease shall be for ten (10) years commencing on the Commencement Date. Either party may terminate this Lease at any time upon 30 days prior written notice to the other party.

(a) The City agrees, at its sole cost and expense, to construct improvements to the Building and do such other construction as is necessary to obtain a Certificate of Occupancy from the City of Tehachapi Building Department, provided, however, that if a Certificate of Occupancy has not been obtained by December 31, 2015, this Lease shall terminate and neither party shall have any further liability or obligation thereunder.

4. (a) The Premises shall be used as a Visitor's Center by Lessee for the purpose of promoting tourism within the City and the greater Tehachapi area. Lessee may locate its offices in the Premises and provide such other services as are necessary or convenient to carry out its purpose, including, without limitation, providing information to visitors about places of interest in the City and the greater Tehachapi area, tours that visitors may take, lodging and dining information, points of interest, historical sites, existing or future events, and such other similar information as will promote the City and the greater Tehachapi area.

(b) In lieu of cash rental, Lessee shall be responsible for the following:

- (i) To pay for all utilities except for water, sewer, and trash collection which shall be paid by City;
- (ii) To clean the Premises and provide all janitorial services utilized for same;
- (iii) To inspect the exterior ground of the Premises and maintain it free of trash and other debris;
- (iv) To maintain the inside of the Premises;
- (v) To establish a budget and a plan for operation of the Visitor Center and establish an operating reserve of not less than \$ _____; and
- (vi) To provide all movable furniture, computers, general décor and signage.
- (vii) To provide all staffing and volunteers.

(c) Lessee shall have the right to rent the Premises to non-profit organizations, public entities, businesses, and private and commercial users for short term uses not exceeding seven (7) days for any one event. Lessee may charge fees for such uses and retain all income received therefrom. Lessee shall provide City with a written schedule of such uses in advance for each month and

the schedule shall be provided at least one (1) week prior thereto. City shall have the right to prohibit any such use in the City's sole and absolute discretion.

(d) City retains the right to use the Visitor Center at any time with or without notice to Lessee. City will make reasonable efforts to coordinate its use with Lessee's uses but City's uses shall always have priority even to the extent of conflict with Lessee's uses. In that event, Lessee agrees that City shall not be liable to Lessee for any injury or damage caused to Lessee as a result thereof and City shall have no liability whatsoever with regard to same.

5. The City agrees to provide the following utilities and services: trash collection and water and sewer services; installation of fire alarm and sprinklers; permanent fixtures and cabinetry; maintaining the landscaping and ground around the Visitor's Center; and install and maintain such security access as City deems appropriate.

6. Except as mutually agreed upon by the parties from time to time, Lessee shall keep open the Visitor's Center to the public daily but no less than from 10:00 a.m. to 6:00 p.m. on the consecutive days of Thursday, Friday, Saturday, Sunday, and Monday of each and every week. Lessee may utilize the Premises for a meeting place for its members. Lessee may also conduct social functions on the Premises in which beer and wine may be offered by Lessee along with other food and beverages provided City has first given its written permission for same and provided Lessee has obtained liquor liability insurance to the satisfaction of City. No beer or wine shall be brought onto the Premises except by Lessee and all consumption of beer and wine shall occur on the Premises.

7. Except as described herein, Lessee shall not sublet, assign, encumber, or otherwise transfer its interest in this Lease or any portion thereof to any other entity or person without the prior written consent of City, which consent may be given or denied in City's sole and absolute discretion.

8. Lessee hereby agrees to indemnify, defend, and hold harmless City, its officers, Councilmembers, commissioners, employees, agents, and representatives from any and all claims, demands, suits, judgments, liabilities, damages, costs, and expenses arising out of, relating to, or in any way connected with Lessee's possession of the Premises or use thereof, including but not limited to any act or omission to act on the part of Lessee or its agents, employees, volunteers, or contractors, and irrespective of any act or omission by City. Lessee's obligations hereunder shall survive the termination of this Lease.

