

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, October 20, 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, OCTOBER 20, 2014- 6:00 P.M. - PG. 2**

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 67-14
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

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 6, 2014 – **APPROVE AND FILE**
- *4. Agreement for IT Services with Diamond Technologies – **APPROVE THE AGREEMENT FOR IT SERVICES WITH DIAMOND TECHNOLOGIES AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO REVIEW BY THE CITY MANAGER AND CITY ATTORNEY**

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for October 2, 2014 through October 15, 2014 – **AUTHORIZE PAYMENTS**

AIRPORT MANAGER REPORTS

- *6. Commercial Hangar Ground Lease Agreement – **APPROVE THE COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 14E BETWEEN THE CITY OF TEHACHAPI AND JOSEPH AND DUSTY STRIPE**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

7. Adoption of an Ordinance repealing and replacing sections of the Tehachapi Municipal Code with a new Zoning Code and adoption of a Resolution approving a Negative Declaration for the Zoning Code update – **ADOPT AN ORDINANCE REPEALING AND REPLACING ORDINANCE NOS. 572, 583, 597, 605, 607, 608, 610, 611, 613, 631, 660, 663, 664, 666, 667, 675, 695, 704, 705 AND 710 AND TITLE 18 OF THE TEHACHAPI MUNICIPAL CODE WITH A NEW ZONING CODE FOR THE CITY OF TEHACHAPI; ADOPT A RESOLUTION APPROVING A NEGATIVE DECLARATION FOR THE CITY OF TEHACHAPI ZONING CODE UPDATE**
8. Local Agency Formation Commission (LAFCo) City of Tehachapi 2014 Municipal Services review update – **ADOPT A RESOLUTION MAKING FINDINGS AND APPROVING THE 2014 TEHACHAPI MUNICIPAL SERVICES REVIEW UPDATE FOR SUBMITTAL TO THE KERN COUNTY LOCAL AGENCY FORMATION COMMISSION**

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, OCTOBER 20, 2014- 6:00 P.M. - PG. 3

CITY ENGINEER REPORTS

9. Parcel Map 10997 Notice of Final Acceptance and Notice of Completion – **AUTHORIZE THE CITY MANAGER TO ISSUE A NOTICE OF FINAL ACCEPTANCE AND APPROVE THE NOTICE OF COMPLETION FOR THE PARCEL MAP 10997 IMPROVEMENT AGREEMENT AND DIRECT STAFF TO RECORD SAME**
10. Notice of Completion for Pinon and Curry Safe Routes 2 School Project – **APPROVE THE NOTICE OF COMPLETION FOR THE PINON AND CURRY SAFE ROUTES 2 SCHOOL PROJECT AND DIRECT STAFF TO RECORD SAME**
- *11. Notice of Acceptance for Irrevocable Offer of Dedication for ingress, egress, and road purposes from APN 416-24-15 located in the southwest corner of Valley Boulevard and Curry Street – **ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A NOTICE OF ACCEPTANCE AND DIRECT STAFF TO RECORD SAME**

POLICE CHIEF REPORTS

- *12. Amendment to the Employee Personal Manual – **ADOPT A RESOLUTION AMENDING SECTION 3B, ITEM 6A OF THE RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE PERSONNEL SYSTEM TO INCLUDE THE POSITION OF DETECTIVE AS AN ASSIGNMENT ENTITLED TO SPECIAL ASSIGNMENT PAY**

CITY MANAGER REPORTS

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

14. Mayor Smith to discuss the possible design and install of certain crosswalk enhancements – **DIRECT STAFF TO RESEARCH THE COST AND BENEFITS OF THE PROPOSED CROSSWALK ENHANCEMENTS AND PRESENT FINDINGS TO COUNCIL AT A FUTURE MEETING**

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

CLOSED SESSION

1. Conference with legal counsel re Broome Family Trust v. City of Tehachapi per Government Code Section 54956.9(d)(1).
2. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 20E, per Government Code Section 54956.8.

ADJOURNMENT

MINUTES

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

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Smith at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Denise Jones</p> <p>Present: Mayor Smith, Mayor Pro-Tem Wiggins, Councilmembers Grimes, Nixon and Corpus-Zamudio</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Ron Barker, Pastor First Baptist Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Corpus-Zamudio</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <p>1. As a wrap up to the Inaugural Granfondo, the City of Tehachapi would like to take the time to officially recognize the many service groups and organizations who helped make the event possible. The Mayor will present Certificates of Appreciation and a donation to each of the following:</p> <ul style="list-style-type: none"> ➤ Bear Valley & Sand Canyon CERT ➤ Bear Valley Volunteers in Police Service 	<p>Approved Consent Agenda Ni/Wi Ayes All</p>
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ACTION TAKEN

<ul style="list-style-type: none"> ➤ Bike Bakersfield ➤ Desert Search and Rescue Unit ➤ Golden Hills & Tehachapi City CERT ➤ Kern County Sheriff’s Explorers Post 519 ➤ Stallion Springs CERT ➤ CHP Mojave Area Senior Volunteer’s ➤ Kern County Sheriff Tehachapi Citizen Service Unit ➤ Tehachapi Mountain Search & Rescue ➤ Tehachapi Police Department Explorers ➤ Tehachapi Police Department Volunteers in Police Service ➤ Tehachapi Valley Wrestling Club ➤ Tehachapi Tourism Commission <p>2. Mayor to recognize the Tehachapi Granfondo King & Queen of the Mountain, Cory Lockwood and Becky Mason.</p> <p>3. General public comments regarding matters not listed as an agenda item were received from:</p> <p>a. City resident regarding Bartlett Court.</p> <p>4. <u>PUBLIC HEARING</u> – to revise the Countywide Siting Element of the Kern County and Incorporated Cities Integrated Waste Management Plan - OPENED HEARING AT 6:27 PM; NOTICED PUBLIC HEARING ON AUGUST 26, 2014 AND RECEIVED NO WRITTEN CORRESPONDENCE; STAFF REPORT PROVIDED BY THE COUNTY OF KERN; PUBLIC COMMENT; CLOSED HEARING AT 6:35 PM; ADOPTED RESOLUTION NO. 67-14 REGARDING THE REVISION OF COUNTYWIDE SITING ELEMENT OF THE KERN COUNTY AND INCORPORATED CITIES INTEGRATED WASTE MANAGEMENT PLAN</p> <p><u>CITY CLERK REPORTS</u></p> <p>5. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.</p> <p>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 15, 2014 - APPROVED AND FILED.</p> <p>7. Destruction of Records – ADOPTED RESOLUTION NO. 69-14 AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS SUBJECT TO APPROVAL OF CITY ATTORNEY</p>	<p>Opened Hearing At 6:27 PM; Noticed Public Hearing On August 26, 2014 And Received No Written Correspondence; Staff Report Provided By The County Of Kern; Public Comment; Closed Hearing At 6:35 PM; Adopted Resolution No. 67-14 Regarding The Revision Of Countywide Siting Element Of The Kern County And Incorporated Cities Integrated Waste Management Plan Wi/Ni Ayes All</p> <p>All Ord. Read By Title Only</p> <p>Approved & Filed Ni/Wi Ayes All</p> <p>Adopted Resolution No. 69-14 Authorizing The Destruction Of Certain Records Subject To Approval Of City Attorney Ni/Wi Ayes All</p>
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ACTION TAKEN

