

## **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, September 15, 2014 - 6:00 P.M.**

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

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

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

### **PLEDGE TO FLAG**

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

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

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

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

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TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, SEPTEMBER 15, 2014- 6:00 P.M. - PG. 2**

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1. Presentation of American Flag to Monroe High School Principal Laura M. Barba.
2. Mayor to present Proclamation for Breast Cancer Awareness Month.
3. Mayor to present Proclamation for Constitution Week.
4. General public comments regarding matters not listed as an agenda item.

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 65-14  
Tehachapi City Council Unassigned Ord. No. 14-03-716  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-14  
Tehachapi Public Financing Authority Unassigned Res. No. 01-14

- \*5. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on September 2, 2014 – **APPROVE AND FILE**
- \*7. Agreement with Kern Security & Fire Systems for alarm system installation and services at the City Records Center – **APPROVE THE AGREEMENT WITH KERN SECURITY & FIRE SYSTEMS FOR ALARM SYSTEM INSTALLATION AND SERVICES AT 104 S. ROBINSON STREET AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL OF CITY MANAGER AND CITY ATTORNEY**

**FINANCE DIRECTOR REPORTS**

- \*8. Disbursements, bills, and claims for August 28, 2014 through September 10, 2014 – **AUTHORIZE PAYMENTS**
- \*9. City of Tehachapi Treasurer's Report through August, 2014 – **RECEIVE REPORT**

**PUBLIC WORKS DIRECTOR REPORTS**

10. Low Flow Toilet Direct Install Program – **PRESENTATION BY LIZ BLOCK, WATER CONSERVATION COORDINATOR, TEHACHAPI CUMMINGS COUNTY WATER DISTRICT**

**COMMUNITY DEVELOPMENT DIRECTOR REPORTS**

11. Membership into the California Statewide Communities Development Authority – **ADOPT A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AND AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
MONDAY, SEPTEMBER 15, 2014- 6:00 P.M. - PG. 3**

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12. **PUBLIC HEARING** – Concerning authorization by the City Council to join the Statewide Community Infrastructure Program (SCIP) sponsored by the California Statewide Communities Development Authority - **OPEN HEARING; NOTICE OF PUBIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; ADOPT A RESOLUTION AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDING AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF TEHACHAPI; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE AND AUTHORIZING RELATED ACTIONS**

**CITY ENGINEER REPORTS**

13. Notice of Completion for the Tehachapi Boulevard Rehabilitation Project Phase II – **APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD REHABILITATION PROJECT PHASE II AND DIRECT STAFF TO RECORD SAME**

**CITY MANAGER REPORTS**

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

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

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

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Tuesday, September 2, 2014 – 6:00 P.M.**

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

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by Deputy City Clerk Ashley Whitmore</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmember Corpus-Zamudio</p> <p>Absent: Councilmembers Grimes and Nixon</p> <p><b><u>INVOCATION</u></b></p> <p>By Pastor Burt Roper of the Tehachapi United Methodist Church</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Councilmember Corpus-Zamudio</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <p>1. General public comments regarding matters not listed as an agenda item were received from:</p> <ol style="list-style-type: none"> <li>a. James Larue of Old Towne Tehachapi regarding the TVRPD Pool.</li> <li>b. Carol Langdon regarding the TVRPD Pool.</li> <li>c. Torrancine regarding the TVRPD Pool.</li> </ol>	<p style="text-align: center;"><b>Approved Consent Agenda Co/Wi Motion Carried</b></p>
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**ACTION TAKEN**

**CITY CLERK REPORTS**

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

All Ord. Read By Title Only

\*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 18, 2014 - **APPROVED AND FILED.**

Approved & Filed  
 Co/Wi Motion Carried

\*4. Tehachapi High School Homecoming Parade Special Event Application – **APPROVED THE SPECIAL EVENT APPLICATION FOR THE TEHACHAPI HIGH SCHOOL HOMECOMING PARADE AND ASSOCIATED STREET CLOSURES**

Approved The Special Event Application For The Tehachapi High School Homecoming Parade And Associated Street Closures  
 Co/Wi Motion Carried

**FINANCE DIRECTOR REPORTS**

\*5. Disbursements, bills and claims for August 14, 2014 through August 27, 2014 – **AUTHORIZED PAYMENTS**

Authorized Payments  
 Co/Wi Motion Carried

**AIRPORT MANAGER REPORTS**

\*6. Non-commercial Hangar Ground Lease for Hangar 12E – **APPROVED THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 12E BETWEEN THE CITY OF TEHACHAPI AND GERALD AND CAROL JENKINSON AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Non-Commercial Hangar Ground Lease Agreement For Hangar 12e Between The City Of Tehachapi And Gerald And Carol Jenkinson And Authorized The Mayor To Sign  
 Co/Wi Motion Carried

**PUBLIC WORKS DIRECTOR REPORTS**

7. Low Flow Toilet Direct Install Program – **TABLED**

Tabled

**POLICE CHIEF REPORTS**

8. Police Department fee schedule for various services – **POLICE CHIEF, KENT KROEGER, GAVE REPORT; ADOPTED RESOLUTION NO. 61-14 ESTABLISHING A PROCESSING FEE FOR VARIOUS POLICE SERVICES**

Adopted Resolution No. 61-14 Establishing A Processing Fee For Various Police Services  
 Wi/Co Motion Carried

**CITY ENGINEER REPORTS**

9. Amendment to the Antelope Run bike path easements transfer agreement – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ACCEPTED THE PROPOSED BIKE PATH EASEMENT AND APPROVE THE MAYOR TO SIGN THE TRANSFER AGREEMENT AMENDMENT**

Accepted The Proposed Bike Path Easement And Approve The Mayor To Sign The Transfer Agreement Amendment  
 Wi/Co Motion Carried

\*10. Snyder Well Intertie Project Labor Compliance Program – **ADOPTED RESOLUTION NO. 62-14 APPROVING THE LABOR COMPLIANCE PROGRAM PURSUANT TO CALIFORNIA LABOR CODE SECTION 1771.5**

Adopted Resolution No. 62-14 Approving The Labor Compliance Program Pursuant To California Labor Code Section 1771.5  
 Co/Wi Motion Carried

**ACTION TAKEN**

11. Program Supplement Agreement for improvements/beautification of the south side of Tehachapi Boulevard between Snyder Ave. and Dennison Road – **ENGINEER, JAY SCHLOSSER, GAVE REPORT; ADOPTED RESOLUTION NO. 63-14 AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 020-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. RPSTPLE-5184(022)**

Adopted Resolution No. 63-14 Authorizing The Mayor To Sign And Execute Program Supplement Agreement No. 020-N To Administering Agency-State Master Agreement No. 09-5184r, Project No. Rpstple-5184(022) Wi/Co Motion Carried

12. Notice of Acceptance for Irrevocable Offer of Dedication for ingress, egress, and road purposes from parcel 2 of lot line adjustment 2002-06 – **ENGINEER, JAY SCHLOSSER, GAVE REPORT; ACCEPTED THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZED THE MAYOR TO SIGN A NOTICE OF ACCEPTANCE AND REQUESTED STAFF TO RECORD SAME**

Accepted The Irrevocable Offer Of Dedication As Proposed, Authorized The Mayor To Sign A Notice Of Acceptance And Requested Staff To Record Same Co/Wi Motion Carried

**ASSISTANT CITY MANAGER REPORTS**

\*13. Building Inspector Job Description – **APPROVED THE UPDATED BUILDING INSPECTOR JOB DESCRIPTION AND ASSOCIATED PAY SCALE**

Approved The Updated Building Inspector Job Description And Associated Pay Scale Co/Wi Motion Carried

**CITY MANAGER REPORTS**

\*14. Salary plan amendments to reflect minimum wage and other various classifications – **ADOPTED RESOLUTION NO. 64-14 AMENDING THE SALARY PLAN FOR CERTAIN POSITION CLASSIFICATIONS IN CITY SERVICE AND AMENDING RESOLUTION NO. 42-14**

Adopted Resolution No. 64-14 Amending The Salary Plan For Certain Position Classifications In City Service And Amending Resolution No. 42-14 Co/Wi Motion Carried

15. California Career Pathway Trust Grant – **VERBAL REPORT**

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

**ADJOURNMENT**

The City Council/Boards adjourned at 7:35 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, September 15, 2014, at 6:00p.m.

\_\_\_\_\_  
ASHLEY WHITMORE  
Deputy City Clerk

Approved this 15<sup>th</sup> day  
Of September, 2014.

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



# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: AW

CITY MANAGER: JMY

**MEETING DATE:** SEPTEMBER 15, 2014    **AGENDA SECTION:** CITY CLERK

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

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

**DATE:** SEPTEMBER 11, 2014

**SUBJECT:** AGREEMENT WITH KERN SECURITY FOR ALARM SERVICES AS 104 S. ROBINSON

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## BACKGROUND

As the council is aware, the City has been utilizing the facility at 104 South Robinson Street for storage of City records. At this time, we feel the installation of an alarm for security purposes is appropriate. The cost for installation is \$1,989.00, with a monthly fee thereafter of \$45.00.

## RECOMMENDATION

**APPROVE THE AGREEMENT WITH KERN SECURITY & FIRE SYSTEMS FOR ALARM INSTALLATION AND SERVICES AS 104 SOUTH ROBINSON STREET AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY MANAGER AND CITY ATTORNEY**

THIS AGREEMENT is made this 26th day of August, 2014, by and between KERN SECURITY & FIRE SYSTEMS, a California corporation hereinafter called "KSS" and City of Tehachapi Records hereinafter called "Subscriber".

(1) **INSTALLATION.** KSS agrees to install, or cause to be installed, and, if applicable, to provide monitoring and/or other services, without liability and not as an insurer, the security System, hereinafter sometimes referred to as the "System(s)", as set forth below. Installation location:

(address) 104 South Robinson Street (city) Tehachapi (state) CA (zip code) 93561- (phone number) (661) 822-2200

**Work To Be Completed**

Qty.	Item	Qty.	Item	Qty.	Item
1	CONTROL PANEL				
1	CELLULAR MODULE 3G-4G DMP				
1	KEYPAD LCD THINLINE - WHITE				
3	DOOR CONTACTS				
2	MOTION WIDE ANGLE 40LB PET				
1	INDOOR SIREN MG441PDS				

Approximate Installation Start Date: 10/01/2014 Approximate Installation Completion Date: 10/01/2014

Failure by KSS, without justification, to substantially commence work within 20 days from the approximate date specified above is a violation of the Alarm Company Act.

Includes:  Monitoring  Supervision  Service  Reports  Testing/Inspection  ELink  Alarm Response  Cellular Monitoring

**(2) TERM AND PAYMENT**

Subscriber hereby agrees to pay KSS, its agents or assigns, the total installation sum of \$1,989.00 including \$0.00 herewith and \$1,989.00 upon the completion of installation or at the option of SSD progress invoices will be billed and Subscriber agrees to pay within 25 days of the date of the invoice, and \$45.00 monthly, to be paid  Monthly;  Quarterly; or  Annually in Advance, for a period of sixty (60) Months from the date the above described work is completed unless otherwise stated. This agreement shall automatically renew itself for additional sixty (60) Month periods, at the then existing monthly rate unless either party shall notify the other, in writing, via certified mail, of its intention to terminate, not less than ninety (90) days prior to the expiration of the original term or any subsequent term thereafter.

**(3) BACK-UP ALARM COMMUNICATION:** Subscriber has been offered one or more of the following as a secondary means of system communication: Radio, Cellular, Internet and Landline, in the event Subscriber's primary systems communication fails for any reason or is sabotaged. If Subscriber has opted to decline this additional level of protection, Subscriber understand that SSD has no control over and accepts no responsibility for any Radio, Cellular, Internet or Landline transmission failures.

**(4) ALARM PERMIT FEES.** Subscriber understands that some cities may require an alarm permit and an application fee in order to legally operate the alarm System and receive police and/or fire department response. It is Subscriber's responsibility to contact the proper city office and obtain and pay for any such permit, as well as obtain and abide by the rules and guidelines pertaining to the use of their System.

**(5) TELEPHONE COMPANY CHARGES.** Any applicable telephone company connection fees, jack installation fees or related monthly charges are not included and will be billed separately by the phone provider or KSS. Calls to the 911 emergency operators cannot be made when the System is activated and some telephone services such as DSL may affect reliability and may require additional equipment in order for the alarm system to function properly. Therefore Subscriber may wish to have the System connected to a separate phone line. If Subscriber's telephone, cellular or internet service is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to KSS and the Central Station will not know of the service problem.

**(6) FIRE ALARM SYSTEMS.** Unless otherwise stated herein, any required periodic fire alarm testing is not included and will be billed on an hourly basis. Should any local fire authority now or in the future determine that modifications or additional equipment is necessary, this agreement will be modified as needed and Subscriber agrees to pay for any additional fees. Unless otherwise stated herein, any required engineered drawings, submittals, permit plan check fees and/or inspection fees are not included and will be paid by Subscriber. Subscriber agrees to reimburse KSS for any such expenses as well as all related labor at KSS's current labor rates. Subscriber agrees to comply with all applicable local and national fire alarm installation, testing and maintenance regulations. Subscriber authorizes KSS to perform any necessary services to conform to the above regulations and agrees to pay KSS for those mandatory services. Subscriber to provide two dedicated phone lines with RJ31X jacks and 120 VAC power at each Fire Alarm Control.

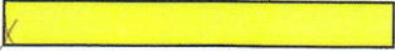
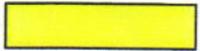
**(7) DISCLAIMER OF WARRANTIES.** KSS DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE ALARM SYSTEM OR SERVICES WILL PREVENT ANY LOSS; OR THAT THE ALARM SYSTEM OR SERVICES WILL PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. Subscriber acknowledges and agrees: that KSS has made no representations or warranties, express or implied, as to any matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose, nor has Subscriber relied on any representations or warranties, express or implied. Subscriber further acknowledges and agrees: that any affirmation or fact or promise shall not be deemed to create an express warranty, and that there are no warranties that extend beyond the face of this agreement hereof. Subscriber further acknowledges and agrees: that KSS is not an insurer; Subscriber assumes all risk of loss or damage to Subscriber's premises or to the contents thereof; and that subscriber has read and understands all of this agreement, particularly Paragraph 17 and 18 which set forth KSS's maximum liability in the event of any loss or damage to Subscriber or anyone else.