(a) Lessee shall obtain and maintain during the term of this Lease a comprehensive general liability insurance policy in an amount of \$1,000,000.00 per occurrence and, separately from the foregoing or as a part of same, insurance

in the amount of \$1,000,000.00 per occurrence for damage or destruction to the Premises by fire or other hazard. The policy shall include endorsements naming City, its officers, councilmembers, commissioners, employees, and representatives as additional insureds, providing it is primary to any policy of insurance or self insurance that the City has on the Premises, and providing that City shall be given no less than thirty (30) days prior written notice in the event of any cancellation or reduction in coverage.

(b) Lessee shall provide City with a certificate of insurance and appropriate endorsements showing the foregoing in full force and effect. City reserves the right to approve the insurer and to require at its discretion that it be one which can issue insurance in the State of California and whether its rating and financial condition as reported in Best's Key Rating Guide is adequate.

(c) In addition to the indemnification and insurance required above in this Paragraph 8 above, Lessee shall obtain a similar indemnification and similar insurance coverages from all persons and entities whom Lessee allows to use the Premises or to whom Lessee rents the Premises. If no insurances are obtained, then Lessee's insurance policies shall include coverage for same. All indemnifications and insurances provided by renters or users of the Premises shall include the City, its officers, councilmembers, commissioners, employees, and representatives as additional insureds and shall state that the coverage is primary to the City's coverage. Endorsements to a renter's policies of insurance shall be provided to Lessee reflecting the foregoing.

9. Except as described herein, Lessee's use of the Premises shall be at Lessee's sole cost and expense. Lessee shall be liable for all property damage caused to the Premises and shall satisfactorily repair such damage at Lessee's sole expense. Lessee shall regularly inspect the Premises to insure that no hazards exist on the Premises and to the extent there are such hazards, Lessee shall remove same or cause same to be repaired, provided that such removal or repair does not otherwise cause damage to the Premises.

10. City makes no warranties or representations as to the condition of the Premises or its suitability for the purposes for which Lessee will use it. Lessee accepts the Premises, "AS IS, WHERE IS, AND WITH ALL FAULTS". Lessee hereby accepts the Premises in its existing condition and assumes the risk of use of the Premises and hereby releases City from any and all claims relating to the condition of the Premises. With regard to this release, Lessee represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California and waives and releases any right or benefit which Lessee has thereunder, which Section reads as follows:

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

11. Lessee shall comply with all local, state, and federal statutes, ordinances, rules, and regulations.

12. Any notice to be given hereunder or at law to either party shall be in writing and shall be deemed given when personally served on the party to be noticed or when sent by confirmed facsimile or when sent by electronic mail ("email"), or upon delivery by an overnight courier, or when sent by registered or certified mail, with return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of service and addressed as follows: to City – City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax (661) 822-2197; Email ggarrett@tehachapicityhall.com and to Lessee – _____, _____, Tehachapi, California 93581, Fax (661) _____ Email _____. Either party may change its address or fax number by providing notice of same to the other party in the manner described herein.

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

14. This Lease and all agreements specifically described herein constitute the entire agreement between the parties with regard to the subject matter herein and supersede any prior oral or written agreements between the parties with respect thereto.

15. This Lease may not be altered, amended or modified except by a writing executed by all parties.

16. In the event any action or proceeding is instituted arising out of or relating to the terms of this Lease, the prevailing party shall be entitled to recover its reasonable attorney fees and actual costs.

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

18. Waiver by a party of any provision of this Lease shall not be considered a continuing waiver or a waiver of any other provision.

19. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, provided, however, that nothing herein shall constitute an authorization from City to Lessee to assign this Lease in violation of Paragraph 7 of this Lease.

20. If any term, provision, covenant or condition of this Lease 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.

21. The parties acknowledge that each party and their respective legal counsel have reviewed or had the opportunity to review this Lease. The parties agree that this Lease is the product of negotiations between the parties. This Lease 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 Lease.

22. Concerning this Lease and the performance of each and every provision contained in it, time is expressly made of the essence.

23. Nothing in this Lease shall be construed as establishing a partnership, joint venture, or other relationship between City and Lessee other than lessor and lessee.