8. Lion’s Club Apple Drop special event to be held on October 12, 2014 – **APPROVED THE LION’S CLUB APPLE DROP SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

Approved The Lion’s Club Apple Drop Special Event Application And Associated Street Closures
Ni/Wi Ayes All

9. Main Street’s Trunk or Treat special event to be held on October 31, 2014– **APPROVED THE MAIN STREET TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

Approved The Main Street Trunk Or Treat Special Event Application And Associated Street Closures
Ni/Wi Ayes All

FINANCE DIRECTOR REPORTS

10. Disbursements, bills and claims for September 16, 2014 through October 2, 2014 – **AUTHORIZED PAYMENTS**

Authorized Payments
Ni/Wi Ayes All

PUBLIC WORKS DIRECTOR REPORTS

11. HERO Program participation – **PUBLIC WORKS DIRECTOR JON CURRY GAVE REPORT; ADOPTED RESOLUTION NO. 68-14 CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO SUBJECT TO APPROVAL OF CITY ATTORNEY AND CITY MANAGER**

Public Works Director Jon Curry Gave Report; Adopted Resolution No. 68-14 Consenting To The Inclusion Of Properties Within The City’s Jurisdiction In The California Hero Program To Finance Distributed Generation Renewable Energy Sources, Energy And Water Efficiency Improvements And Electric Vehicle Charging Infrastructure And Approving The Amendment To A Certain Joint Powers Agreement Related Thereto Subject To Approval Of City Attorney And City Manager
Gr/Wi Ayes All

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

12. Introduction of an Ordinance repealing and replacing sections of the Tehachapi Municipal Code with a new Zoning Code – **INTRODUCTION ONLY**

Introduction Only
Gr/Co Ayes All

CITY ENGINEER REPORTS

13. Bicycle Master Plan Phase I Project bid – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; AWARDED THE BICYCLE MASTER PLAN PHASE I PROJECT TO COOLEY CONSTRUCTION INC. IN THE AMOUNT OF \$133,348.70 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$6,667.44)**

City Engineer, Jay Schlosser, Gave Report; Awarded The Bicycle Master Plan Phase I Project To Cooley Construction Inc. In The Amount Of \$133,348.70 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$6,667.44)
Ni/Co Ayes All

*14. Cooperative Agreement with the County of Kern for building inspection services – **APPROVED THE COOPERATIVE AGREEMENT FOR BUILDING SERVICES WITH THE COUNTY OF KERN AND AUTHORIZED THE MAYOR AND CITY ATTORNEY TO SIGN**

Approved The Cooperative Agreement For Building Services With The County Of Kern And Authorized The Mayor And City Attorney To Sign
Ni/Wi Ayes All

POLICE CHIEF REPORTS

*15. Code Enforcement Officer assignment and salary plan – **APPROVED THE REASSIGNMENT OF THE CODE ENFORCEMENT OFFICER TO THE POLICE DEPARTMENT AND APPROVED THE ESTABLISHED SALARY RANGE FOR THE POSITION**

Approved The Reassignment Of The Code Enforcement Officer To The Police Department And Approved The Established Salary Range For The Position
Ni/Wi Ayes All

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

*17. Opposition of Proposition 47 regarding criminal sentences and misdemeanor penalties – **ADOPTED RESOLUTION NO. 70-14 OPPOSING PROPOSITION 47**

Adopted Resolution No. 70-14 Opposing Proposition 47
Gr/Wi Ayes All

CLOSED SESSION

1. Conference with Legal Counsel regarding anticipated litigation pursuant to Government Code Section 54956.9(d)(2), (e)(1).

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, October 20, 2014, at 6:00p.m.

ASHLEY WHITMORE
Deputy City Clerk, City of Tehachapi

Approved this 20th day
Of October, 2014.

PHILIP SMITH
Mayor, City of Tehachapi



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

COUNCIL REPORTS

MEETING DATE: OCTOBER 20, 2014 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: OCTOBER 15, 2014

SUBJECT: CONTRACT FOR IT SERVICES

BACKGROUND

On August 19th, City staff released a Request for Qualifications for IT services. Staff received Statements of Qualifications from three companies, Code 3 IT & System Integrations, Diamond Technologies, and Two Shea Consulting.