**(8) RECEIPT OF COPY.** Subscriber acknowledges receipt of a copy of all pages as referenced above.

TERMS AND CONDITIONS CONTAINED ON THE FOLLOWING PAGES OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE MADE A PART THEREOF. KERN SECURITY SYSTEMS, INC.

BY: Darrell Feliz Alarm Agent #: 72790

Sign BY:  DATE:   
(Authorized Signature)

APPROVED: \_\_\_\_\_ NAME:  TITLE: 

THIS AGREEMENT SHALL NOT BE BINDING UPON KSS UNLESS EITHER APPROVED IN WRITING BY AN AUTHORIZED ADMINISTRATOR OF KSS OR KSS BEGINS THE INSTALLATION OR COMMENCES SERVICE. IN THE EVENT OF FAILURE OF APPROVAL, KSS'S SOLE LIABILITY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO KSS UPON THE SIGNING OF THIS AGREEMENT LESS ANY COSTS INCURRED BY KSS. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY AN AUTHORIZED ADMINISTRATOR OF KSS AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

This Agreement may be executed and transmitted by facsimile, email, Adobe/PDF format, or other similar media, each of which shall be deemed an original signed by the transmitting party, the authenticity of which signature(s) shall be deemed to be affirmatively represented by the transmission.

**(9) INSTALLATION OF SYSTEM.** Subscriber will permit KSS to install the System(s) during KSS's normal business hours and will provide KSS uninterrupted access to Subscriber's premises. Subscriber warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System(s) under all conditions set forth herein. Subscriber has approved the locations of where all devices will be installed. Pricing provided is based on job site conditions allowing unobstructed access to all wire pathways and device locations throughout the facility. In the event site conditions change and impede the installation of the system, additional labor and materials may be required to complete the installation and will be chargeable to the subscriber. If the alarm System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. Subscriber will provide 24 hour -110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves etc.) that KSS deems reasonably necessary to facilitate the installation and operation of the System(s). Subscriber will provide adequate lighting for any CCTV System. Subscriber understands Camera protection is not intended to provide coverage beyond a limited field of view and that KSS has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, fog, rain, weather, distance, angle of view, blockage, power, etc. If telephone or utility services or wiring are necessary for the installation and operation of the System, Subscriber will provide them at Subscriber's expense. Subscriber has the affirmative duty to inform KSS, in writing, prior to beginning of installation, of every location at the premises where KSS should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, KSS will determine where to drill holes and place equipment. KSS will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be Subscriber's sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, KSS will cease work until Subscriber has, at Subscriber's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to KSS personnel. In no case shall KSS be liable for discovery or exposure of asbestos or other hazardous material. Upon completion of the System(s), Subscriber will thoroughly inspect the System(s) to verify that all equipment has been installed and is working properly. KSS will thoroughly instruct Subscriber in the proper use of the System. In the event there is a discrepancy the Subscriber will notify KSS, in writing via certified mail, within ten (10) days after completion; otherwise the System(s) will have been accepted by Subscriber. KSS assumes no liability for delay in installation or for interruption of service due to labor dispute, riots, power failures, insurrection, interruption of or unavailability of phone service, acts of God, bad weather, terrorism, delays caused by other trades or any other cause beyond the control of KSS and will not be required to supply service to Subscriber while interruption of service due to any such cause shall continue. In the event of any of the aforementioned delays, subscriber agrees to reimburse KSS for any additional costs that KSS may incur. Starting the installation of wiring or delivery of any equipment to your premises or initiating plan engineering of the system will constitute substantial commencement of the work to be performed.

**(10) OWNERSHIP OF SYSTEM.** (a) Unless otherwise indicated under clause (25), the entire System, including all devices, instruments, and all connections, wires, conduits and other materials associated therewith, except telephone company lines, is and shall at all times remain the sole property of KSS. Subscriber does hereby agree to protect the said equipment and to indemnify and pay to KSS the cost of repair or replacement for any loss or damage to KSS'S equipment including but not limited to loss by fire, earthquake, riots, flood, or other damage or destruction. At the conclusion of this agreement, including any renewal term, the equipment and wiring is not to be disturbed, removed or utilized by Subscriber or any third party unless KSS has agreed in writing to sell the System or wiring. Any unauthorized conversion of this equipment will be billed to Subscriber and Subscriber agrees to pay that bill upon demand. At the end of this agreement, Subscriber will permit KSS to remove all or any portion of the System and KSS may choose to abandon all or any portion of the System. (b) Where Subscriber purchases the alarm System, the digital communicator, yard signs and decals shall at all times remain the property of KSS, and may be removed by KSS unless Subscriber continues to subscribe to monitoring service. Subscriber will notify KSS via certified mail no later than 30 days in advance of any intention to vacate the premise or sell the property/business. Such event will not relieve the Subscriber of any other obligations hereunder.

**(11) REPAIR SERVICE.** Unless otherwise stated herein KSS will repair the System at no labor charge for a period of ninety (90) days, and will provide parts at no charge for a period of one (1) year. After the expiration of these time periods, all service calls will be billed on a time and material basis. Notwithstanding the above, repairs required because of Subscriber's misuse or abuse of the System or damage from an external source will be charged to Subscriber. Subscriber shall pay all charges, which may result from any alteration, remodeling, repair, or other change to Subscriber's premises. Additions to, or changes in or rearrangement of the space protection components, necessary by stock, fixture, or structural changes, which shall be necessary to retain the original protection provided shall be at Subscriber's expense. Additionally, miscellaneous fees beyond the control of KSS (i.e. parking, inspection, plan submittal or plan engineering fees) shall be billed to Subscriber. KSS and/or its subcontractor(s) shall be the sole provider of service and Subscriber agrees not to allow any other person to service or disturb any of the equipment or wiring during the term of this agreement. KSS's obligation hereunder relates solely to the described services and KSS is in no way obligated to maintain, repair, service, or to assure the operation of the property, System or any other device or devices of the Subscriber or of others to which KSS'S System may be attached or connected nor to repair or redecorate any portion of the Subscriber's premises upon removal of all or part of KSS'S System. Emergency service or service not performed on KSS's normal business days (Monday through Friday excluding holidays) between 8:00 am and 4:00 pm will be billed at premium rates.

**(12) TAXES, UTILITY CHARGES, OR MONTHLY CHARGES.** (a) Any sales tax, property tax or other tax has not been calculated into this agreement and Subscriber agrees to pay any such tax, fines and penalties relating to this agreement when due. If KSS pays any of the above, Subscriber agrees to reimburse KSS on demand and to pay KSS on demand a \$15.00 processing fee for each payment KSS makes on Subscriber's behalf. Subscriber also agrees to pay KSS, on demand, any filing and releasing fees prescribed by the Uniform Commercial Code or other law. (b) Notwithstanding the terms and conditions set forth herein, after the expiration of one (1) year from the date of completion of the above described work, KSS may at any time, increase the monthly service charges. Said increases are not to exceed an average of ten (10%) percent per year.

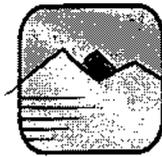
**(13) MONITORING SERVICE.** Unless given special verbal or written instruction to the contrary by Subscriber, or required otherwise by any governmental authority, when an alarm signal from the System is received, KSS's monitoring facility (the "Center") will attempt to telephone the proper police, fire department, private alarm response or other emergency personnel and the first available person on the Subscriber's emergency call list. When a non-emergency, trouble and/or supervisory signal is received, the Center will attempt to make contact at the site or with the first available person on the emergency call list but will not notify emergency authorities. To avoid false alarms, the Center may call Subscriber's premises first to determine if an actual emergency exists before calling any responders. If the Center has reason to believe that no actual emergency exists, it may choose not to place such notification calls. KSS may alter, amend, change or discontinue any part of this service if required to do so by governmental or insurance authorities. If any governmental agency requires or enacts verified response, any such fees related to this service, or private alarm response, will be billed to Subscriber who agrees to pay KSS for any such service. Under no circumstances shall any such event affect the validity or term(s) of this agreement.

**(14) SUBSCRIBER'S RESPONSIBILITIES.** (a) Subscriber shall carefully and properly set the burglar alarm System immediately prior to the closing of the premises and carefully test the System daily during the term of this agreement. In the event remote or battery operated devices are installed, subscriber is responsible for periodic testing and replacement of the batteries as necessary. In the event any defect in the operation of the System develops, Subscriber shall notify KSS and KSS will repair such defective condition as soon as possible after the receipt of said notice. In the event Subscriber shall cause an excessive number of false alarms through carelessness, or malicious or accidental use of the alarm, video or other monitored System(s) or in the event Subscriber shall in any manner misuse the System, it shall constitute a material breach of contract by Subscriber and KSS may, at its option, in addition to all other legal remedies, be excused from further performance upon giving ten (10) days notice to Subscriber. KSS'S excuse from performance will not affect KSS'S right to recover damages from Subscriber. Unless otherwise indicated, the Subscriber is solely responsible for all governmental fees, false alarm fines and excess data charges resulting from the use of the System. In the event a fine, penalty or fee shall be assessed against KSS by any governmental agency as a result of any false alarm originating from Subscriber's premises. Subscriber agrees to forthwith reimburse KSS for payment of said false alarm fine, penalty, excess data charges or fee. In the event KSS shall dispatch an agent to respond to a false alarm originating from Subscriber's premises, where Subscriber intentionally or negligently activates the alarm System and no emergency condition exists, then and in that event, Subscriber agrees to pay KSS for any such response at the then prevailing labor rate. (b) Subscriber agrees to furnish KSS a list of names, titles and emergency phone numbers of all persons authorized to enter the premises of the Subscriber during closed periods. Upon written request, such persons shall be supplied by KSS with a pass card. Upon request, Subscriber agrees to furnish KSS with a daily and holiday opening and closing schedule, in writing. All changes and revisions to the above shall be supplied to KSS in writing. Subscriber acknowledges and will inform its employees and associates of the fact that KSS may monitor and record telephone conversations to or from KSS facilities for documentation and quality assurance purposes. (c) Subscriber authorizes and directs KSS to cause the arrest of any persons on or around the premises unauthorized by the Subscriber to enter the premises of Subscriber and to hold such persons until released by Subscriber or his known representative and in such case, Subscriber agrees to indemnify KSS and to hold KSS harmless against any liability or expense resulting from any such action on the part of KSS or its representative in carrying out the aforesaid instructions. (d) Where any device or protection is supplied, including but not limited to space protection, which is affected by turbulence of air or other disturbing conditions, Subscriber agrees to turn off or remove all things, animate or inanimate, including but not limited to all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats and any other source of air turbulence or movement which may interfere with the effectiveness of the System while the System is on. In the event of a power failure or other interruption, at Subscriber's premises, Subscriber shall immediately notify KSS.

# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: hthomas  
 Printed: 9/10/2014 - 3:34 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	50208318	PW/Industrial Acetylene	136.03
		Check Total:	136.03
		Vendor Total:	136.03
0027	Atco International		
Check No:	0	Check Date:	
	10412862	Swr/4-Pursuit-94	148.78
	10412862 UT	Use Tax	-10.38
		Check Total:	138.40
		Vendor Total:	138.40
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B180939-1	Wtr/samples/Dennison/Wahlstrom/Pinon Wells	175.00
	B180939-2	Wtr/samples/221 S Hayes/1317 Fair Oak/1305 A	36.00
	B181392	Wtr/samples/Dennison & Mojave Wells	30.00
	B181418	Swr/Influent & Effluent samples	325.00
	B181428	Wtr/samples/Curry Resv	15.00
	B181429	Wtr/samples/Mojave & Dennison wells	30.00
	B181660	Wtr/samples/Curry Resv	15.00
	B181661	Wtr/samples/Mojave & Dennison wells	30.00
		Check Total:	656.00
		Vendor Total:	656.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0070911	Swr/3rd Quarter 2014 monitoring	4,000.00
	A418310	Swr/Effluent Analysis August	150.00
	A418480	Swr/Biosolids Analysis August	1,548.00
		Check Total:	5,698.00
		Vendor Total:	5,698.00
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	4718	Parking Activity for July 2014	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0276	Martin & Chapman Company		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	2014398	CC/2 reams minute book 8.5 x 11 paper	227.65
		Check Total:	227.65
		Vendor Total:	227.65
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140160496	Swr/dust mop & mats	39.30
		Check Total:	39.30
		Vendor Total:	39.30
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0275118	Wtr/Chev Superla WH Oil 21 (NRD)	1,882.13
	0275191	PW/unleaded & diesel fuel	1,032.42
	0275411	PW/Unleaded & diesel fuel	1,307.10
	0275605	PW/Unleaded & diesel fuel	876.60
		Check Total:	5,098.25
		Vendor Total:	5,098.25
0429	Tehachapi Valley Healthcare		
Check No:	0	Check Date:	
	315479	GG/Pre-employment Lab- S Wier	167.41
		Check Total:	167.41
		Vendor Total:	167.41
0431	Tehachapi News		
Check No:	0	Check Date:	
	13595116	GG/Mountain Festival 6x12.5 ad	749.00
	13621581	Notice inviting seal/bicycle master plan 1x23.69	261.25
	13622896	Notice of public hearing 1x9.802 ad	105.00
	13625232	GG/Teh City Council/integrated waste mgm	57.50
		Check Total:	1,172.75
		Vendor Total:	1,172.75
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	133923-0	PD/26-Stack chairs/5-1 touch tables & panels/ffc	2,981.05
	133923-1	PD/5-One touch tables & modesty panels/freight	3,204.48
	134019-0-1	Fin/folders/lables	27.39
	134019-0-2	GG/Binder clips	5.43
	134021-0	GG/Copy paper/multipurpose paper	41.90
	134035-0	GG/1 ream 8 1/2 x 14 copy paper-WWTP	7.51
	134075-0	GG/Binder "1 white w/view	32.09
	134080-0	GG/calcul tape/bulk clr lables	137.18
	134081-0	PD/3- Blk HP/3-Triclr Ink Cartridges/2-High yie	105.31
	134081-1	PD/HP ink cartridges	164.81
	134085-0	PD/black 3 hole punch	21.49
	134112-0	CD/HP triclr ink cartridge	45.62
	134117-0	Fin/sorter/1/3 cut manilla folders	45.46
	134156-0	Fin/window envelopes/blk phone rest	54.24
	C133569-0	PD/return/chsel staples	-2.54
	C133954-0	GG/Return Legal copy paper	-53.74