24. In the event of a breach by Lessee of any term, condition, or Lease herein, Lessee shall have 30 days to cure the breach after written notice has been given to Lessee by City. In the event of Lessee's failure to so cure, this Lease may be terminated by City in its sole and absolute discretion and, in the event of such termination, this Lease shall be of no further force or effect except as to those obligations of Lessee specifically described herein as surviving the termination of this Lease and Lessee shall immediately surrender and vacate the Premises. The remedies described herein and in this Lease for City are not exclusive, but are cumulative with all other remedies now or hereafter available to City at law or in equity.

25. On the last day of the Lease term, or earlier termination, Lessee shall peaceably and quietly leave, surrender, and vacate the Premises in as good condition and repair as at the commencement of this Lease, reasonable wear and tear excepted.

26. City shall have the right to enter upon the Premises at all times to inspect the Premises and Lessee's use thereof. City reserves all rights in and with respect to the Premises not inconsistent with Lessee's use of same including, but not limited to, the right of City to enter upon the Premises for the purpose of

installing, using, maintaining, renewing, improving or replacing City facilities as City, in City's sole discretion, deems appropriate.

27. Lessee shall not construct or place on the Premises, signs, awnings, marquees, or other structures without City's prior written consent, which consent may be given or denied in City's sole and absolute discretion.

28. Except as described herein, Lessee shall not construct any improvements or make any alterations on the Premises without the prior written consent of City, which consent may be given or denied in City's sole and absolute discretion.

IN WITNESS WHEREOF, the parties have executed this Lease to be effective on the date first hereinabove written.

PHILIP A. SMITH, Mayor of the City of
Tehachapi, California, "**Lessor**"

GREATER TEHACHAPI ECONOMIC
DEVELOPMENT COUNCIL, a nonprofit
California corporation, "**Lessee**"

By: _____

Name:
Its: President

EXHIBIT "A"
[Legal Description of Building Site]



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

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

MEETING DATE: AUGUST 4, 2014 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 22, 2014

SUBJECT: SALES TAX MEASURE

BACKGROUND

As the Council is aware, on June 23, 2014, another balanced budget for the upcoming fiscal year was adopted. This follows a long string of balanced budgets adopted by the City throughout the recession and into the economic recovery. While the projected General Fund surplus for this fiscal year is small, what it demonstrates is that we continue to live within our means while we strive to provide excellent service to the residents of the City.

Well-maintained streets, excellent public safety, quality cultural and recreational facilities, and other City services are critical to enhancing our community's character and property values. As City Staff, we believe that our organization has been a good steward of public funds by delivering millions of dollars of beautification projects, making major upgrades to water and sewer infrastructure, providing local police services within budget, and partnering with many local agencies to deliver other public services. Projects like our downtown improvements, wastewater treatment upgrades, a new police headquarters, the Historic Train Depot, the BeeKay Theatre, road enhancements, bike paths, and on and on, have been consistently delivered during the last decade. We are confident that in the coming decade, we can do even more if the citizens of Tehachapi choose to make an additional investment in our town.

That said, one of the most pressing issues we face is road maintenance. Unfortunately, road maintenance funding has been an unstable situation in the State of California for decades. It's no secret that the State's vital transportation infrastructure is not being maintained as well as it is in neighboring states, putting California at a disadvantage for attracting new residents and businesses. We face a similar situation locally as the large portion of our road maintenance money comes from State Gasoline Taxes, which have not kept pace with the rapidly increasing number of vehicle miles travelled on the road.

During the last fiscal year, we conducted a comprehensive inventory of our pavement conditions in the City limits. What it showed is that we are reaching a tipping point, where roads will begin to fail quickly and will require greater costs to reconstruct in the future than they would if we had the funding to maintain them now.

And while roads are a critical resource that must be maintained, the City has also lost the Redevelopment Agency, a large funding source that has been used over the last decade to fund many major improvements in town. In 2011, the

Tehachapi Redevelopment Agency was receiving an average of \$1.21 million per year that has since been taken by the State of California. That money was used to fund projects throughout the community including the Depot, the BeeKay Theatre, the landscaping and sidewalk improvements in Downtown, sewer improvements, road improvements, and more. Without this dedicated funding, our ability to construct these types of quality-of-life projects has been significantly reduced.