After a thorough review of statements by a team of staff members, an interview was conducted with Diamond Technologies. The company demonstrated a clear understanding of what City staff is looking for and is fully qualified and staffed to service the City's current and future IT needs.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND DIAMOND TECHNOLOGIES AND AUTHORIZE THE MAYOR TO SIGN

AGREEMENT

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2014, by and between the CITY OF TEHACHAPI ("City") and DIAMOND TECHNOLOGIES, INC., a California Corporation ("Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to provide system integrator consulting services which includes but is not limited to the Services described in Exhibit "A" attached hereto and by this reference made a part hereof and ongoing projects, ad-hoc training, project management, network administration, procurement, trouble-shooting, upgrades, and proactive planning as well as IT, wireless, security cameras, VOIP systems, and access control (the "Services") and Consultant is agreeable thereto under the terms and conditions described hereinafter.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the Services and Consultant agrees to provide the Services under the terms and conditions hereinafter described.
3. Consultant shall provide the Services for the following compensation: City shall pay Consultant \$25,000.00 upon City's execution of this Agreement (the "Deposit") and Consultant shall charge its staff time for performance of its Services against the Deposit. In this regard, Consultant's staff time will be charged based on the matrix attached as Exhibit "B" hereto and by this reference made a part hereof with reference to the "20% Discount" line item so that, for example, a systems engineer's time will be charged at \$140.00 per hour during normal business hours (the "Discounted Rate"). For an "emergency" as more particularly described in Exhibit "C" attached hereto and by this reference made a part hereof, the staff time will be billed at 1.25% of the Discounted Rate during normal business hours. For Services performed outside of normal business hours, the hourly rate shall be 1.5% of the Discounted Rate except for Sundays and holidays in which case it will be twice the Discounted Rate. As for Services outside of normal business hours, there will be a minimum charge of two hours of time. A minimum charge of one hour of time will apply to all non-emergency onsite service calls and fifteen minutes for remote support during regular business hours. Travel is charged one way only. The foregoing charges relate only to Services and not to materials which shall be invoiced separately.

(a) City may pay additional Deposits from time to time as the existing Deposit is used in full. The amount of each Deposit may be more or less than the existing Deposit and shall be determined at City's sole and absolute discretion and consistent with the Deposits allowed in Exhibit "B." In the event of the expiration of this Agreement or its earlier termination, the portion of a Deposit remaining unused shall be promptly reimbursed to City without interest.

(b) Consultant shall provide a written statement to City each month showing the amount of the remainder of the Deposit and the Services performed and the charges for each Service as well as any materials provided. Each invoice shall contain such other information and documentation as City may reasonably require from time to time. City Manager or his designated representative shall have the right of reasonable review of each invoice and, at the conclusion of the review and to the extent there are Services or material for which payment has not been made by City, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. The term of this Agreement shall be from the date hereof to June 30, 2017 provided, however, that City may terminate this Agreement at any time upon thirty (30) days prior written notice and in that event, Consultant shall be entitled to payment for those Services rendered through the date of termination provided satisfactory to City.

5. Consultant shall indemnify, defend and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, arising out of or in any way connected with any act or omission by or on behalf of Consultant but only to the extent caused by the act or omission by or on behalf of Consultant. Notwithstanding the foregoing, Consultant shall not be responsible for the loss of data under any circumstances.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

(b) Such workers compensation insurance as required by statute.

Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees,

and agents are named as additional insureds and specifically designating all such insurance as "primary," excluding professional liability insurance, and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void. All documents, reports, information, data, exhibits, maps, tables, charts, and all other matters generated by Consultant shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City. To the extent necessary in order for Consultant to perform its services under this Agreement, Consultant may access all City Department files as necessary, provided, however, that Consultant shall not allow any person, whether employed by Consultant, representative of the City, or other third party to access the files of the City's Finance Department or the City's Police Department except for City personnel authorized in a writing by the City Manager to do so or the City Finance Director (if access is requested to the Finance Department files) or the Police Chief (if access is requested to the Police Department files).

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed or if sent by electronic mail ("Email") or when deposited in the United States mail, postage prepaid, first class, addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - ggarrett@tehachapicityhall.com; or if to Consultant, Diamond Technologies, Inc., 8701 Swigert Court, Bakersfield, California 93311, Fax – (661) 833-5608, Email – mleftwich@diamondtechsolutions.net. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

15. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

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

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

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

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

20. Consultant agrees to take all reasonable measures to protect City's computer systems from computer viruses, including installation and maintenance of the latest versions of anti-virus software. Any computer viruses existing as of the date of this Agreement may be removed by Consultant at City's request and at City's sole cost and expense.

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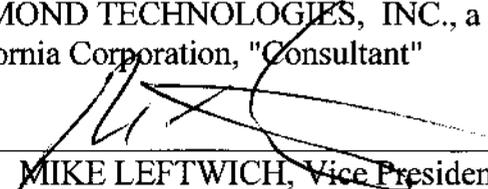
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

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

DIAMOND TECHNOLOGIES, INC., a
California Corporation, "Consultant"

By: 

MIKE LEFTWICH, Vice President

EXHIBIT "A"

VENDOR SERVICE REQUIREMENTS

The vendor must be able to provide services with regard to server and network management, network security, assistance in the continued implementation of business continuity and disaster recovery directives, and support to City of Tehachapi staff.

The following details the minimum services to be provided to the City of Tehachapi in the area of information technology services:

A. Annual Assessment –

i. With the assistance of City staff, compile an inventory of all information technology assets, assess system assets for viability, software and maintenance agreements, hardware warranties, and make recommendations for improving City-wide IT system performance and purchases for the upcoming fiscal year.

B. Server Administration Services –

i. Administration of computer servers and associated hardware, software, communications and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system.

ii. Monitor server performance and capacity management services.

iii. Ensure scheduled preventive maintenance on equipment is promptly performed; assist in development of backup plans and procedural documentation.

C. Network Administration Services –

i. Management of network equipment including switched, firewalls, routers, VOIP phone system and other security devices.

ii. Management of backups, disaster recovery and business continuity processes.

iii. Management of group policy, software updates, the monitoring of network performance and capacity management services.

D. Security –

- i. Administration of virus/malware detection and spam reduction programs and hardware and email archive system.
- ii. Administration of Mikrotik Routerboard 1200 Firewall and UTM.
- iii. Administration of all City of Tehachapi servers which includes but is not limited to all versions of Windows Server 2008, Exchange 2010, and SQL.
- iv. Assist the City of Tehachapi in complying with best practices as well as Criminal Justice Information Systems (CJIS) requirements related to Police Department operations.

E. Strategic Planning –

- i. Make recommendations for future purchasing and technology needs.
- ii. Assist with technology policy formation and application.