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	6,817.68
		Vendor Total:	6,817.68
0485	McMaster-Carr Supply Company		
Check No:	0	Check Date:	
	10066404	PW/fitings/pipe/weld-on Tie Down Ring & pipe	193.31
		Check Total:	193.31
		Vendor Total:	193.31
0585	Terry J. Warsaw M.D.		
Check No:	0	Check Date:	
	37187CA9	GG/employment physical/S Wier	150.00
		Check Total:	150.00
		Vendor Total:	150.00
0621	McMor Chlorination Inc.		
Check No:	0	Check Date:	
	7913	Wtr/Disinfection of Pinion well	479.00
		Check Total:	479.00
		Vendor Total:	479.00
0832	ACWA/JPIA		
Check No:	0	Check Date:	
	0308308-1	Medical/October 2014	73,009.06
	0308308-2	Dental/October 2014	8,726.44
	0308308-3	Vision/October 2014	1,146.78
	0308308-4	Life/October 2014	1,443.91
	0308308-5	Dental/Adjustment October 2014	-391.96
	0308308-6	Vision/Adjustment October 2014	-63.54
	0308308-7	Life/Adjustment October 2014	-120.30
		Check Total:	83,750.39
		Vendor Total:	83,750.39
0842	Kern Regional Transit		
Check No:	0	Check Date:	
	07302014-1	Dial-A-Ride/Operation Costs/July 2014	11,323.02
	07302014-2	Dial-A-Ride/Less Farebox rev/July 2014	-306.16
	07302014-3	Dial-A-Ride/Operation Costs Sat/July 2014	992.92
	07302014-4	Dial-A-Ride/Less Farebox rev Sat/July 2014	-31.06
		Check Total:	11,978.72
		Vendor Total:	11,978.72
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date:	
	104573	Strts/broom sweeping service 08/14	8,640.00
		Check Total:	8,640.00
		Vendor Total:	8,640.00
1034	Hinderliter deLamas & Associates		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	0022729-IN	GG/Contract services-sales tax 3rd quarter	982.90
		Check Total:	982.90
		Vendor Total:	982.90
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4542	War Bird/4-full color Fly-in posters 35 1/2 x 23	107.50
	4544	PD/100-patches	559.00
		Check Total:	666.50
		Vendor Total:	666.50
1149	GAVEA		
Check No:	0	Check Date:	
	1238	CD/Pledge/Business Retent & Expan Round-Up	750.00
		Check Total:	750.00
		Vendor Total:	750.00
1286	M&M's Sports Uniforms & Embroide		
Check No:	0	Check Date:	
	31963	Standard cast plaque/Loyalty Above all Else	234.67
		Check Total:	234.67
		Vendor Total:	234.67
1658	Springbrook Software Inc.		
Check No:	0	Check Date:	
	1351	Fin/V7 Inter-version upgrade/cloud contract	1,724.85
	CM768	Fin/credit/over payment custom-new billing state	-450.00
	INV29068	Fin/Cloud srvc annual fee 08/21/14 -08/20/15	3,240.00
	INV29139	Fin/Monthly web payments-August 2014	250.35
		Check Total:	4,765.20
		Vendor Total:	4,765.20
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	036741/1	GG/Fresh arrangement/I Perkins/Sympathy	53.75
	036747/1	GG/Green plant/Chloes/Business gifts	48.38
		Check Total:	102.13
		Vendor Total:	102.13
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	418340	GG/Bi-monthly service/115 S Robinson St	72.00
	418566-1	Air/pest control 314 N Hayes & 100 Commercia	138.75
	418566-2	Constr/pest control 314 N Hayes & 100 Commer	46.25
		Check Total:	257.00
		Vendor Total:	257.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12118-1	GG/City Offices	48.02

Vendor	Invoice No	Line Description	Check Amount
	12118-10	Strts/South Curry	222.50
	12118-11	LLD/Heritage Oak	843.12
	12118-12	LLD/KB Tr-Dennison	3,524.54
	12118-13	Strts/Street trees	10.09
	12118-14	Strts/Dennison Street	704.20
	12118-15	LLD/Clear View	314.65
	12118-16	Parks/Pioneer park	541.45
	12118-17	GG/Old Town Planters	80.15
	12118-18	LLD/mill street cottages	24.09
	12118-19	Parks/Robinson Park	493.30
	12118-2	GG/Market Place & Union Pacific	215.91
	12118-20	GG/Taco Samich & Wall	27.48
	12118-21	GG/Senior Center	102.57
	12118-22	Depot/Railroad	124.59
	12118-23	GG/Phase 4 downtown planters	33.95
	12118-24	LLD/Red Barn	86.22
	12118-25	LLD/Red Barn Phase	7.00
	12118-26	GG/Robinson parking lot	24.45
	12118-27	LLD/Alta/Warrior Park-new addition 1/1/14	1,564.62
	12118-28	PD/Police Department	33.75
	12118-3	Strts/Mill St Islands	415.98
	12118-4	Strts/Capitol Hills-South Island	263.91
	12118-5	LLD/Manzanita Park	706.41
	12118-6	LLD/KB Tr-Highline LMD	500.85
	12118-7	LLD/Alta Tract/Warrior Park	4,367.95
	12118-8	LLD/All planters-Highline & tract perimeters	1,534.02
	12118-9	LLD/Alta Parkway Lawns	171.51
	12119-1	GG/Mar Pl/Un Pac	1.35
	12119-10	LLD/Heritage Oaks	13.48
	12119-11	LLD/KB/Dennison	28.29
	12119-12	Strts/Dennison St	4.04
	12119-13	LLD/Clear view	1.35
	12119-14	Parks/Pioneer Park	4.04
	12119-15	GG/Old Town Planter	0.67
	12119-16	LLD/Mill Street Cottages	0.67
	12119-17	LLD/Alta/Warrior Park-new addition	14.82
	12119-18	Parks/Robinson Park	1.35
	12119-19	GG/Taco Samich	0.67
	12119-2	Strts/Mill Street island	4.04
	12119-20	GG/Senior Center	0.67
	12119-21	Depot/Railroad	2.69
	12119-22	GG/Robinson Parking lot	0.67
	12119-23	GG/Phase 4 downtown planters	0.67
	12119-24	LLD/Red Barn	0.67
	12119-25	LLD/Red Barn 2	0.67
	12119-3	Strts/Capital Hills	2.69
	12119-4	LLD/Manzanita Park	4.04
	12119-5	LLD/KB tr- Highline	1.35
	12119-6	LLD/Alta tr/Warrior Park	26.94
	12119-7	LLD/Alta Parkway lawns	2.69
	12119-8	LLD/Alta planters-Highline & tract	13.47
	12119-9	Strts/South Curry	2.69

Check Total: 17,121.96

Vendor Total: 17,121.96

1743 County of Kern Department of Agricu

Check No: 0 Check Date:

Vendor	Invoice No	Line Description	Check Amount
	08272014	Air/annual DMS admin fees	142.20
		Check Total:	142.20
		Vendor Total:	142.20
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	C734702	Wtr/6-5/8x3/4x7 meter resetter/6-1x10 meter res	1,629.40
	C850928	Land/4x7-1/2 clamp	381.44
	C858788	Land/1-1/4 X 1-1/16 Box Wrench	61.76
	C878710	Land/3x7-1/2 clamp	425.86
	C887627	Wtr/1x3 redi-clamp	901.18
	C887641	Wtr/1x300' IPS PE Tubing 200 PSI	383.78
		Check Total:	3,783.42
		Vendor Total:	3,783.42
1851	AT&T		
Check No:	0	Check Date:	
	09012014	GG/white page account	13.40
		Check Total:	13.40
		Vendor Total:	13.40
1856	Jackie Wood Photography		
Check No:	0	Check Date:	
	09092014	GG/sitting fee & 8 x10/K Kroeger	75.25
		Check Total:	75.25
		Vendor Total:	75.25
1982	SSD Systems		
Check No:	0	Check Date:	
	367517-S-1	Constr/Overhead Door Contact	25.80
	367517-S-2	Air/Overhead Door Contact	25.80
		Check Total:	51.60
		Vendor Total:	51.60
2010	Griffith Company		
Check No:	0	Check Date:	
	R12009-3	Surts/Tehachapi Bl Rehab proj Ph II	47,695.70
		Check Total:	47,695.70
		Vendor Total:	47,695.70
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	821222	PD/MC Lamp/freight	15.48
		Check Total:	15.48
		Vendor Total:	15.48
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	SEP3818	GG/water cooler rental-September	26.95

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	26.95
		Vendor Total:	26.95
2168	George Sandy		
Check No:	0	Check Date:	
	08282014	Wtr/Meter 4745921 refund/G Sandy	792.59
		Check Total:	792.59
		Vendor Total:	792.59
2200	Argo Chemical		
Check No:	0	Check Date:	
	1408181	Wtr/Chlor Sol 12.5% NSF/CA mill assess/freigh	1,088.10
		Check Total:	1,088.10
		Vendor Total:	1,088.10
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1402440-1	Ref/postage	215.70
	DP1402440-2	Wtr/postage	431.40
	DP1402440-3	Swr/postage	431.40
	DP1402440-4	Ref/printing	106.20
	DP1402440-5	Wtr/printing	212.40
	DP1402440-6	Swr/printing	212.40
		Check Total:	1,609.50
		Vendor Total:	1,609.50
2589	Jerome's Tractor Service		
Check No:	0	Check Date:	
	C-14-472	PW/Fee/tractor labor	335.00
		Check Total:	335.00
		Vendor Total:	335.00
2636	Code3 IT		
Check No:	0	Check Date:	
	30370	IT/July 2014 monthly consulting fee	8,875.05
		Check Total:	8,875.05
		Vendor Total:	8,875.05
2707	MailFinance		
Check No:	0	Check Date:	
	H4866071	GG/Lease# H11061830/ 6-28-14 to 9-27-2014	454.50
		Check Total:	454.50
		Vendor Total:	454.50
2717	Wondries Fleet Group		
Check No:	0	Check Date:	
	082614-KK	PD/Ford Taurus Police INT	28,756.83
		Check Total:	28,756.83

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	28,756.83
2723	CCI Central Inc.		
Check No:	0	Check Date:	
	21138	GG/IM/IS 3/4 Ink Cartridge	193.02
		Check Total:	193.02
		Vendor Total:	193.02
2914	CivicPlus		
Check No:	0	Check Date:	
	150298	GG/Qtrly fee hosing & support	2,065.36
		Check Total:	2,065.36
		Vendor Total:	2,065.36
2963	AT&T		
Check No:	0	Check Date:	
	5635209	PD/telephone	178.97
		Check Total:	178.97
		Vendor Total:	178.97
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	179987	AD 89-2/ Fees Prof svcs through 7-31-14	2,237.54
	179988	AD 89-3/ Fees Prof svcs through 7-31-14	484.36
		Check Total:	2,721.90
		Vendor Total:	2,721.90
3051	Tehachapi Transmissions Inc.		
Check No:	0	Check Date:	
	6058	PD/Oil Change/2003 Crown Victoria Ford	39.94
	6091	PD/Oil Change/2001 Chevrolet Tahoe	48.44
		Check Total:	88.38
		Vendor Total:	88.38
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37467392	Event Center Infrastructure proj	13,607.00
	37467399	Tompkin Elem Improv/Curry Median	5,310.50
	37467403	Snyder Well Intertie project	1,155.02
	37467406	Challenger Dr Construction ph support	455.50
	37467408	Botanical Survey	205.50
	37467410	WWTP cost opinion update	730.00
	37467418	Effluent disposal operations report	1,480.00
	37467431	Freedom Plaza Project	10,109.21
		Check Total:	33,052.73
		Vendor Total:	33,052.73
3274	Bright House Networks		
Check No:	0	Check Date:	
	09022014	GG/Internet Services Sept-Oct 2014	198.16

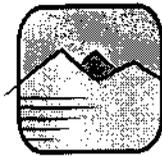
Vendor	Invoice No	Line Description	Check Amount
		Check Total:	198.16
		Vendor Total:	198.16
3355	Got Weeds?		
Check No:	0	Check Date:	
	666	Air/weed control & gardening 08/14	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
3360	Chief Supply		
Check No:	0	Check Date:	
	108771	PD/porelon fingerprint/CPR Lifeshield +/-Aeroso	150.32
	108771 UT	Use tax	-10.49
		Check Total:	139.83
		Vendor Total:	139.83
3579	TransUnion Risk and Alternative		
Check No:	0	Check Date:	
	09012014	PD/person search 08/14	7.50
		Check Total:	7.50
		Vendor Total:	7.50
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2382824	GG/Acct#300421002/115 S Robinson	35.00
		Check Total:	35.00
		Vendor Total:	35.00
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0814SS	GG/One time cleaning/104 S Robinson St 8/12/1	220.00
	COTC0914-1	GG/City Hall/Senior Center/September	1,340.00
	COTC0914-2	PD/September	1,950.00
	COTC0914-3	Depot/September	250.00
	COTC0914-4	Air/Lounge/Office/September	420.00
	COTC0914-5	Constr/September	140.00
	COTC0914-6	Swr/WWTP/September	530.00
		Check Total:	4,850.00
		Vendor Total:	4,850.00
3756	D.O.D. Construction		
Check No:	0	Check Date:	
	08282014	Wtr/Hydrant meter #4746134 refund/DOD	676.08
		Check Total:	676.08
		Vendor Total:	676.08
3763	CopWare, Inc		
Check No:	0	Check Date:	
	39397	PD/legal site & mobile app lic/Subcr 9/14-8/15	572.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	572.00
		Vendor Total:	572.00
3772	Melissa Theveilius	Check Date:	
Check No:	0	Reimbursement bus tax cert/3 quarters	168.75
	09082014		
		Check Total:	168.75
		Vendor Total:	168.75
		Report Total:	289,986.50

# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: hthomas  
 Printed: 9/10/2014 - 3:53 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0426	Tehachapi-Cummings County Water L		
Check No:	0	Check Date:	
	14-057	LLD/Adj billing Oct13 & Jan-Jun 2014/broken r	5,744.81
		Check Total:	5,744.81
		Vendor Total:	5,744.81
0842	Kern Regional Transit		
Check No:	0	Check Date:	
	06302014-1	Dial-A-Ride/Operation costs/June 2014	10,462.16
	06302014-2	Dial-A-Ride/Farebox Revenue/June 2014	-301.79
	06302014-3	Dial-A-Ride/Operation costs Sat/June 2014	1,021.06
	06302014-4	Dial-A-Ride/Farebox Sat Revenue/June 2014	-35.06
		Check Total:	11,146.37
		Vendor Total:	11,146.37
3293	Central Valley Foam Experts Inc.		
Check No:	0	Check Date:	
	2908F	PW/Museum roof repair	250.00
		Check Total:	250.00
		Vendor Total:	250.00
3773	Tehachapi Hospital		
Check No:	0	Check Date:	
	09092014-1	CD/refund/duplicate billed plan ck & engineerin	8,572.71
	09092014-2	Refund/duplicate billed plan ck & engineering fe	1,285.91
		Check Total:	9,858.62
		Vendor Total:	9,858.62
		Report Total:	26,999.80

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 8/28/2014 - 3:58 PM



			Check Amount
Check No:	41045	Check Date: 08/28/2014	
Vendor:	0610	Abate-A-Weed Inc.	
610532		Strts/Roundup promax 30 gal drum	1,267.42
			1,267.42
Check No:	41046	Check Date: 08/28/2014	
Vendor:	3611	AT&T National Compliance Center	
183491		PD/location activation fee/daily fee	350.00
			350.00
Check No:	41047	Check Date: 08/28/2014	
Vendor:	0030	The Bakersfield Californian	
13589961		GG/Ordinance #14-02 BWEB/full,TBC/full ad	354.18
			354.18
Check No:	41048	Check Date: 08/28/2014	
Vendor:	0061	BSK Associates	
A416268		Swr/Effluent July Analysis	150.00
			150.00
Check No:	41049	Check Date: 08/28/2014	
Vendor:	3732	Kristopher Roy Carlson	
08122014		Eng/rc-imbur/non contact cir tester/multi meter v	82.11
			82.11
Check No:	41050	Check Date: 08/28/2014	
Vendor:	3018	CDW Government Inc.	
NQ57140		9-HP computers/9-MS Office home & business	10,186.25
			10,186.25
Check No:	41051	Check Date: 08/28/2014	
Vendor:	1739	Chevron & Texaco Business Card Services	
41991045-1		PD/fleet vehicles fuel	8,039.71
41991045-2		GG/management/fleet vehicles fuel	386.75
			8,426.46
Check No:	41052	Check Date: 08/28/2014	
Vendor:	0503	Coastline Equipment	
195784		Swr/E-200 John Deer loader	786.26
			786.26
Check No:	41053	Check Date: 08/28/2014	
Vendor:	2776	Consolidated Electrical Dist.	
0351-452178		Parks/Traffic box/electrical	332.50
			332.50
Check No:	41054	Check Date: 08/28/2014	

Vendor:	2478	DataProse Inc.	
DP1402134-1		Wtr/Printing/toilet rebate inserts	1,049.56
DP1402134-2		Ref/Printing/toilet rebate inserts	105.36
DP1402134-3		Wtr/Printing/toilet rebate inserts	210.72
DP1402134-4		Swr/Printing/toilet rebate inserts	210.72
DP1402134-5		Ref/Postage/toilet rebate inserts	217.11
DP1402134-6		Wtr/Postage/toilet rebate inserts	434.24
DP1402134-7		Swr/Postage/toilet rebate inserts	434.24
			<hr/>
			2,661.95
Check No:	41055	Check Date:	08/28/2014
Vendor:	3761	Bob Hurst	
08212014		Gran Fondo/refund	60.00
			<hr/>
			60.00
Check No:	41056	Check Date:	08/28/2014
Vendor:	3256	Kern County Fire Department	
15-000005		GG/SR28-14 Standby-Fireworks Display	297.50
			<hr/>
			297.50
Check No:	41057	Check Date:	08/28/2014
Vendor:	3217	Office Depot	
705500628001-1		GG/7-Box,64 litre, clear	119.12
705500628001-2		PD/dry markers	7.92
			<hr/>
			127.04
Check No:	41058	Check Date:	08/28/2014
Vendor:	0381	City of Shafter	
08262014		GG/KCAC Dinner mtg/Greg/Phil/Susan	75.00
			<hr/>
			75.00
Check No:	41059	Check Date:	08/28/2014
Vendor:	0431	Tehachapi News	
13574617		CC/Notice of Electionno ad 1x4.469	45.00
13577674		PW/Part Time laborer ad	168.00
13590424		GG/Ordinance #14-02 ad 1x13.69	148.75
			<hr/>
			361.75
Check No:	41060	Check Date:	08/28/2014
Vendor:	3011	Verizon Wireless	
9729556540		PD/Mobile broadband	576.54
9730350179		GG/Mobile broadband/C Kirk	37.99
9730350179-2		Fin/Mobile broadband/H Chung	29.63
9730350179-3		Wtr/Mobile broadband/J Curry	30.00
9730559173-1		GG/Mobile broadband/C Coordinator	37.99
9730559173-2		Air/Mobile broadband	37.99
9730559173-3		Air/Mobile broadband/A Whitmore	37.99
9730559173-4		Air/Mobile broadband/T Glasgow	29.63
9730559173-5		PW/Mobile broadband/Director	29.63
9730559173-6		GG/Mobile broadband/J Schlosser	29.63
9730559173-7		CD/Mobile broadband/D James	37.99
9730559173-8		Wtr/Mobile broadband/J Curry	15.00
9730559173-9		Swr/Mobile broadband/J Curry	15.00
			<hr/>
			945.01
Check No:	41061	Check Date:	08/28/2014
Vendor:	0441	Vulcan Materials Company Western Division	

Check Amount

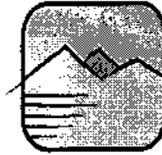
---

70447010	Event Ctr/SSK AE/buckeye fiber/omaha tan/fecs	457.14
		<hr/>
		457.14
		<hr/>
	Date Totals:	26,920.57
		<hr/>
		<hr/>
	Report Total:	26,920.57
		<hr/>
		<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: lthomas  
Printed: 8/28/2014 - 5:23 PM



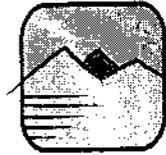
CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	41062	Check Date: 08/28/2014	
Vendor:	0061	BSK Associates	
A413943		Swr/Effluent Analysis June	150.00
			<hr/> 150.00
Check No:	41063	Check Date: 08/28/2014	
Vendor:	2010	Griffith Company	
R12009-2		Strts/Teh BI Rehabilitation Proj Phase II	278,209.95
			<hr/> 278,209.95
Check No:	41064	Check Date: 08/28/2014	
Vendor:	2994	Richards Watson & Gershon	
197256		GG/legal fees/through 6/30/14/school district	50.00
			<hr/> 50.00
Check No:	41065	Check Date: 08/28/2014	
Vendor:	1947	Tehachapi Lawn and Garden Equipment	
05192014		PW/Belt for Rider 9697	27.94
			<hr/> 27.94
Date Totals:			<hr/> <hr/> 278,437.89
Report Total:			<hr/> <hr/> 278,437.89

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 9/2/2014 - 4:26 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

Check Amount

Check No:	41066	Check Date:	09/02/2014	
Vendor:	3248	Three Way Automotive Group		
08282014		Swr/2015 Chevrolet Silverado/1GB0KUEG0FZ		33,884.57
				<hr/>
				33,884.57
				<hr/>
			Date Totals:	33,884.57
				<hr/>
				<hr/>
			Report Total:	33,884.57
				<hr/>
				<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 9/2/2014 - 4:29 PM



			Check Amount
Check No:	41067	Check Date: 09/02/2014	
Vendor:	3762	California Highway Patrol	
09022014		Traffic Control Svcs/GranFondo	2,521.50
			<hr/>
			2,521.50
Check No:	41068	Check Date: 09/02/2014	
Vendor:	3191	Chriso's Tree Trimming	
1984		Strts/Clean up & removal of debris/westside Eat	2,825.00
			<hr/>
			2,825.00
Check No:	41069	Check Date: 09/02/2014	
Vendor:	3756	D.O.D. Construction	
R13008-1		Pinon & Curry SR2S/Estimate No 1	85,313.80
			<hr/>
			85,313.80
Date Totals:			90,660.30
			<hr/>
Report Total:			90,660.30
			<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 9/3/2014 - 2:44 PM



			Check Amount
Check No:	41070	Check Date: 09/03/2014	
Vendor:	2960	A-1 Air Conditioning & Heating	
1277		Swr/repair copper line/evac sys & recharg freon :	424.00
			424.00
Check No:	41071	Check Date: 09/03/2014	
Vendor:	3664	ACCAPS c/o Duviet Rodriguez	
08192014		Coun/2014 Annual conference/Ed Grimes	200.00
			200.00
Check No:	41072	Check Date: 09/03/2014	
Vendor:	0525	All American Tire & Service Center LLC	
07302014		PW/4-tires/balance 2004 Chev Silverado	595.79
			595.79
Check No:	41073	Check Date: 09/03/2014	
Vendor:	1037	Antelope Valley Press	
08202014		GG/Welcome kern banner page ad	82.00
			82.00
Check No:	41074	Check Date: 09/03/2014	
Vendor:	2200	Argo Chemical	
1408018		Wtr/Argo-Chlor sol 12.55 NSF/CA mill Assessr:	1,176.80
			1,176.80
Check No:	41075	Check Date: 09/03/2014	
Vendor:	2963	AT&T	
5633978		Swr/WWTP office	103.25
5633979		Swr/ lift station	16.68
5633980		GG/ City Hall Fax	59.98
5633981		Air/awos	16.37
5633982		PW/DSL Fax	31.55
5633983		Air/Fuel system	16.68
5633986		Swr/scada	96.67
5634843		Depot	48.19
5635158		LLD/1002 Applewood Auto dialer @ sump	16.68
5635210		PD/Telephone	41.44
5644984		PD/T1 line	305.79
5658480		PD/subscriber access linc	178.97
			932.25
Check No:	41076	Check Date: 09/03/2014	
Vendor:	0027	Atco International	
10412097		LLD/Pursuit-94	355.83
10412097 UT		Use Tax	-24.83
			331.00

Check No:	41077	Check Date:	09/03/2014	
Vendor:	1912	Bakersfield Well & Pump Company		
07312014		Wtr/100 HP DWT/Pinion Well		63,300.00
				<hr/>
				63,300.00
Check No:	41078	Check Date:	09/03/2014	
Vendor:	1724	Banks Pest Control Inc.		
116219		PD/Ant, roach, S/F, B/W, mice, flea		95.00
				<hr/>
				95.00
Check No:	41079	Check Date:	09/03/2014	
Vendor:	0035	BC Laboratories Inc.		
B179376		Swr/samples/influent/Effluent		325.00
B179378		Wtr/samples/Curry Resv		15.00
B179379		Wtr/samples/Dennison & Mojave		30.00
B179949		Swr/samples/Influent/Effluent		325.00
B179950		Wtr/Dennison & Mojave		30.00
B179951		Wtr/Curry Resv		15.00
B180353-1		Wtr/samples/Mojave Well/In House PW		50.00
B180353-2		Wtr/samples/Oakwood/Brentwood/Tanglewood		36.00
B180700		Swr/samples/Influent/Effluent		325.00
B180701		Wtr/samples/Curry Resv		15.00
B180702		Wtr/samples/Dennison & Mojave		30.00
				<hr/>
				1,196.00
Check No:	41080	Check Date:	09/03/2014	
Vendor:	1505	Benz Construction Services		
2371871		PW/Acct#966755300		55.75
2373615		GG/Acct# 365420501/Central Park/roll off svcs-		133.04
				<hr/>
				188.79
Check No:	41081	Check Date:	09/03/2014	
Vendor:	3645	Blueprint Service		
820996		ENG/Bamboo tri-scale engineer/black/white sca		64.02
				<hr/>
				64.02
Check No:	41082	Check Date:	09/03/2014	
Vendor:	3755	BrainStorm Inc		
27210		QuickHelp Subscr/Enterprise-1yr		1,250.00
				<hr/>
				1,250.00
Check No:	41083	Check Date:	09/03/2014	
Vendor:	0543	BSE Rents		
24831		Constr/Breakaway kit/battery 12V		67.83
				<hr/>
				67.83
Check No:	41084	Check Date:	09/03/2014	
Vendor:	3018	CDW Government Inc.		
NR77195		PAN 15-3340M 500GB 4GB W7		2,045.50
				<hr/>
				2,045.50
Check No:	41085	Check Date:	09/03/2014	
Vendor:	3360	Chief Supply		
100023		PD/Nik test/hobbie str/SEMP/NCAD/handcuff		765.62
100023-UT		Use Tax		-53.42
				<hr/>
				712.20

Check No:	41086	Check Date:	09/03/2014	
Vendor:	3191	Chriso's Tree Trimming		
1930		PW/665 W Tehach Blvd/removal lg Willow tree		1,675.00
				<hr/>
				1,675.00
Check No:	41087	Check Date:	09/03/2014	
Vendor:	1032	Jack Davenport Sweeping Services Inc.		
104074		Strts/broom sweeping service 07/2014		8,640.00
				<hr/>
				8,640.00
Check No:	41088	Check Date:	09/03/2014	
Vendor:	3709	dooley enterprises inc.		
50339		PD/pellets/slugs/S&W 165gr fl meta/180gr jacke		1,933.06
				<hr/>
				1,933.06
Check No:	41089	Check Date:	09/03/2014	
Vendor:	2752	Fastenal Company		
CATEH5186		Swr/12" Rough PVC Glvs/pr		4.89
CATEH5299-1		Wtr/BG86490/L Glv Pr/knee pad/coverall/glove		79.57
CATEH5299-2		Swr/BG86490/L Glv Pr/knee pad/coverall/glove		119.35
CATEH5391-1		Wtr/QWKSTK PchTeaSF/GrapeQwK STK S		25.81
CATEH5391-2		Swr/QWKSTK PchTeaSF/GrapeQwK STK S		25.80
				<hr/>
				255.42
Check No:	41090	Check Date:	09/03/2014	
Vendor:	0155	FedEx		
2-750-93855-1		CD/Studio 1 Architects /J Gill FAIA Principal		52.23
2-750-93855-2		CD/Studio 1 Architects /J Gill FAIA Principal		27.10
				<hr/>
				79.33
Check No:	41091	Check Date:	09/03/2014	
Vendor:	3550	Granite Construction Company		
671608		Wtr/#8-washedsand (1781)		595.75
				<hr/>
				595.75
Check No:	41092	Check Date:	09/03/2014	
Vendor:	1801	HD Supply Waterworks LTD		
C696034		Wtr/Dual mtr box/Rein. conc.lid m/wtr		276.64
C721725		Wtr/1x3 Redi-clamp		38.31
C760801		Wtr/Credit-3/4x100' JPS PE tubing 200 PSI		-41.93
C784336		Wtr/20-3x20' PVC SCH80 Gray pipe SWB & m		304.87
C784472		Wtr/Adapter for WFG 500/600 & wire pulling s		144.36
				<hr/>
				722.25
Check No:	41093	Check Date:	09/03/2014	
Vendor:	3503	Hercules Incorporated		
130889613		Swr/Praestol K 148 L IBC 1000L		3,731.87
				<hr/>
				3,731.87
Check No:	41094	Check Date:	09/03/2014	
Vendor:	3657	Wiley D. Hughes Surveying Inc.		
14-2682		ENG/Leg desc & plat for public bike & pedest p		725.00
				<hr/>
				725.00
Check No:	41095	Check Date:	09/03/2014	
Vendor:	2589	Jerome's Tractor Service		
C-14-471		PW/weed abatement/fees/labor/trips to dump/tra		3,282.85