To combat the threat of declining revenues from the State of California, and to fund more projects to enhance our quality of life, our City staff members have been researching the possibility of creating a dedicated local funding stream, safe from the long arm of the State, for road maintenance projects, beautification projects, recreation enhancements projects, senior services improvements, and more, in the form of a voter approved ½ cent Sales Tax increase to expire after ten years unless reapproved by the voters. This increase would amount to paying five additional cents on a ten dollar purchase of goods, excluding non-taxable items.

The current sales tax rate in the City of Tehachapi is 7.5%. The City only collects the first 0.75% and the remaining 6.5% are distributed by the State to itself, to the County, and to other government agencies. A breakdown of the sales tax rate, from the State Board of Equalization, is summarized in the table below.

Rate	Jurisdiction	Purpose
3.6875%	State	Goes to State's General Fund
0.25%	State	Goes to State's General Fund
0.25%	State	Goes to State's Fiscal Recovery Fund, to pay off Economic Recovery Bonds (2004)
0.50%	State	Goes to Local Public Safety Fund to support local criminal justice activities (1993)
0.25%	State	Goes to State's Education Protection Account to support school districts, county offices of education, charter schools, and community college districts.
0.50%	State	Goes to Local Revenue Fund to support local health and social services programs (1991 Realignment)
1.0625%	State	Goes to Local Revenue Fund 2011
1.00%	Local	0.25% Goes to county transportation funds 0.75% Goes to city or county operations
Total:		
7.50%	State/Local	Total Statewide Base Sales and Use Tax Rate

Should the voters approve a 0.5% increase, the entire 0.5% would remain in the City of Tehachapi, bringing the City's total share of sales tax to 1.5% and the overall sales tax rate to 8%.

For comparison purposes, the tax rates in other Kern and Los Angeles County cities are summarized in the table below.

City	Current Sales Tax Rate
Arvin	8.5%
Bakersfield	7.5%
California City	7.5%
Delano	8.5%
Lancaster	9.0%
Palmdale	9.0%
Ridgecrest	8.25%
Unincorporated Kern County	7.5%
Wasco	7.5%

The benefit of a minor sales tax increase is that 100% of the money collected by such a measure would stay local and would only be used to support local projects. The State could not capture those local funds, thereby creating a stable funding source for street maintenance and improvement for ten years. In addition, the funds raised can also be used to enhance senior services, recreation facilities, police services, and other City services.

If the Council wishes to place this matter on the November 4, 2014, General Election ballot, it must adopt a resolution calling for the election to place the matter before the voters. This will give voters the opportunity to provide direction to the City Council and Staff regarding the issue. No polling or political campaigning has been done regarding the issue as City Staff believes that the vote is in effect, a poll, and no campaigning is necessary. Should the citizens of Tehachapi choose not to adopt the measure increasing their investment in the City, we will continue to provide excellent services and projects as we always have, within our existing budgets. This is not a “do or die” measure as it is often portrayed in other communities and will not hamper our ability to continue services as we do now. Rather, it will simply allow us to do even more.

Lastly, to ensure accountability of these funds, Staff suggests that an annual audit of the funds by an independent accounting firm be required and the results of that audit would be published for public review each year in an annual report.

RECOMMENDATION

ADOPT A RESOLUTION ORDERING THAT A QUESTION APPROVING AN ORDINANCE ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION BE SUBMITTED TO THE VOTERS AT THE REGULAR MUNICIPAL ELECTION ON NOVEMBER 4, 2014 AND A RESOLUTION PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURES SUBMITTED AT MUNICIPAL ELECTIONS.

CITY OF TEHACHAPI

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI ORDERING THAT A QUESTION APPROVING AN ORDINANCE ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION BE SUBMITTED TO THE VOTERS AT THE REGULAR MUNICIPAL ELECTION ON NOVEMBER 4, 2014

WHEREAS, the City Council has previously called and given notice of the Regular Municipal Election to be held in the City on November 4, 2014; and

WHEREAS, Section 7285.9 of the California Revenue and Taxation Code authorizes any city to levy, increase or extend a transactions and use tax for general purposes at a rate of 0.025 percent, or a multiple thereof, subject to approval by a two-thirds vote of all of the members of the City Council and by a majority of the qualified voters of the City voting in an election on the issue; and