F. Onsite Support –

- i. Provide onsite support as work load dictates.

G. Deliverable Reporting –
Annual Reports

- i. Annual Asset Inventory Assessment and Recommendations.
- ii. Annual Security Assessment Report.
- iii. Annual Strategic Planning Report.

Monthly Reports

- i. Server Administration duties performed summary report.
- ii. Network Administration duties performed summary report.
- iii. Security and BCDR duties performed summary report.

EXHIBIT "B"



8701 Swigert Ct
 Bakersfield, CA 93311
 Phone: 661.833.5600 Fax 661.833.5608

Block Retainer Service and Support Agreement

Our block retainer support agreement is designed to provide you with the highest level of service and support at a competitive price. You have the option of purchasing as large of a retainer as you care to, which in turn, will control the level of discounting you receive. We suggest purchasing a block large enough to support your projected needs for the next three (3) to six (6) months to get the lowest discount possible. Through the purchase of a block retainer agreement, you will have access to our full service and support staff including Senior System Engineers, Network Technicians, Project Managers, and Network/PC Technicians. The schedule below shows the block retainers available for purchase:

Block Purchased	Discount	Savings
\$5000.00	5%	\$250.00
\$10,000.00	10%	\$1000.00
\$15,000.00	15%	\$2250.00
\$25,000.00	20%	\$5000.00

All technology needs are not the same. Our goal is to dispatch the "right person" for the job. Please find the breakdown of work role rates and associated discounts based off your Block Retainer purchase decision.

Work Roles	Systems Engineer	Network Administrator	Sr Network Technician	Computer Technician
Standard Rate	\$175.00	\$150.00	\$135.00	\$115.00
5% Discount	\$166.25	\$142.50	\$128.25	\$109.25
10% Discount	\$157.50	\$135.00	\$121.50	\$103.50
15% Discount	\$148.75	\$127.50	\$114.75	\$97.75
20% Discount	\$140.00	\$120.00	\$108.00	\$92.00

Block retainers may be used for services only. All materials will be billed and invoiced separately. Billing is done in increments of 15 minutes. A minimum service charge of 1 (one) hour will apply to all non-emergency onsite service calls and 15 minutes (.25) for remote support during regular business hours. Travel is charged in one direction only. Work performed outside of normal business hours and emergency support will be billed at a higher rate. Please see attached Block Retainer Service Level Agreement (SLA) for after hours, holiday and emergency response rates.

Diamond Technology Solutions is not responsible for the loss of data under any circumstances. We recommend that a schedule of virus checks and daily backups be developed to avoid data loss due to component failure, software failure, negligence or theft. Rates may change.

Block Retainer Option: _____

Total Cost: _____



Block Retainer Service Level Agreement (SLA)

The first purpose of this document defines "normal business hours" and outlines additional charges/minimum hours when work falls outside of normal business hours. This second purpose states our Service Level Agreement (SLA) which defines the standards we hold ourselves to in delivering timely service.

Normal Business Hours and Additional Charges/Minimums

Diamond Technologies operates between the hours of 8am to 5pm Monday thru Friday. Diamond Technologies observes all State and Federal Holidays. Any work performed outside of Normal Business Hours will be subject to the following hourly multiplier and minimum service charges:

After Hours and Emergency Response	Hourly Multiplier	Minimum Service Call
Monday- Friday 5pm to 8am	1.5	2 hours
Anytime on Saturday	1.5	2 hours
Sundays and Holidays	2.0	2 hours
Emergency Response During Normal Business Hours	1.25	1 hour

Service Level Agreement

Diamond Technologies understands how important it is to respond to your service requests in a timely fashion. Our commitment to our clients is to have a technician contact you within 8 business hours from the time that we receive your support request. In the event that your needs are more urgent and require a 4 hour "emergency response", we will dispatch a technician within 4 hours. An hourly multiplier of 1.25 will be used on all emergency support requests during normal business hours.

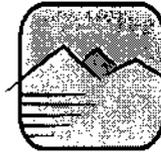
This agreement is a legally binding instrument when signed by the client and accepted by Diamond Technology Solutions.

My signature below certifies that I have read, understand, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me. I also understand that any refund that may occur will be paid within 30 days from receipt of notice of cancellation.

Accounts Payable

Checks by Date - Detail By Vendor Number

User: hthomas
 Printed: 10/15/2014 - 8:15 AM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	213463	PD/contract overages10/5/13-10/4/14 Canon/iR	746.80
		Check Total:	746.80
		Vendor Total:	746.80
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B184923	Swr/Influent/Effluent samples	325.00
		Check Total:	325.00
		Vendor Total:	325.00
0041	Benz Propane Company Inc.		
Check No:	0	Check Date:	
	238296938	PW/Acct#1228100/yard bottles	105.63
		Check Total:	105.63
		Vendor Total:	105.63
0061	BSK Associates		
Check No:	0	Check Date:	
	A422005	Swr/Effluent analysis September 2014	150.00
		Check Total:	150.00
		Vendor Total:	150.00
0101	Central San Joaquin Valley RMA		
Check No:	0	Check Date:	
	RMA-2015-0701-1	Workers Comp - Engr	3,352.69
	RMA-2015-0701-1	Workers Comp - Airport	3,238.93
	RMA-2015-0701-1	Workers Comp - Transit	87.00
	RMA-2015-0701-1	Workers Comp - WWTP	6,805.76
	RMA-2015-0701-1	Workers Comp-Gen Gov	2,730.34
	RMA-2015-0701-1	Workers Comp-Finance	347.98
	RMA-2015-0701-1	Workers Comp - PW	3,874.67
	RMA-2015-0701-1	Workers Comp - Landscape	1,492.31
	RMA-2015-0701-1	Workers Comp - Construction	2,623.27
	RMA-2015-0701-1	Workers Comp - Comm Dev.	1,766.69
	RMA-2015-0701-1	Workers Comp - IT	107.07
	RMA-2015-0701-1	Workers Comp - Police	26,607.39
	RMA-2015-0701-1	Workers Comp - Council	194.07
	RMA-2015-0701-1	Workers Comp - City Clerk	207.45
	RMA-2015-0701-1	Workers Comp - Treasurer	40.15
	RMA-2015-0701-1	Workers Comp - Streets	2,328.82
	RMA-2015-0701-1	Workers Comp - Refuse	327.91