			Check Amount
			3,282.85
Check No:	41096	Check Date: 09/03/2014	
Vendor:	0218	Jims Supply Company Inc.	
118564		Air/1" steel bar for horse shoe pit	141.81
			141.81
Check No:	41097	Check Date: 09/03/2014	
Vendor:	0249	K Mart	
9102		Swr/MRC 12CP SW A	18.26
			18.26
Check No:	41098	Check Date: 09/03/2014	
Vendor:	0241	Kern Bros. Trucking Inc.	
66122		Wtr/K-58/plaster sand	418.50
			418.50
Check No:	41099	Check Date: 09/03/2014	
Vendor:	0560	Kern Machinery	
101-178496		Air/Parts/operator's & technical manuals	285.14
			285.14
Check No:	41100	Check Date: 09/03/2014	
Vendor:	1413	Kern Turf Supply Inc.	
327025		Strts/35-533 series bubbler, flood	37.25
872376-1		Strts/Credit 35-533 series bubbler, flood	-37.25
872376-2		Strts/35-1300 Full circle bubbler	26.87
			26.87
Check No:	41101	Check Date: 09/03/2014	
Vendor:	3746	KGET 17	
1813664		GG/Gran Fondo	100.00
			100.00
Check No:	41102	Check Date: 09/03/2014	
Vendor:	0263	Lebeau Thelen LLP	
22		GG/Broome Family Trust Litigation	4,108.46
38		GG/Walmart CEQA litigation	1,007.00
			5,115.46
Check No:	41103	Check Date: 09/03/2014	
Vendor:	0260	Liebert Cassidy Whitmore	
1391330		PD/Graff & Disney Lit-legal svcs to 7/31/14	3,145.20
1391331		GG/negotiations 2014/legal svcs to 7/31/14	2,881.00
			6,026.20
Check No:	41104	Check Date: 09/03/2014	
Vendor:	1286	M&M's Sports Uniforms & Embroidery	
31695		ENG/19- Shirts with city logo	153.19
31765		PD/20"Black tie/silver tie bar	15.03
31783-1		Wtr/shirts/embroidery	579.74
31783-2		Swtr/shirts/embroidery	432.49
31783-3		PW/shirts/embroidery	642.76
31783-4		Constr/shirts/embroidery	297.62
31783-5		Land/shirts/embroidery	143.83
31792		Public benches/bronze plaque/J Hasselbrink	234.67
31794		PD/Sew on shoulder patches/5 shirts	55.63

31839	GG/shirts/embroidery		22.58
			<hr/>
			2,577.54
Check No:	41105	Check Date: 09/03/2014	
Vendor:	1055	Mercury Graphics	
4532		PD/door logo& roof numbers/2014 Ford Explor	938.48
4534		GG/door hangers/water conserv	333.25
4535		GG/City Council color banners/parade	198.88
4537		War Bird/posters	102.13
			<hr/>
			1,572.74
Check No:	41106	Check Date: 09/03/2014	
Vendor:	0300	Mission Linen & Uniform Service	
140148600		PW/linen maintenance	99.10
140152572		PW/linen maintenance	104.52
140153912		PW/linen maintenance	99.10
140155221		PW/linen maintenance	104.52
140155222		PW/dust mop/2-3x4 mats/3-3x10 mats	39.30
140156550		PW/linen maintenance	99.10
140156551		Swr/dust mop/2-3x4 mats/3-3x10 mats	39.30
140157862		PW/linen maintenance	104.52
140157863		Swr/dust mop/2-3x4 mats/3-3x10 mats	39.30
			<hr/>
			728.76
Check No:	41107	Check Date: 09/03/2014	
Vendor:	0304	Mojave Sanitation	
2373218		Swr/Acct#975428801/800 Enterprise/Storage co	85.00
2373218		Swr/Acct#975428801/800 Enterprise/Storage co	132.23
2373323		Swr/Acct#965528800/800 Enterprise/3yd bin/fer	132.23
2373525		PW/Acct#310163000/trailer	29.76
			<hr/>
			379.22
Check No:	41108	Check Date: 09/03/2014	
Vendor:	3004	Motor City Auto Center	
695187		PW/Snow plow/replace heater switch& missing	404.76
698610		Wtr/12570800 BODY	240.27
GCCS693030		Wtr/07 GMC Sierra/electrical diag/air bag light	214.88
			<hr/>
			859.91
Check No:	41109	Check Date: 09/03/2014	
Vendor:	0620	Mountain Gardens Nursery	
58074		PW/Monterey Once a Yc	49.44
			<hr/>
			49.44
Check No:	41110	Check Date: 09/03/2014	
Vendor:	3758	Omni Design Group, Inc	
30688		Professional Svc/129 E. F St/Tenant Improv/7-1-	4,000.00
			<hr/>
			4,000.00
Check No:	41111	Check Date: 09/03/2014	
Vendor:	2236	Pacific West Sound Inc.	
19633		GG/Rental CP Antennae/parade	215.00
			<hr/>
			215.00
Check No:	41112	Check Date: 09/03/2014	
Vendor:	3058	PIXSYM	
4172		GG/Conserve water vehicle magnets	374.84

			Check Amount
			374.84
Check No:	41113	Check Date: 09/03/2014	
Vendor:	3725	Powerstride Battery Co. Inc.	
83408		PW/Roller	52.68
			52.68
Check No:	41114	Check Date: 09/03/2014	
Vendor:	0015	211 Praxair Distribution Inc.	
49926479		PW/Industrial Acetylene	132.35
			132.35
Check No:	41115	Check Date: 09/03/2014	
Vendor:	1005	Quad Knopf Inc.	
76764		HSIP Tehach Blvd/Prof svcs 6/29/14-7/26/14	8,346.21
			8,346.21
Check No:	41116	Check Date: 09/03/2014	
Vendor:	0350	Ranch Service & Supply	
1078		Event Ctr/wire panels 5'16'-2x4	241.81
			241.81
Check No:	41117	Check Date: 09/03/2014	
Vendor:	3050	Rockwell Engineering & Equip. Co. Inc.	
14228		Swr/floats	345.83
			345.83
Check No:	41118	Check Date: 09/03/2014	
Vendor:	0362	RSI Petroleum Products	
0273968		PW/fuel	791.28
0274228		PW/fuel	1,730.14
0274451		PW/fuel	487.97
0274697		PW/fuel	1,159.36
0274944		PW/fuel	1,062.39
			5,231.14
Check No:	41119	Check Date: 09/03/2014	
Vendor:	0373	Thomas F. Schroeter Attorney @ Law	
08262014-1		GG/Legal Services-Sales Tax 7-28-14 to 8-24-14	773.50
08262014-2		Wtr/Legal Services 7-28-14 to 8-24-14	273.00
08262014-3		GG/Legal Services 7-28-14 to 8-24-14	3,341.00
08262014-4		PERS MI contribution August	-148.89
			4,238.61
Check No:	41120	Check Date: 09/03/2014	
Vendor:	0524	Scotts Auto Body Inc.	
08042014		PD/2 wheel align/2002 Crown Victoria	60.00
			60.00
Check No:	41121	Check Date: 09/03/2014	
Vendor:	3674	Secure On-Site Shredding	
2373192		Swr/Acct#300421004/750 Enterprise Way-July s	35.00
2373193		PD/220 West C St/shredding	35.00
			70.00
Check No:	41122	Check Date: 09/03/2014	
Vendor:	3173	Soto Tire & Wheels	

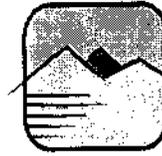
			Check Amount
08042014	PD/new tire/TE08		560.00
			<hr/> 560.00
Check No:	41123	Check Date: 09/03/2014	
Vendor:	1982	SSD Systems	
1035750-A-1	Air/314 Hayes St/burglar alarm service		36.75
1035750-A-10	GG/115 South Robinson/burglar alarm svc		34.65
1035750-A-2	Air/100 Commercial Way/burglar alarm service		17.33
1035750-A-3	Constr/100 Commercial Way/burglar alarm servi		17.32
1035750-A-4	PW/800 Enterprise Way/burglar alarm service		46.50
1035750-A-5	Swr/750 Enterprise Way/burglar alarm service		30.98
1035750-A-6	Wtr/750 Enterprise Way/burglar alarm service		30.97
1035750-A-7	Swr/750 Enterprise Way/burglar alarm svc-stora		25.73
1035750-A-8	Air/314 Hayes St/burglar alarm svc		23.10
1035750-A-8	Wtr/750 Enterprise Way/burglar alarm svc-stora		25.72
1035750-A-9	Depot/101 Tehachapi Blvd/burglar alarm svc		79.00
365417-S-1	Constr/trip charge		12.50
365417-S-2	Air/trip charge		12.50
			<hr/> 393.05
Check No:	41124	Check Date: 09/03/2014	
Vendor:	0127	State of California Department of Justice	
050122	fingerpint apps & FBI/Child abuse ck/peace off:		172.00
			<hr/> 172.00
Check No:	41125	Check Date: 09/03/2014	
Vendor:	3281	Statewide Traffic Safety & Signs Inc.	
2385	Strts/white marking chalk/green marking chalk		34.27
2423	Strts/50lb glass beads/Intl stencil guard 5g pail		394.22
2424	Strts/2- Graco tip spray Rac 5 stripe/guard Rac 5		78.72
2427	Strts/5 speed zone signs/7 R1-1,30'x30', Alumim		592.43
8781	Air/6x6 airplane marking		927.50
9053	Strts/Road closed sign/12 ea-Perf posts,sleeves &		1,217.37
			<hr/> 3,244.51
Check No:	41126	Check Date: 09/03/2014	
Vendor:	2111	Swift Napa Auto Parts	
819464	PW/brake pads & rotor/2006 Chevy Silverado 1:		192.30
819465	Swr/brake pads & rotor/2004 Chevy Silverado 1.		127.59
819925	Air/PTEX SNSR HI TEMP RTV		5.26
820202	PW/Pwr outl/primary wire		131.92
820414	Air/vehicle wiring hardware/batt/wire/cable/swit		1,296.72
820750	PW/brake pads & rotor/sprocket/chain		150.96
820789	PW/rear brake shoes/antifreeze/core dep		109.28
820983	Air/crimping tool/2 4 8AMP Battery & cable stri		478.35
821138	Air/vehicle wiring hardware/ring & spade termin		584.85
			<hr/> 3,077.23
Check No:	41127	Check Date: 09/03/2014	
Vendor:	0428	Tehachapi Flower Shop	
9821	GG/Sympathy arrangement/J Kermode		68.69
9822	PD/basket garden/Sympathy/I Kermode		63.32
			<hr/> 132.01
Check No:	41128	Check Date: 09/03/2014	
Vendor:	0445	Tehachapi Senior Center Inc.	
09012014	Sr. Nutrition Program-Space Rent Sept 2014		400.00

			Check Amount
			400.00
Check No:	41129	Check Date: 09/03/2014	
Vendor:	3757	Ten8 Uniforms	
9016		PD/Off Duty Belt 1-1/2" BW, size 34	27.20
			27.20
Check No:	41130	Check Date: 09/03/2014	
Vendor:	0441	Vulcan Materials Company Western Division	
70443294		Wtr/ST1/2INMM PG64-10	403.86
			403.86
Check No:	41131	Check Date: 09/03/2014	
Vendor:	3561	Lisa Wise Consulting Inc.	
1895		CD/Zoning code update-Phases 3 & 4	1,865.00
			1,865.00
Check No:	41132	Check Date: 09/03/2014	
Vendor:	0476	WITTS Everything for the Office	
133569-2		PD/Custom stamp	33.27
133702-0-1		Land/color copy/laminate	2.91
133702-0-2		PW/color copy/laminate	5.81
133702-0-3		Wtr/color copy/laminate	5.82
133702-0-4		Swr/color copy/laminate	5.82
133702-0-5		Air/color copy/laminate	2.91
133702-0-6		Constr/color copy/laminate	2.91
133702-0-7		GG/color copy/laminate	2.91
133788-0		GG/clips/pst its/tape/steno book/folders/pencils	102.45
133794-0		PW/sorter/blk ballpoint pens	13.60
133803-0		GG/lighting wall charger	36.54
133828-0		GG/staples/pens	39.21
133843-0		Fin/Smd sec folders/bx 70	623.82
133866-0		Fin/Mobile BBF PED maple	294.55
133874-0		GG/wirestart shelving 48x24BA	335.94
133902-0		PD/2-cases paper	68.78
133930-0		PD/Liner 38x60/Liner 24x32/soap & dispen soft	142.49
133954-0		GG/flags/notes/binding/legal copy paper	111.01
133956-0		GG/Pouch, Ltr 100/bx	26.86
C133078-0		GG/file desk sorter	-26.59
			1,831.02
Check No:	41133	Check Date: 09/03/2014	
Vendor:	0478	Zec Medical Service	
34-220794		Swr/first aid supplies	48.81
34-220795-1		Air/first aid supplies	64.99
34-220795-2		Constr/first aid supplies	64.98
34-220796		GG/first aid supplies	62.83
34-220799		PW/first aid supplies	112.61
			354.22
Date Totals:			148,370.13
Report Total:			148,370.13