WHEREAS, City Council proposes to submit to the voters of the City an ordinance providing for the levy of a transaction and use tax;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI HEREBY RESOLVES:

Section 1. Pursuant to California Elections Code Sections 9222 and 10201, the City Council hereby orders the following question to be submitted to the voters at the Regular Municipal Election to be held on Tuesday, November 4, 2014:

City of Tehachapi	
To provide funding that stays in Tehachapi and cannot be seized by the State, to be used for increased street maintenance, improving senior services, enhancing public facilities, and improving other general city services, shall an ordinance be adopted to enact a temporary, one half of one percent sales tax for 10 years, with mandatory audits and annual community reporting?	YES
	NO

Section 2. The City Council hereby approves the proposed Tehachapi Transaction and Use Tax Ordinance, attached to this Resolution as Exhibit A, to be submitted to the voters. The proposed measure is a general tax as defined in Article XIIC of the California Constitution and shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at the election.

Section 3. The City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280.

Section 4. The City Council hereby authorizes one or more of its members to submit a ballot argument in favor of the measure pursuant to Elections Code Section 9282.

Section 5. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. Notice of the time and place of holding the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

PASSED AND ADOPTED this 4th day of August, 2014, by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

MAYOR

ATTEST:

CITY CLERK

TEHACHAPI TRANSACTION AND USE TAX ORDINANCE

AN ORDINANCE OF THE CITY OF TEHACHAPI IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

Section 1. A new Chapter 3.18 (Transaction and Use Tax) is hereby added to Title 3 (Revenue and Finance) of the Tehachapi Municipal Code, to read as follows:

“3.18.010 TITLE. This ordinance shall be known as the Tehachapi Transactions and Use Tax Ordinance. The City of Tehachapi hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.18.020. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

3.18.030. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

3.18.040. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.18.050. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 0.5% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

3.18.060. PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.18.070. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 0.5% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.18.080. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

3.18.090. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of

Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.18.100. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

3.18.110. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle

Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time

for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.18.120. AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

3.18.130. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.18.140. INDEPENDENT FINANCIAL AUDIT. By no later than December 31 of each year, the city's independent auditors shall complete a Transactions and Use Tax Ordinance Compliance and Internal Control Audit Report. Such report shall review whether the revenues collected pursuant to this ordinance are collected, managed and expended in accordance with the requirements of this ordinance.

3.18.150. ANNUAL REPORT. The City Manager shall annually file with the City Council a report regarding the amount of tax revenues collected pursuant to this ordinance and the use of such revenues.

3.18.160. TERMINATION DATE. The authority to levy the tax imposed by this ordinance shall expire on March 31, 2025, at 11:59 p.m."

Section 2. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

Section 4. The City Clerk shall certify the passage of this ordinance, publish or post the same as required by applicable law, and forward a copy of the adopted ordinance to the Board of Equalization.

PASSED AND ADOPTED by the People of the City of Tehachapi, State of California, on November 4, 2014.

Mayor

Attest: _____
(Signature)

City Clerk

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, PROVIDING FOR THE FILING OF REBUTTAL ARGUMENTS FOR CITY MEASURE SUBMITTED AT MUNICIPAL ELECTIONS

WHEREAS, §§ 9220 & 9285 of the Elections Code of the State of California authorizes the City Council, by majority vote, to adopt provisions to provide for the filing of rebuttal arguments for city measures submitted at municipal elections;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TEHACHAPI, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to Section 9285 of the Elections Code of the State of California, when the elections official has selected the arguments for and against the measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the proposition to the authors of any argument against the measure and a copy of an argument against the measure to the authors of any argument in favor of the measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to a City measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument.

A rebuttal argument may not be signed by more than five authors.

The rebuttal arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not more than 10 days after the final date for filing direct arguments. The rebuttal arguments shall be accompanied by the Form of Statement To Be Filed By Author(s) of Argument.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

SECTION 2. That all previous resolutions providing for the filing of rebuttal arguments for city measures are repealed.

SECTION 3. That the provisions of Section 1 shall apply only to the election to be held on November 4, 2014, and shall then be repealed.

SECTION 4. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting thereof held on August 4, 2014.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PHILIP SMITH, Mayor of the
City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on August 4, 2014.

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