Vendor	Invoice No	Line Description	Check Amount
	RMA-2015-0701-1	Workers Comp - Water Distr.	10,787.50
	RMA-2015-0701-2		1,288.00
	RMA-2015-0701-3	Pooled Liab - Gen Gov	13,749.17
	RMA-2015-0701-3	Pooled Liab - Water	6,328.59
	RMA-2015-0701-3	Pooled Liab - Sewer	4,740.24
		Check Total:	93,026.00
		Vendor Total:	93,026.00
0127	State of California Department of Justi		
Check No:	0	Check Date:	
	061621	PD/Fingerprint apps/child abuse index 09/14	1,067.00
		Check Total:	1,067.00
		Vendor Total:	1,067.00
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	4781	Parking Activity for 08/14	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0223	Kern County Auditors Office		
Check No:	0	Check Date:	
	10012014	Parking Ctiation Revenue 08/14	33.00
		Check Total:	33.00
		Vendor Total:	33.00
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	24	GG/Broome Family Trust v City of Tehachapi	13,008.00
	40	GG/Walmart CEQA Litigation-09/14	12,711.00
		Check Total:	25,719.00
		Vendor Total:	25,719.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140163124	PW/Linen maintenance-Sept 2014	104.52
	140164449	PW/Linen maintenance-Sept 2014	99.10
	140165773	PW/Linen maintenance-Sept 2014	104.52
		Check Total:	308.14
		Vendor Total:	308.14
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2407974	Swr/Acct#965528800/800 Enterprise 3yd bin/fee	132.23
	2408147	Swr/Acct#975428801/800 Enterprise Storage co.	85.00
		Check Total:	217.23
		Vendor Total:	217.23
0310	Willdan Financial Services		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	010-25618-1	LLD/#2 Admin Fees for Oct-Dec 2014	238.38
	010-25618-2	LLD/#2 Admin Fees for Oct-Dec 2014	75.83
	010-25618-3	LLD/#2 Admin Fees for Oct-Dec 2014	182.28
	010-25618-4	LLD/#2 Admin Fees for Oct-Dec 2014	568.79
	010-25618-5	LLD/#2 Admin Fees for Oct-Dec 2014	431.40
	010-25618-6	LLD/#2 Admin Fees for Oct-Dec 2014	16.35
	010-25618-7	LLD/#2 Admin Fees for Oct-Dec 2014	56.27
	010-25618-8	LLD/#2 Admin Fees for Oct-Dec 2014	33.83
		Check Total:	1,603.13
		Vendor Total:	1,603.13
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0275816	Wtr/red dyed diesel fuel	84.04
	0276485	PW/unleaded & diesel fuel	1,154.55
	0276703	PW/unleaded & diesel fuel	1,008.19
		Check Total:	2,246.78
		Vendor Total:	2,246.78
0372	Southern California Edison		
Check No:	0	Check Date:	
	10042014-1	LLD/1002 Applewood St	38.17
	10042014-2	Strts/Curry St/Walnut	16.41
	10042014-3	Wtr/1299 S Curry St	3,857.57
	10042014-4	Wtr/Pinon	4,650.29
	10042014-5	Wtr/Curry	11,509.44
	10042014-6	LLD/1347 Clasico Dr PED	37.50
	10042014-7	LLD/1115 Alder Ave PED	25.82
	10042014-8	LLD/1415 Alder Ave PED	25.83
	10072014-1	Strts/100 W Tehachapi Bl #B	185.99
	10072014-10	Strts/Curry Sts/Opinion St	17.55
	10072014-11	Strts/710 W Tehachapi Blvd	160.21
	10072014-12	Strts/Valley Bl W/O Dennison	407.46
	10072014-13	Strts/Dennison/Brett Ave	44.44
	10072014-14	Strts/Goodrick Dr E/O Dennison	203.73
	10072014-15	Strts/800 S Curry St	31.25
	10072014-16	Strts/F St E/O Mulberry	263.96
	10072014-17	Strts/213 W I St	11.21
	10072014-18	Strts/Highline & Curry	16.76
	10072014-19	Strts/Mill St S/O E St	11.21
	10072014-2	Strts/101 W F St	295.97
	10072014-20	Swr/000000 Tehachapi Blvd	135.62
	10072014-21	Swr/Tehachapi/Tucker	50.29
	10072014-22	Wtr/129 Brentwood Dr	3,859.29
	10072014-23	LLD/180 Valley	27.76
	10072014-24	LLD/311 Sutter St	28.13
	10072014-25	LLD/501 1/2 Pinon	27.50
	10072014-26	LLD/115 Manzanita Ln	27.18
	10072014-27	LLD/Pinon St/East Orchard/Curry	323.64
	10072014-3	Strts/Tr 2995 Oakwood/Val 9/1/14-10/1/14	7,965.48
	10072014-4	Strts/Tr 2995 Oakwood/Val 2/11/14-9/1/14	240.97
	10072014-5	Strts/Tucker Rd/Hwy 202	176.45
	10072014-6	Strts/Mill and J St	74.04
	10072014-7	Strts/Tr 45361 Mulberry AP	55.84
	10072014-8	Strts/Mill and J St	111.13
	10072014-9	Strts/Tehachapi Bl/Dennison	12.12