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 9/3/2014 - 5:21 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	41134	Check Date: 09/03/2014	
Vendor:	0304	Mojave Sanitation	
2373218 RI		Swr/Acct#975428801/800 Enter/Storage cont	85.00
2373323 RI		Swr/Acct#965528800/800 Enter/3yd bin/fees	132.23
2373525 RI		PW/Acct#310163000/trailer	29.76
			<hr/>
			246.99
			<hr/>
Date Totals:			246.99
			<hr/>
			<hr/>
Report Total:			246.99
			<hr/>
			<hr/>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 9/4/2014 - 11:58 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	41135	Check Date: 09/04/2014	
Vendor:	2113	Fuel Controls Inc.	
81971		Air/Octane Wholesale	17,780.56
			17,780.56
Check No:	41136	Check Date: 09/04/2014	
Vendor:	0372	Southern California Edison	
08202014-1		Air/314 N Hayes St-7/18 to 8/18/14	175.97
08202014-10		Air/314 N Hayes St-7/18 to 8/18/14	133.23
08202014-11		GG/115 S Robinson St-7/18 to 8/18/14	1,718.31
08202014-12		PD/129 E F St-7/18 to 8/18/14	788.32
08202014-14		PW/100 Commercial Way-7/18 to 8/18/14	317.59
08202014-15		PW/101 Commercial Way-7/18 to 8/18/14	128.08
08202014-16		PW/800 Enterprise-7/1 to 8/1/14	101.72
08202014-17		PW/800 Enterprise Shop-7/18 to 8/18/14	374.31
08202014-18		PW/800 Enterprise/Maintenance-7/18 to 8/18/14	689.55
08202014-2		Air/9999 1/2 Hayes St-7/18 to 8/18/14	112.25
08202014-3		Air/316 S Mojave St-7/18 to 8/18/14	33.13
08202014-4		Air/314 N Hayes St Papi-7/18 to 8/18/14	106.80
08202014-5		Air/409 Bryan Ct-7/18 to 8/18/14	321.78
08202014-6		Air/West End Tehach Airport-7/18 to 8/18/14	25.45
08202014-7		Air/314 N Hayes St #B-7/18 to 8/18/14	329.77
08202014-8		Air/314 N Hayes St #G3-7/18 to 8/18/14	42.81
08202014-9		Air/Dennison/S O Hwy 58-7/18 to 8/18/14	158.78
08222014-1		GG/311 E D St-7/23 to 8/21/14	150.64
08222014-2		LLD/318 E E St-7/23 to 8/21/14	88.73
08222014-3		Parks/114 S Green-7/23 to 8/21/14	273.35
08222014-4		Strts/113 S Mojave St-7/23 to 8/21/14	145.10
08222014-5		CC/104 S Robinson St-7/23 to 8/21/14	38.96
08232014-1		LLD/329 1/2 D St-7/21 to 8/22/14	106.02
08232014-2		200 W Tehachapi Blvd-7/24 to 8/22/14	37.84
08232014-3		Strts/213 S Curry St A-7/24 to 8/22/14	19.53
08232014-4		PD/220 W C-7/24 to 8/22/14	2,761.18
08262014-1		Swr/880 Enterprise-7/25 to 8/25/14	1,959.56
08262014-2		Swr/800 Enterprise-7/25 to 8/25/14	10,733.71
08262014-2		GG/1125 Capital Hills-7/25 to 8/25/14	26.40
08262014-4		GG/109 E Tehachapi Blvd-7/25 to 8/25/14	183.32
08262014-5		GG/111 W J St-7/25 to 8/25/14	61.39
08262014-6		Strts/209 1/2 E Tehachapi Blvd-7/25 to 8/25/14	27.19
08262014-7		Strts/333 1/2 E Tehachapi Blvd-7/25 to 8/25/14	170.61
08262014-8		CD/119 Industrial Pkwy-7/25 to 8/25/14	41.32
08272014		Traf/801 Mountain View Ave	62.63
08282014-1		Strts/Tehachapi Bl W/O Green	16.41
08282014-2		Strts/103 Tehachapi Blvd	78.26
08282014-3		Strts/101 E Tehachapi Blvd #B	181.98
08282014-4		Strts/110 S Mill St	132.12
08282014-5		Strts/Curry/D St	16.41
08282014-6		Wtr/358 E D St	5,474.72



# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 9/9/2014 - 3:25 PM



			Check Amount
Check No:	41138	Check Date: 09/09/2014	
Vendor:	3066	AECOM Technical Services Inc.	
37467386		CD/building plan check/Subway TI Rev	444.76
			<u>444.76</u>
Check No:	41139	Check Date: 09/09/2014	
Vendor:	3766	Gavin Brandt	
09082014		Gran Fondo/Refund/G Brandt	30.00
			<u>30.00</u>
Check No:	41140	Check Date: 09/09/2014	
Vendor:	3712	Cooley Construction	
R08021-4		Challenger Dr Extension	217,550.00
			<u>217,550.00</u>
Check No:	41141	Check Date: 09/09/2014	
Vendor:	1413	Kern Turf Supply Inc.	
327674		LLD/Diaphragm	118.18
			<u>118.18</u>
Check No:	41142	Check Date: 09/09/2014	
Vendor:	3771	Nathan Miller	
09082014		Gran Fondo/Refund Festival Vendor	100.00
			<u>100.00</u>
Check No:	41143	Check Date: 09/09/2014	
Vendor:	0300	Mission Linen & Uniform Service	
140159162		Swr/Dust mop/2-mats 3 x 4/2-mats 3 x10	39.30
			<u>39.30</u>
Check No:	41144	Check Date: 09/09/2014	
Vendor:	3764	Notorious Entertainment - Orion Sanders	
08282014		Gran Fondo/Entertainment for Festival	800.00
			<u>800.00</u>
Check No:	41145	Check Date: 09/09/2014	
Vendor:	2871	ProForce Law Enforcement	
212254		PD/ballistic vest/Chief Kroegar	624.03
			<u>624.03</u>
Check No:	41146	Check Date: 09/09/2014	
Vendor:	3769	Andrew Smith	
09032014		Gran Fondo/Refund Piccolo/A Smith	60.00
			<u>60.00</u>
Check No:	41147	Check Date: 09/09/2014	
Vendor:	1444	Tehachapi Police Explorers	

**Check Amount**

08282014

Gran Fondo/assistance

250.00

250.00

Date Totals:

220,016.27

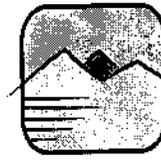
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220,016.27

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
Printed: 9/10/2014 - 10:55 AM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

**Check Amount**

Check No:	41148	Check Date:	09/10/2014	
Vendor:	0332	Petty Cash - Michelle Vance		650.00
09102014		Petty Cash/GranFondo cash boxes		<u>650.00</u>
				<u>650.00</u>
			Date Totals:	<u>650.00</u>
				<u>650.00</u>
			Report Total:	<u>650.00</u>
				<u>650.00</u>

CITY OF TEHACHAPI  
 TREASURER'S REPORT  
 FY 2014-15

MONTH END BANK STATEMENT BALANCE

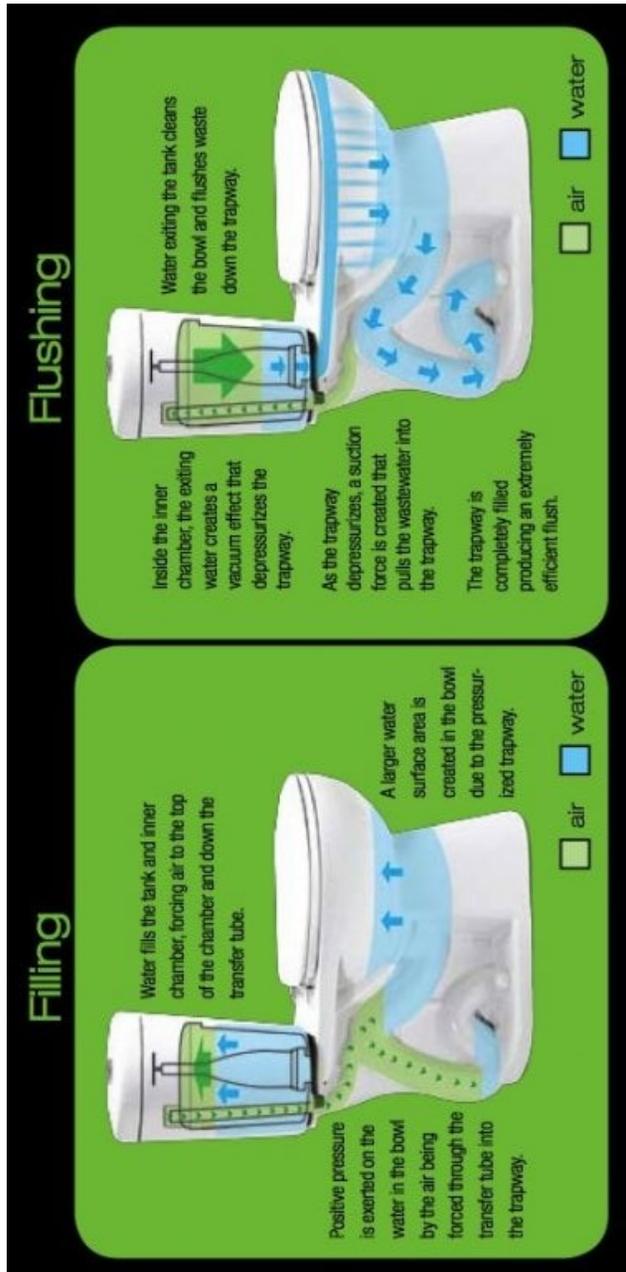
BANK ACCOUNTS	Institution	Acct#	3/31/2014	4/30/2014	5/31/2014	6/30/2014	7/31/2014	8/31/2014
General Checking	Bank of the Sierra	21002-06457	1,040,774.41	936,260.25	810,882.45	458,059.43	658,433.71	357,898.32
Water Deposit Trust	Bank of the Sierra	21002-08503	107,421.00	111,061.00	114,071.00	110,516.00	113,246.00	116,716.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,627.72	87,629.88	87,632.18	87,633.41	87,633.41	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	47,145.57	46,294.05	46,131.35	45,837.23	45,640.26	99,423.53
AFLAC Flex Spending	Bank of the West	709-039747	13,553.50	15,341.63	15,757.05	16,594.95	16,875.89	17,781.26
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	34,552.47	76,555.98	36,288.86	37,842.33	44,327.61	75,284.23
Ashtown Water Escrow	Bank of the West	CD 709-000-855969	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61	107,434.61
1994/2004 Refunding Bond	Bank of New York	870513-870517	0.00	53,490.63	0.00	0.00	0.00	0.00
CFD 90-1	Union Bank	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00
RDA 2007	Bank of New York	870951/52/53/54	226,042.90	436,469.15	226,042.90	226,042.90	226,042.90	226,042.90
RDA 2005	Bank of New York	870711-16	195,720.53	378,843.03	195,720.53	195,720.53	195,720.53	195,720.53
LAIF	State of California	98-15-914	11,048,914.56	10,755,949.96	11,755,949.96	11,755,949.96	11,162,226.56	10,762,266.56
<b>Total Funds in Banks</b>			<b>12,932,095.50</b>	<b>13,028,238.40</b>	<b>13,418,819.12</b>	<b>13,064,539.58</b>	<b>12,680,489.71</b>	<b>12,069,109.58</b>

INVESTMENTS

CSIVRMA Investment Pool	Chandler Asset Mgt	1113	2,023,753.00	2,029,011.00	2,036,288.00	2,035,078.00	2,031,113.00	2,036,451.00
Various Money Market Funds	Morgan Stanley (2)	117-067378-235	185,580.83	186,548.66	186,779.52	186,867.96	187,098.97	187,337.42
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	136,252.93	136,081.60
Federal Hm Ln Bank/Fannie Mae	BNV-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	431,231.94	431,231.94	431,231.94
<b>Total Investments</b>			<b>2,915,087.36</b>	<b>2,921,313.19</b>	<b>2,928,821.05</b>	<b>2,788,183.00</b>	<b>2,785,696.84</b>	<b>2,791,101.96</b>
<b>TOTAL PORTFOLIO</b>			<b>15,847,182.86</b>	<b>15,949,551.59</b>	<b>16,347,640.17</b>	<b>15,852,722.58</b>	<b>15,466,186.55</b>	<b>14,860,211.54</b>

# THE NIAGARA STEALTH TOILET

## 0.8 GALLONS PER FLUSH



### Requirements to Participate

You must be a City of Tehachapi water customer.

You must be the owner of the single-family home, townhome, condominium, or manufactured home in which the toilet(s) will be replaced

Your home must have been built before 1992.

Your bathroom(s) and sewer pipes must be in reasonable condition. For example, no rotting floorboards. If your current toilet clogs regularly because of existing sewer pipe problems, a low flow toilet could make clogging worse.

You will be receiving the Niagara Stealth 0.8 gallon per flush toilet. Exceptions can be made if:

- The old toilet had a large base and installation of the Stealth would leave discolored tile exposed.
- A shelf or counter above the old toilet is too low to allow installation of the Stealth.
- Other conditions determined by the contractor.

Low flow showerheads and faucet aerators will be installed with your agreement.



State Law requires that homeowners install low flow plumbing fixtures by January 1, 2017.

## TEHACHAPI LOW FLOW TOILET DIRECT INSTALL PROGRAM



**REPLACE YOUR OLD WATER  
WASTER TOILET WITH A  
NEW LOW FLOW TOILET**

**SPONSORED BY:  
CITY OF TEHACHAPI AND  
TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT**



Mail to: TCCWD TOILET INSTALL PROGRAM  
PO BOX 326  
TEHACHAPI, CA 93581

**OLDER SINGLE FAMILY HOMES  
ARE REQUIRED TO HAVE  
LOW FLOW PLUMBING FIXTURES  
BY JANUARY 1, 2017**

**LOW FLOW TOILET  
DIRECT INSTALL  
PROGRAM DETAILS**

YES - I WANT A NEW LOW FLOW TOILET! I have read the program requirements and understand I will be making an appointment to have a Contractor come to my home and install low flow toilet(s).