Vendor	Invoice No	Line Description	Check Amount
	10082014-1	Strts/1300 Goodrick Dr #Z	25.31
	10082014-2	Swr/755 Steuber Well	194.33
	10082014-3	Drain/409 Bailey Ct	42.03
		Check Total:	35,187.88
		Vendor Total:	35,187.88
0399	Sparkletts		
Check No:	0	Check Date:	
	100114	Swr/5G drinking water/cooler rental 09/14	147.50
		Check Total:	147.50
		Vendor Total:	147.50
0426	Tehachapi-Cummings County Water L		
Check No:	0	Check Date:	
	12401500	Wtr/Water usage Benz Sanitation	121.48
	28311900	LLD/water usage Landscaping	878.89
	3016100	Wtr/Water usage Henway	21.15
	44921300	Wtr/Water usage Chemtool	467.23
	45008700	LLD/water usage Warrior Park	1,338.82
	774410	LLD/water usage Median	1,032.32
	886.831	Wtr/water usage TUSD	9,919.31
		Check Total:	13,779.20
		Vendor Total:	13,779.20
0431	Tehachapi News		
Check No:	0	Check Date:	
	13621581-9/3	Notice inviting seal/Bicycle master plan Ad	261.25
	13628526-9/3	City of Tehach Notice of Nominees Ad	41.25
	13628583-9/3	GG/Tehachapi City Council Ad	33.75
	13629722-9/3	GG/Statewide Community Ad	36.25
	13632793-9/10	GG/Best of Tehach 20 Ad	33.00
	13632797-9/10	GG/Best of Teh 2014 Ad	66.00
	13636495-9/10	Eng/Buildng Inspector Ad	130.00
	13636495-9/17	Eng/Buildng Inspector Ad	130.00
		Check Total:	731.50
		Vendor Total:	731.50
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70488077	Wtr/3/8" fine PG64-10/env fce	279.89
	70522999	Wtr/3/8" fine pg64-10	456.69
	70523000	Wtr/3/8" fine pg64-10	384.58
	70523424	Swr/6sk 50/50 ae	1,026.44
		Check Total:	2,147.60
		Vendor Total:	2,147.60
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	134560-0	GG/multipurpose paper	68.78
	134571-0	PD/clips/cable org/batteries/pads/staples/pens	169.36
	134591-0	GG/notebook	2.77
	134593-0	GG/sorter/stapler	42.21

Vendor	Invoice No	Line Description	Check Amount
	134614-0	GG/2- calendars 2 sided erasable	52.61
	134623-0	GG/5- binders/label/5- index bnders	98.71
	134623-1	GG/4- index mkr/11- roll add	142.56
	134628-0	GG/paper/blackline copy/mailling tube	22.76
	134634-0	GG/ink refill	3.76
	134669-0	Wtr/2 dwr lat file dpt	385.93
	134674-0-1	Wtr/Calendar	30.06
	134674-0-2	Swr/Calendar	30.07
	134674-0-3	PW/Calendar	7.51
	134674-0-4	Land/Calendar	7.51
	134674-0-5	Const/Calendar	7.51
	134688-0	GG/compact rest foam/multipurpose paper	50.65
		Check Total:	1,122.76
		Vendor Total:	1,122.76
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-220975-1	Swr/first aid supplies	43.06
	34-220975-2	Wtr/first aid supplies	43.05
	34-220976-1	Air/first aid supplies	35.69
	34-220976-2	Const/first aid supplies	35.69
	34-220978	PW/first aid supplies	85.27
	34-220979	GG/first aid supplies	62.03
	34-220980	PD/first aid supplies	113.63
		Check Total:	418.42
		Vendor Total:	418.42
0509	Safety-Kleen Systems Inc.		
Check No:	0	Check Date:	
	64741849	PW/30G parts washer-solvent	334.73
		Check Total:	334.73
		Vendor Total:	334.73
0525	All American Tire & Service Center L		
Check No:	0	Check Date:	
	141235	PW/tires/munting/balance-2001 1500 Chev	638.79
	45549	Constr/tire repair-2008 2500 Chev	20.00
		Check Total:	658.79
		Vendor Total:	658.79
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	65106	PD/2- 4 oz Mahog plas WDFiller	9.65
	65151	Strts/1-1/4x10 Blk Imp pipe	29.79
	65175	Strts/end thread or cut pipe	10.00
	65178	Strts/1-1/4xclose blk nipple	1.71
		Check Total:	51.15
		Vendor Total:	51.15
0832	ACWA/JPIA		
Check No:	0	Check Date:	
	0313814-1	Medical/November 2014	73,009.06

Vendor	Invoice No	Line Description	Check Amount
	0313814-2	Dental/November 2014	8,726.44
	0313814-3	Vision/November 2014	1,146.78
	0313814-4	Life/November 2014	1,443.91
		Check Total:	84,326.19
		Vendor Total:	84,326.19
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date:	
	105115	Strts/broom sweeping serv-9/14	8,640.00
		Check Total:	8,640.00
		Vendor Total:	8,640.00
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4561	GG/full color letterhead	102.13
	4563	PD/roof numbers/2 door logo/warrior head	857.85
	4566	GG/Adopt a Landscape/Teh area assoc Realtors/	639.63
		Check Total:	1,599.61
		Vendor Total:	1,599.61
1075	Prime Signs		
Check No:	0	Check Date:	
	N-4133	GG/6- Harvest parking signs w/arrows	154.80
		Check Total:	154.80
		Vendor Total:	154.80
1285	CA Dept of Corrections and Rehabilita		
Check No:	0	Check Date:	
	1800269652-1	Strts/Maint CCI Crew- August 14	833.55
	1800269652-2	PW/CCI Crew- August 14	3,334.19
	1800269652-3	Land/CCI Crew- August 14	416.77
	1800269652-4	Mt Festival set up/CCI Crew- August 14	416.77
	1800269653-1	Strts/Maint CCI Crew- Sept 14	2,918.72
	1800269653-2	PW/CCI crew- Sept 14	833.92
	1800269653-3	LLD/CCI crew- Sept 14	2,918.72
	1800269653-4	Gran Fondo/CCI crew- Sept 14	416.96
		Check Total:	12,089.60
		Vendor Total:	12,089.60
1286	M&M's Sports Uniforms & Embroide		
Check No:	0	Check Date:	
	32152	PD/sew on patch	2.42
	32157	PD/Embroidery	137.06
		Check Total:	139.48
		Vendor Total:	139.48
1313	Certified Laboratories		
Check No:	0	Check Date:	
	1659304-1	Swr/towels/kleenex	336.80
	1659304-2	Air/towels/kleenex	174.90
	1659304-3	Depot/towels/kleenex	255.95