My home is older than 1992.

NAME \_\_\_\_\_

ADDRESS IN TEHACHAPI \_\_\_\_\_

Apartment or Unit Number

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

NUMBER OF TOILETS \_\_\_\_\_

Senate Bill 407 was passed in 2009. The deadlines it established are coming up fast. Section 1101.4(b) requires that property owners of single family residential real property replace high flow plumbing fixtures (toilets, faucets, and showerheads) with water conserving fixtures on or before January 1, 2017. Participating in this direct install program will bring you into compliance with this state law.

The Direct Install Program is funded to replace 1000 toilets. SIGN UP TODAY!

**WHEN WILL I BE CONTACTED?**

The Direct Install program will start up in October 2014. Send in the application and reserve your toilets today!

**SOUND TOO GOOD TO BE TRUE?**

Tehachapi-Cummings County Water District has received a grant from the State Department of Water Resources to provide low flow toilets and installation to City of Tehachapi water customers. You could say this is your tax dollars at work.

**QUESTIONS? COMMENTS?** Contact:

Liz Block, TCCWD Water Conservation Coordinator at 661-822-5504 or lblock@tccwd.com.

**WHAT IS INCLUDED**

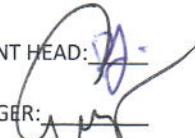
- Up to two (2) low flow toilets
- Wax ring and other installation parts
- **Installation**
- Up to two (2) low flow showerheads and faucet aerators
- Check the house for leaks
- Information about what it takes to fix the leaks

**TOTAL COST TO YOU IS \$0.00**

You just need to be able to make an appointment with the contractor and be home when they install the toilet(s).

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: CITY MANAGER: **MEETING DATE:** September 15, 2014 **AGENDA SECTION:** COMMUNITY DEVELOPMENT

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

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

**DATE:** August 27, 2014

**SUBJECT:** MEMBERSHIP INTO CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA)

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## BACKGROUND

As the City Council (Council) will recall on April 7, 2014, the Council authorized the City to join the California Enterprise Development Authority (CEDA) organization. As the Council may further recall CEDA is a joint powers authority (JPA) that is sponsored by the California Association for Local Economic Development (CALED) with the authority to facilitate Industrial Development Bonds (IDBs) for manufacturers and 501(c)(3) non-profits. The City's membership into CEDA provides an additional economic development tool in terms of financing options that business prospects and non-profits can tap into for business attraction, retention and expansion opportunities.

## CURRENT PROPOSAL

Much like CEDA the California Statewide Communities Development Authority (CSCDA) is also a joint powers authority under the Joint Exercise of Powers Act with the intent or mission, if you will, of promoting economic development within the State of California. The CSCDA Joint Powers Authority is comprised of the County Supervisors Association of California (CSCDA) the League of California Cities (LCC) and the Californian Manufacturers Association. CSCDA also has the authority to issue Industrial Development Bonds (IDBs). These bonds are used by private business and non-profits to assist them in the purchase of long-term assets such as real estate and equipment. Because these bonds are tax exempt the interest rate tends to be very favorable relative to conventional forms of financing.

In dealing with business prospects over the years one very common barrier to business development and in turn economic development is access to capital. It is in this regard that CSCA would become another resource in our economic development tool kit, if you will. However, for business prospects and non-profit 501(c)(3) types within the City limits to access CSCDA related funding the City of Tehachapi must first become a member. To that end the City Council is being asked to adopt a membership agreement enclosed herein as Attachment A, by and between the California Statewide Community Development Authority and the City of Tehachapi and adopt a Resolution enclosed herein as Attachment B authorizing the City of Tehachapi to participate in CSCDA programs.

It should be noted that the City as a member has no liability, obligation or exposure relative to the issuance of CSCDA related IDBs. As such the City has no exposure in this regard and we (the City) simply act as a conduit between the business prospect or 501(c)(3) nonprofit and CSCDA as a component of our economic development strategy. Having membership to both CSCDA and CEDA will give business owners and prospects multiple options. Additionally CSCDA has programs that CEDA does not have and in this regard membership in both organizations is not necessarily redundant. Additionally, where services and programs do overlap membership in both organizations gives business prospects and non-profits who may prefer one organization over the other a choice.

As indicated CSCDA has programs that CEDA does not and in particular CSCDA has programs that are orientated towards city and county governments whereas CEDA Programs are entirely directed at private enterprise and 501(c)(3) non-profits. One such program is in staffs opinion particularly relevant and noteworthy and discussed below.

- **Total Road Improvement Program (TRIP)**

This program allows cities and counties to access low interest financing for road improvements. The debt on these loans can be serviced or secured, if you will, with the commitment of anticipated future revenue such as an increase in the gas tax, sales tax, etc. This financing mechanism is very similar to tax increment financing the City is already accustomed to relative to Redevelopment. In this regard Redevelopment Agencies prior to their demise could either develop projects incrementally as tax increment trickles in or RDA's could avail themselves to tax increment financing opportunities and access significantly more review based on anticipated future tax increment projections. In this same regard the TRIP Program allows cities to access much more revenue which in turn provides the City with a revenue stream to take on much larger projects and accelerate the improvement schedule over the incremental cash flow approach.

## **ECONOMIC DEVELOPMENT**

As the Council is aware the corner stone of our current Economic Development Business Plan or strategy, if you will, was to form a Redevelopment Agency and implement the associated Redevelopment Plan. Redevelopment in and of itself is not economic development. Never-the-less Redevelopment was in California a powerful economic development tool. With the demise of Redevelopment we (the City) have had to recalibrate our economic development strategy and look for alternative tools and opportunities that can fill to some degree the void left by the loss of redevelopment. This exercise has been coined Economic Development without Redevelopment. The City's membership into CSCDA will provide the City an additional economic development tool and help fill the void left by the loss of redevelopment.

## **FISCAL IMPACT**

As previously indicated the City has no obligations, liability or exposure relative to the issuance of CSCDA related Industrial Development Bonds. As such there is no direct fiscal impact associated with the City becoming a member of CSCDA. Indirectly however if the City's membership with CSCDA results in a successful

economic development event that stimulates the local economy this could result in an indirect positive fiscal impact.

### **OPTIONS**

Staff is of the opinion that there are two (2) options as enumerated below:

1. Approve and execute a Membership Agreement with CSCDA and adopt the associated Resolution authorizing the City to participate in CSCDA programs.
2. Do not approve and execute a Membership Agreement with CSCDA and do not adopt the associated Resolution authorizing the City to participate in CSCDA.

### **RECOMMENDATION**

**STAFF RECOMMENDS TO ADOPT A RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AND AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT**

**AMENDED AND RESTATED JOINT EXERCISE OF POWERS  
AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

**WITNESSETH**

**WHEREAS** , pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

**WHEREAS** , each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

**WHEREAS** , each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

**WHEREAS** , a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

**WHEREAS** , in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

**WHEREAS**, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

**WHEREAS**, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

**WHEREAS**, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

**WHEREAS**, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

**WHEREAS**, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

**WHEREAS**, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

**WHEREAS**, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

**NOW, THEREFORE**, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

### **Section 3. Authority.**

#### **A. CREATION AND POWERS OF AUTHORITY.**

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

#### **B. COMMISSION.**

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

#### **C. OFFICERS; DUTIES; OFFICIAL BONDS.**

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of

the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

#### D. MEETINGS OF THE COMMISSION.

##### (1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

##### (2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

##### (3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

**E. RULES AND REGULATIONS.**

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions

applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

**Section 7. Bonds.**

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 9. Local Approval.**

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the

respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

#### **Section 10. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

### **Section 11. Funds.**

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

### **Section 12. Notices.**

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

### **Section 13. Withdrawal and Addition of Parties.**

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

### **Section 14. Indemnification.**

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 15. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

**Section 16. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

**Section 17. Amendments.**

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

**Section 18. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

**Section 19. Partial Invalidity.**

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 20. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

**Section 21. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

**Program Participant:**

**By** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

[SEAL]

**ATTEST:**

**By** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

RESOLUTION NO.

**RESOLUTION APPROVING, AUTHORIZING AND DIRECTING  
EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF  
POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE  
COMMUNITIES DEVELOPMENT AUTHORITY**

WHEREAS, the City of Tehachapi, California (the "City"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

WHEREAS, the Agreement has been filed with the City Clerk, and the members of the City Council of the City, with the assistance of its staff, have reviewed said document;

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

Section 1. The Agreement is hereby approved and the Mayor of the City is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said City Council, and the City Clerk is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor of the City, the City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to:

Kathleen Jacobe  
Orrick, Herrington & Sutcliffe LLP  
400 Capital Mall, Suite 3000  
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

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

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

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

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

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

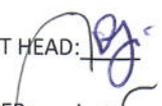
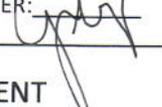
\_\_\_\_\_  
PHIL SMITH, Mayor, City of  
Tehachapi, California

ATTEST:

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

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

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

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

# COUNCIL REPORTS

**MEETING DATE:** September 15, 2014    **AGENDA SECTION:** COMMUNITY DEVELOPMENT

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

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

**DATE:** August 27, 2014

**SUBJECT:** PUBLIC HEARING TO CONSIDER THE AUTHORIZATION OF THE CITY OF TEHACHAPI TO JOIN THE STATWIDE COMMUNITY INFRASTRUCTURE PROGRAM SPONSORED BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

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## BACKGROUND

As the City Council is aware pursuant to the preceding agenda item the California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. The member agencies of CSCDA include approximately 356 cities and 57 counties throughout California. More recently CSCDA initiated the state wide Community Infrastructure Program (SCIP) to allow owners of property in participating cities and counties to finance the development related impact/mitigation fees that would be payable by property owners/developers upon receiving development entitlements. With respect to Tehachapi these fees such as water and sewer connection fees, traffic impact fees, etc. are collected at the time of the issuance of a building permit. This program has subsequently been expanded to include the financing of public improvements associated with the development of a given project. Said public improvements are typically specified in the project conditions of approval and/or development agreements. The fee financing mechanism is in accordance with the Mitigation Fee Act (California Government Code Section 66000) and the Capital Improvement Financing Mechanism is in accordance with the Municipal Improvement Act of 1913 and the Improvement Bond Act of 1915.

The development/mitigation fees and public infrastructure cost associated with any given project can be characterized as "soft cost" and are typically not fundable items in the majority of traditional financing mechanism. As such these costs are typically born by the developer as an upfront cost. These fees and costs are developer expenditures at a relatively early stage in the entitlement process, well ahead of the developer receiving any kind of return on the investment. In this regard these costs can be characterized as an encumbrance to economic development. However, there is no mechanism by which to defer these costs to some later date.

The SCIP Program provides a property owner/developer who elects to participate, an option to finance public improvements and impact/mitigation fees owed to a given City through the issuance of tax-exempted bonds by CSCDA. CSCDA will in turn impose a special assessment on the owners property to repay the portion of the bonds issued to finance the fees paid in association with a given development be it residential, commercial or

industrial. With respect to the impact/mitigation fees the property owner/developer has two (2) options; entitled "Reimbursement Program" and the "Pre-Funding Program". Under either scenario the participating City or County is never at risk of not receiving these impact fees. Having a mechanism to finance both fees and public improvement cost greatly expands the range of financing options for developers and provides the City with an economic development tool. The City in our updated Business Plan and Economic Development Strategy has coined the phrase Economic Development without Redevelopment and in this regard the SCIP Program will be particularly useful in this post redevelopment era.

The benefits of the SCIP Program to the property owner/developers are provided below:

- Only property owners who choose to participate in the program will have assessments imposed on their property. So in this regard participation is voluntary.
- Instead of paying cash for public capital improvements and/or development impact fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the special assessments at any time.
- For residential projects the home buyers paying for the costs of public infrastructure through a special assessment is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the special assessment financing is a tax-exempt rate, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Prior the inception of SCIP, only projects large enough to justify the formation of an assessment district or communities facilities district had access to tax-exempt financing.

The benefits of the SCIP Program to the City include:

- As in conventional assessment financing, the City is not liable to repay the bonds issued by CSCDA or the assessments imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development/mitigation impact fees on property owners.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. In this regard some projects are "phased" artificially due to cash flow challenges. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the special assessments on successful projects can be refinanced through refunding bonds. Savings achieved through refinancing will be directed back to the participating city for use on public infrastructure subject to applicable federal tax limitations.

The proposed resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development impact fees through SCIP. It also authorizes CSCDA to form assessment districts within our City's boundaries, conduct assessment proceedings and levy assessments against the property of participating owners. It approves the form of an Acquisition Agreement, attached to the Resolution as Exhibit B, to be entered into between the City and any future participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law. Attached to the Resolution as Exhibit A is a "form of Resolution of Intention" to be adopted by CSCDA and is for informational purposes only requiring no Council action.

#### **RECOMMENDATION**

**STAFF RECOMMEND TO ADOPT A RESOLUTION AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDING AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF TEHACHAPI; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE AND AUTHORIZING RELATED ACTIONS**



## STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Tehachapi at 6:00 p.m., or thereafter, on Tuesday, September 15, 2014, at the Wells Education Center, 300 S. Robinson Street, Tehachapi, California, concerning the authorization of the City of Tehachapi by the City Council to join the Statewide Community Infrastructure Program (SCIP) sponsored by the California Statewide Communities Development Authority.

All interested persons are invited to attend the public hearing and will be given an opportunity to be heard.

TEHACHAPI CITY COUNCIL

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Ashley Whitmore  
Deputy City Clerk of the City of Tehachapi, California

Dated: August 27, 2014  
Posted: August 27, 2014  
Published: Tehachapi News September 2, 2014

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE CITY TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF TEHACHAPI; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Tehachapi (the "City"); and

WHEREAS, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain development impact fees (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, SCIP will also allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the City or another public agency (the "Improvements"); and

WHEREAS, the City desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct assessment proceedings under the 1913 Act and to issue Local Obligations under the 1915 Act to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such assessments; and

WHEREAS, in each year in which eligible property owners within the jurisdiction of the City elect to be Participating Developers, the Authority will conduct assessment proceedings under the 1913 Act and issue Local Obligations under the 1915 Act to finance Fees payable by such property owners and Improvements and, at the conclusion of such proceedings, will levy special assessments on such property within the territory of the City;

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with such assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the City's official boundaries of record at the time

of adoption of each such ROI (the "Proposed Boundaries"), and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Council concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

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

Section 1. The City hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property, execute a written consent to the levy of assessment in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 2. The City hereby finds and declares that the issuance of bonds by the Authority in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs and the more efficient delivery of local agency services to residential and commercial development within the City.