Vendor	Invoice No	Line Description	Check Amount
	1659304-4	GG/towels/kleenex	336.80
		Check Total:	1,104.45
		Vendor Total:	1,104.45
1321	Culligan Water Conditioning		
Check No:	0	Check Date:	
	10012014	PD/ACD rental	29.00
		Check Total:	29.00
		Vendor Total:	29.00
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	327155	Air/Parka 2" 44"W x 30" H	221.37
	328536-1	Strts/diaphragm assy-100-PEB	97.83
	328536-2	LLD/50-1.0 GPH xeri-bug emitter	17.42
	328536-3	LLD/75- 4" seal-a-matic spray body	94.33
	328536-4	LLD/75- 4" seal-a-matic spray body	94.33
	328698	LLD/15' side strip	38.38
	913585	Air/return Parka 2" 44"W x 30" H	-221.37
		Check Total:	342.29
		Vendor Total:	342.29
1441	Grainger		
Check No:	0	Check Date:	
	9556224591-1	LLD/2-pet waste bags pk 10	159.59
	9556224591-2	Parks/2-pet waste bags pk 10	159.58
		Check Total:	319.17
		Vendor Total:	319.17
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2409758	PW/Acct#966755300/800 Enterprise toilet serv	55.75
	2410477	PW/Acct#300421000/800 Enterprise rolloff serv	432.89
		Check Total:	488.64
		Vendor Total:	488.64
1513	H & S Hose & Supply Inc.		
Check No:	0	Check Date:	
	32339	PW/3" aluminum dust cap	15.15
		Check Total:	15.15
		Vendor Total:	15.15
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	422352	GG/pest control-104 S Robinson	79.00
	422407	PD/pest control-220 C St	95.00
		Check Total:	174.00
		Vendor Total:	174.00
1801	HD Supply Waterworks LTD		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	C915585	Strts/Threaded STD BLK 90 bend Union & Hex	151.04
		Check Total:	151.04
		Vendor Total:	151.04
1843	The Bank of New York Mellon Trust C		
Check No:	0	Check Date:	
	09182014-1	Wtr/Water & Sewer SER 2004	27,088.69
	09182014-2	Swr/Water & Sewer SER 2004	166,401.94
		Check Total:	193,490.63
		Vendor Total:	193,490.63
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	820481	Air/return/bulk trailer wire-Inv 820414	-106.43
	823969	GG/serpentine belt/drivebelt assy-05 Chevy truel	94.04
	824071	GG/pulley	24.71
	824095	GG/pcv hose	20.95
	824125	GG/drivebelt idler pulleys-2005 Chevy truck	9.68
		Check Total:	42.95
		Vendor Total:	42.95
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	OCT3922	GG/rental water cooler-October	26.95
		Check Total:	26.95
		Vendor Total:	26.95
2200	Argo Chemical		
Check No:	0	Check Date:	
	1409180	Wtr/Chlor sol 12.5% NSF/Freight	1,624.70
		Check Total:	1,624.70
		Vendor Total:	1,624.70
2236	Pacific West Sound Inc.		
Check No:	0	Check Date:	
	19827	War Bird/rental sound system for fly in	635.11
		Check Total:	635.11
		Vendor Total:	635.11
2589	Jerome's Tractor Service		
Check No:	0	Check Date:	
	C-14-473	Air/mow 35 Acre/mow 25 Acre	2,500.00
		Check Total:	2,500.00
		Vendor Total:	2,500.00
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH5872-1	Wtr/glv/eyewear/safety vests/visors/coverall/sol:	122.25
	CATEH5872-2	Swr/glv/eyewear/safety vests/visors/coverall/sol:	122.25

Vendor	Invoice No	Line Description	Check Amount
	CATEH5872-3	Swr/glv/eyewear/safety vests/visors/coverall/sol:	61.12
		Check Total:	305.62
		Vendor Total:	305.62
2937	Carney's Business Technology		
Check No:	0	Check Date:	
	INV67888	PD/serv error cd/Xer Phaser 6500	50.00
		Check Total:	50.00
		Vendor Total:	50.00
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0122	PD/4-tires gray Ford TE 05	620.00
		Check Total:	620.00
		Vendor Total:	620.00
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	2557	Strts/6x4 Grn/Wht "Bailey" sign	69.88
	2594	PW/50- 18" Cones OR/BLK 3lb w/6" REFL	497.19
	9377	Strts/36" Solar Stop sign	1,773.75
	9460	Safe Route 12" Red LED solar beacon	3,332.50
	K02574	Strts/36x36 Blk/Yel HIP custom sign	290.25
		Check Total:	5,963.57
		Vendor Total:	5,963.57
3355	Got Weeds?		
Check No:	0	Check Date:	
	689	Air/Weed control & gardening Oct 2014/spray li	1,250.00
		Check Total:	1,250.00
		Vendor Total:	1,250.00
3370	Information Technology Services		
Check No:	0	Check Date:	
	4962	PD/CJIS Access-License fee July-Sept 2014	210.00
		Check Total:	210.00
		Vendor Total:	210.00
3536	American Wind Energy Association		
Check No:	0	Check Date:	
	10012014	CD/Membership 1/1/15-12/31/15	500.00
		Check Total:	500.00
		Vendor Total:	500.00
3566	BlueLine Rental		
Check No:	0	Check Date:	
	1451900-0001	Swr/rental/90 HP Class Dozer LT	1,095.34
	1480312-0001	PW/replacement valve assembly	158.37
		Check Total:	1,253.71