Section 3. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the City will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 4. The form of Acquisition Agreement presented to this meeting is hereby approved, and the [Mayor] is authorized to execute and the City Clerk is authorized to attest the execution of a completed Acquisition Agreement in substantially said form and pertaining to the Improvements being financed on behalf of the applicable Participating Developer.

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the City and/or who are conditioned to install improvements and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The staff persons listed on the attached Exhibit C, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for the Authority in connection with the SCIP program.

Section 6. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by Bond Counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect fees on new development to pay for public capital improvements within the jurisdiction of the City, as are reasonably required by the Authority in accordance with the Manual to implement SCIP for Participating Developers and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP. To that end, and pursuant to Treasury Regulations Section 1.150-2, the staff persons listed on Exhibit C, or other staff person acting in the same capacity for the City with respect to SCIP, are hereby authorized and designated to declare the official intent of the City with respect to the public capital improvements to be paid or reimbursed through participation in SCIP.

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote, to wit:

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

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

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

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

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

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a Special Meeting thereof held on \_\_\_\_\_, 2014

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

**EXHIBIT A TO THE RESOLUTION**

**FORM OF RESOLUTION OF INTENTION  
TO BE ADOPTED BY CSCDA**

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT IMPACT FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED ASSESSMENT DISTRICT NO. \_\_\_\_\_ (COUNTY OF KERN, CALIFORNIA), APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code, the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees for public capital improvements as described in Exhibit A attached hereto and by this reference incorporated herein (the "Fees") and to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the City or another local agency (the "Improvements"), all of which are of benefit to the property within the proposed Assessment District No. \_\_\_\_\_ (County of Kern, California) (the "Assessment District"); and

WHEREAS, the Commission finds that the land specially benefited by the Fees and the Improvements is shown within the boundaries of the map entitled "Proposed Boundaries of Assessment District No. \_\_\_\_\_ (County of Kern, California)," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Assessment District No. \_\_\_\_\_ (County of Kern, California)";

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The above recitals are true and correct, and the Commission so finds and determines.
2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the California Streets and Highways Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

3. The Commission has or will designate a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Streets and Highways Code, as supplemented by Section 4 of Article XIII D of the California Constitution.

4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the California Streets and Highways Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the County of Kern within fifteen (15) days of the adoption of this resolution.

5. The Commission determines that the cost of the Fees and Improvements shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the payment of the Fees and the provision of the Improvements. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the payment of the Fees and the provision of the Improvements.

6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the California Streets and Highways Code, to provide for an annual assessment upon each of the parcels of land in the proposed assessment district to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10, Streets and Highways Code), and the last installment of the bonds shall mature not to exceed thirty (30) years from the second day of September next succeeding twelve (12) months from their date.

8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1, Division 10, of the Streets and Highways Code of the State of California.

9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

10. The amount of any surplus remaining in the improvement fund after payment of the Fees, acquisition of the Improvements and payment of all claims shall be distributed in accordance with the provisions of Section 10427.1 of the Streets and Highways Code.

11. To the extent any Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

**EXHIBIT B TO THE RESOLUTION**  
**FORM OF ACQUISITION AGREEMENT**

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**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**  
**STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM**

**ACQUISITION AGREEMENT**

**BY AND BETWEEN**

**CITY OF TEHACHAPI**

**AND**

**[DEVELOPER]**

Dated as of \_\_\_\_\_, 20\_\_

## ACQUISITION AGREEMENT

### Recitals

- A. The parties to this Acquisition Agreement (the "Agreement") are the CITY OF TEHACHAPI, (the "Local Agency"), and [DEVELOPER], a [here indicate type of legal entity] (the "Developer").
- B. The effective date of this Agreement is \_\_\_\_\_, 20\_\_.
- C. The Developer has applied for financing of certain public capital improvements (the "Acquisition Improvements") and capital facilities fees through the Statewide Community Infrastructure Program ("SCIP") administered by the California Statewide Communities Development Authority (the "Authority") and such application has been approved by the Local Agency.
- D. Under SCIP, the Authority intends to issue bonds to fund, among other things, all or a portion of the costs of the Acquisition Improvements, and the portion of the proceeds of such bonds allocable to the cost of the Acquisition Improvements to be constructed and installed by the Developer, together with interest earned thereon prior to such acquisition, is referred to herein as the "Available Amount".
- E. SCIP will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A are descriptions of the Acquisition Improvements, which descriptions are subject to modification by written amendment of this Agreement, subject to the approval of the Authority.
- F. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.
- G. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.
- H. In consideration of Recitals A through G, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; ASSESSMENT DISTRICT FORMATION AND  
FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer in his sole discretion not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition Improvements” shall have the meaning assigned to such term in Recital C and are described in Exhibit A.

“Acquisition Price” means the amount paid to the Developer upon acquisition of all of the Acquisition Improvements as provided in Section 2.03.

“Actual Cost” means the cost of construction of all of the Acquisition Improvements, as documented by the Developer to the satisfaction of the Local Agency, as certified by the Local Agency Engineer in an Actual Cost Certificate.

“Actual Cost Certificate” shall mean a certificate prepared by the Developer detailing the Actual Cost of all of the Acquisition Improvement to be acquired hereunder, as revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of \_\_\_\_\_, 20\_\_.

“Assessment District” means the assessment district established by the Authority pursuant to SCIP which includes the Developer's property for which the Acquisition Improvements are being funded.

“Authority” means the California Statewide Communities Development Authority.

“Available Amount” means the amount of funds deposited in the Developer Acquisition Account by the Authority pursuant to SCIP, together with any interest earnings thereon.

“Code” means the Streets and Highways Code of the State of California.

“Developer” means [Developer], a [here indicate type of legal entity].

“[Developer] Acquisition Account” means the account by that name established by the

Authority pursuant to SCIP for the purpose of paying the Acquisition Price of the Acquisition Improvements.

“Local Agency” means the City of Tehachapi.

“Local Agency Engineer” means the Director of Public Works of the Local Agency (the “Director”) or the designee of the Director, who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the land development program of the Developer pertaining to the Developer’s property in the Assessment District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within or adjacent to the Assessment District.

“SCIP” means the Statewide Community Infrastructure Program of the Authority.

“SCIP Requisition” means a requisition for payment of funds from the [Developer] Acquisition Account in substantially the form attached hereto as Exhibit B.

“SCIP Trust Agreement” means the Trust Agreement entered into by the Authority and the SCIP Trustee in connection with the financing for the Acquisition Improvements.

“SCIP Trustee” means Wells Fargo Bank, National Association, as trustee under the SCIP Trust Agreement.

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements) necessary or convenient to the operation, maintenance, rehabilitation and improvement by the Local Agency of that Acquisition Improvement (including, if necessary, easements for ingress and egress) and a Bill of Sale or similar instrument evidencing transfer of title to that Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. Developer has applied for financing thorough SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Developer Acquisition Account, neither the Developer nor the Local Agency shall have any obligations under this agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the [Developer] Acquisition Account.

(b) The Authority will cause the SCIP Trustee to establish and maintain the [Developer] Acquisition Account for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the [Developer] Acquisition Account shall remain in the [Developer] Acquisition Account for use as provided herein and pursuant to SCIP. The amounts in the [Developer] Acquisition Account shall be withdrawn by the Local Agency in accordance with SCIP procedures upon completion of the Acquisition Improvements within 30 days (or as soon thereafter as reasonably practicable) of receipt by the Local Agency of the certification of the Local Agency Engineer required by Section 2.03 of this Agreement, and subject to satisfaction of all other conditions precedent to such acquisition pursuant to Section 2.04 of this Agreement, to pay the Acquisition Price of such completed Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the [Developer] Acquisition Account (less any amount determined by the Local Agency as necessary to reserve for claims against such account) (i) shall be applied to pay the costs of any additional improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the Assessment District.

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

## ARTICLE II

### DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts. State law requires that all Acquisition Improvements shall be constructed as if they were constructed under the direction and supervision of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with the guidelines of the Local Agency for letting and administering said contracts. The Developer agrees that all such contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency the Acquisition Improvements to be constructed by Developer (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvements, to the extent not already publicly owned) when such Acquisition Improvements are completed to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvements. Exhibit A, attached hereto and incorporated herein, contains a list of each Acquisition Improvement. At the time of completion of each Acquisition Improvement, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate and executed Title Documents for the transfer of the Acquisition Improvement, where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and the related Acquisition Improvement, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If such further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items, and such determination shall be final and conclusive.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the [Developer] Acquisition Account and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the [Developer] Acquisition Account equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the [Developer] Acquisition Account shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the [Developer] Acquisition Account at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment by the Local Agency to the Developer from the [Developer] Acquisition Account of the Acquisition Price for an Acquisition Improvement shall be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that such Acquisition Improvement is all complete and ready for acceptance by the Local Agency, and shall be further conditioned upon prior satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency as evidence that the property which is subject to the special assessment liens of the Assessment District is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) The Developer shall be current in the payment of all due and payable property taxes and installments for the special assessments of the Assessment District on property owned by the Developer or under option to the Developer.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the SCIP Trustee and the SCIP Trustee shall make payment directly to the Developer of such amount pursuant to the SCIP Trust Agreement. The Local Agency and the Developer acknowledge and agree that the SCIP Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The SCIP Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

### ARTICLE III

#### MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement,

or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices All invoices for payment, reports, other communication and notices relating to this Agreement shall be mailed to:

Local Agency:

Director of Community and Economic Development  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561

Developer:

[Developer]  
[Address to Come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

CITY OF TEHACHAPI

ATTEST:  
City Clerk

By \_\_\_\_\_  
[Mayor]

By \_\_\_\_\_

[DEVELOPER],  
a [here indicate type of legal entity]

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**EXHIBIT A TO THE ACQUISITION AGREEMENT**

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

<u>ACQUISITION IMPROVEMENTS</u>	<u>BUDGETED AMOUNTS</u>
1.	\$
2.	
3.	
4.	

**EXHIBIT B TO THE ACQUISITION AGREEMENT**

FORM OF SCIP REQUISITION

To: Bond Logistix LLC  
SCIP Program Administrator  
777 S. Figueroa St., Suite 3200  
Los Angeles, California 90017  
Attention: Daniel Chang  
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the CITY OF TEHACHAPI hereby requests a withdrawal from the [DEVELOPER] ACQUISITION ACCOUNT, as follows:

Request Date: [Insert Date of Request]  
Name of Developer: [Developer]  
Withdrawal Amount: [Insert Acquisition Price]  
Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]  
Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the [Developer] Acquisition Account, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.
4. To the extent the Withdrawal is being made prior to the date bonds have been issued on behalf of SCIP, this withdrawal form serves as the declaration of official intent of the CITY OF TEHACHAPI, pursuant to Treasury Regulations 1.150-2, to reimburse with respect expenditures made from the Developer Acquisition Account listed above in the amount listed above.

CITY OF TEHACHAPI

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

Title: \_\_\_\_\_

**EXHIBIT C TO THE RESOLUTION**

**CITY OF TEHACHAPI CONTACTS FOR SCIP PROGRAM**

**Primary Contact**

Name: Mr. David James

Title: Community Development Director

Mailing Address: 115 South Robinson Street, Tehachapi, California 93561

Delivery Address (if different):

E-mail: djames@tehachapicityhall.com

Telephone: 661-822-2200 ext. 119 Fax: 661-825-8630

**Secondary Contact**

Name:

Title:

Mailing Address:

Delivery Address (if different):

E-mail:

Telephone:

Fax:

**[Add additional contacts as needed]**

**CERTIFICATION OF RESOLUTION**

I, the undersigned, the duly appointed and qualified City Clerk of the City of Tehachapi, do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was duly adopted at a regular meeting of the City Council of the City of Tehachapi duly and regularly held at the regular meeting place thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, of which meeting all of the members of said City Council had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at \_\_\_\_\_, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2014

[ \_\_\_\_\_ ]  
City Clerk  
City of Tehachapi

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



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

# COUNCIL REPORTS

MEETING DATE: SEPTEMBER 15, 2014    AGENDA SECTION: CITY ENGINEER

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

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

**DATE:**                SEPTEMBER 8, 2014

**SUBJECT:**            TEHACHAPI BOULEVARD REHABILITATION PROJECT PHASE II – NOTICE OF COMPLETION

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## BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with Griffith Company for the construction of the Tehachapi Boulevard Rehabilitation Project Phase II. Following a walk-through by City Staff, it has been determined that all contract items have been completed. At this time, a Notice of Completion must be filed in order to close the contract.

## RECOMMENDATION

**APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD REHABILITATION PROJECT PHASE II AND DIRECT STAFF TO RECORD SAME.**

RECORDING REQUESTED BY AND  
FOR THE BENEFIT OF AND  
WHEN RECORDED MAIL TO:

City Clerk's Office  
CITY OF TEHACHAPI  
115 South Robinson Street  
Tehachapi, CA 93561

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

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**NOTICE OF COMPLETION**

This is to certify that the Contract entered into on the 22<sup>nd</sup> day of April 2014, by and between the City of Tehachapi, the Owner, and Griffith Company, the Contractor, for all work necessary to complete the Tehachapi Boulevard Rehabilitation Project Phase II, located on Tehachapi Boulevard from approximately 1,000 feet west of Mountain View Avenue to Mill Street, Tehachapi, CA 93561, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 4<sup>th</sup> day of September 2014, on behalf of the Owner.

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

Greg Garrett, being duly sworn, says: That he is the City Manager and Authorized Agent of the City of Tehachapi, the City that executed the foregoing Notice as the Owner of the Property herein described; that he makes this verification on behalf of the City; and that he has read said Notice and knows the contents thereof, and that the facts there instated are true.

\_\_\_\_\_  
State of California  
County of Kern

\_\_\_\_\_  
Subscribed and sworn to (or affirmed)  
before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014, by

(1) \_\_\_\_\_,  
proved to me on the basis of satisfactory  
evidence to be the person who  
appeared before me.

Signature \_\_\_\_\_

Place Notary Seal Above