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	1,253.71
3579	TransUnion Risk and Alternative		
Check No:	0	Check Date:	
	10012014	PD/person search Sept 2014	0.75
		Check Total:	0.75
		Vendor Total:	0.75
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2408406	GG/Acct#300421002/115 S Robinson	35.00
	2408407	Swr/Acct#300421004/750 Enterprise	35.00
	2408408	PD/Acct#300421006/220 West C St	35.00
		Check Total:	105.00
		Vendor Total:	105.00
3725	Powerstride Battery Co. Inc.		
Check No:	0	Check Date:	
	83683	GG/V-17 battery	99.98
		Check Total:	99.98
		Vendor Total:	99.98
3756	D.O.D. Construction		
Check No:	0	Check Date:	
	R13008-2	Pinon & Curry SR2S/Estimate No 2	188,404.00
		Check Total:	188,404.00
		Vendor Total:	188,404.00
3798	Lynn's Service Group		
Check No:	0	Check Date:	
	2514	PD/Wash/clay/polish & wax service vehicle	100.00
		Check Total:	100.00
		Vendor Total:	100.00
3799	Red Hot Signs		
Check No:	0	Check Date:	
	09252014	War Bird sponsor banners/plasticore hanger sign	195.65
		Check Total:	195.65
		Vendor Total:	195.65
3800	Sebastian Smith		
Check No:	0	Check Date:	
	20141010	Gran Fondo/Video Production	300.00
		Check Total:	300.00
		Vendor Total:	300.00

Vendor	Invoice No	Line Description	Check Amount
--------	------------	------------------	--------------

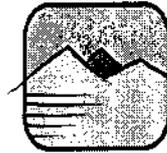
Report Total:

687,479.28

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 10/2/2014 - 5:11 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	41291	Check Date: 10/02/2014	
Vendor:	0155	FedEx	
570970449985		PD/standard overnight shipping	123.19
602096150150		Eng/standard overnight shipping	38.54
			161.73
Check No:	41292	Check Date: 10/02/2014	
Vendor:	3640	Lake Tahoe Resort Hotel	
08072014		PD/Rims Conference lodging	779.88
			779.88
Check No:	41293	Check Date: 10/02/2014	
Vendor:	UB*01394	Jeri Lee	
		Refund Check	64.39
			64.39
Check No:	41294	Check Date: 10/02/2014	
Vendor:	2562	Wyatt J. Misiura	
09292014-1		Swr/Pre-pay mileage 309 Mi@.56 mile	173.04
09292014-2		Swr/per diem State Wtr bd Gr V exam/Fresno	50.00
			223.04
Check No:	41295	Check Date: 10/02/2014	
Vendor:	2833	Sun Ridge Systems Inc.	
08072014		PD/Rims Conference regist/A Wood	605.00
			605.00
Check No:	41296	Check Date: 10/02/2014	
Vendor:	1947	Tehachapi Lawn and Garden Equipment	
09082014		Wtr/Air filter	59.11
			59.11
Check No:	41297	Check Date: 10/02/2014	
Vendor:	0431	Tehachapi News	
13524579-0604		GG/Weed abatement/3rd ad	161.00
13524579-0611		GG/Weed abatement/4th ad	161.00
13528146-0604		GG/Planning Commission R/2nd ad	168.00
			490.00
Check No:	41298	Check Date: 10/02/2014	
Vendor:	3606	Joshua W. Thompson	
09302014-1		Wtr/Reimburse/Wtr Dist G 2 Exam 3/15/14	65.00
09302014-2		Wtr/Reimburse/Wtr Treat G 2 Exam 5/17/14	65.00
09302014-3		Wtr/Reimburse/Wtr Treatment Plant Oper manu:	116.68
			246.68
Check No:	41299	Check Date: 10/02/2014	

Vendor:	3284 Alexia Wood	
08072014-1	PD/Rims confer/meals/A Wood	165.00
08072014-2	PD/Rims/719.12 m @ .56 m/A Wood	402.70
		<hr/>
		567.70
		<hr/>
	Date Totals:	3,197.53
		<hr/>
	Report Total:	3,197.53
		<hr/> <hr/>

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 10/6/2014 - 5:08 PM



			Check Amount
Check No:	41300	Check Date: 10/06/2014	
Vendor:	2963	AT&T	
5714443		Air/DSL Fax	48.93
5716113		Swr/Telemetry System	17.14
5723471		GG/Ch line 1	398.87
5723472-1		Swr/WWTP office	103.45
5723472-2		Swr/Credit/WWTP office	-14.85
5723474		GG/Ch Fax	62.00
5723475		Air/Awos	17.20
5723476		PW/DSL Fax	32.59
5723477		Air/Fuel System	17.21
5723480		Swr/Scada	97.19
5723994		GG/Credit/108 Pinon Fax	-2.70
5724337		Depot	49.53
5724652		LLD/auto dialer/1002 Applewood	17.20
5724703		PD/telephone	178.97
5724704		PD/telephone	18.12
5736451		PD/T1 line	305.79
5747526		PD/subscriber access line	178.97
			1,525.61
Check No:	41301	Check Date: 10/06/2014	
Vendor:	3017	Bear Valley Police Department	
09302014		AB 109 Funding	41,666.00
			41,666.00
Check No:	41302	Check Date: 10/06/2014	
Vendor:	3788	Bear Valley VIP'S	
09252014		Donation/Gran Fondo- assistance	1,000.00
			1,000.00
Check No:	41303	Check Date: 10/06/2014	
Vendor:	3792	Biking for Fun, DBA Bike Bakersfield	
09252014		Donation/Gran Fondo-assistance	500.00
			500.00
Check No:	41304	Check Date: 10/06/2014	
Vendor:	3789	Desert Search & Rescue	
09252014		Donation/Gran Fondo-assistance	1,000.00
			1,000.00
Check No:	41305	Check Date: 10/06/2014	
Vendor:	3787	FOR-CERT	
09252014-1		Donation/Gran Fondo- assistance	1,000.00
			1,000.00
Check No:	41306	Check Date: 10/06/2014	

Vendor:	3787 FOR-CERT		
09252014-2	Donation/Gran Fondo- assist/Golden Hills/City t		500.00
			<hr/>
			500.00
Check No:	41307	Check Date:	10/06/2014
Vendor:	1822 Ed Grimes		
09082014	Coun/milage reimburs/ACCAPS		131.11
449991	Coun/meal allowance		5.28
601736	Coun/meal allowance		12.12
			<hr/>
			148.51
Check No:	41308	Check Date:	10/06/2014
Vendor:	3786 Kern County Sheriff's Explorers Post 519		
09252014	Donation/Gran Fondo- assistance		500.00
			<hr/>
			500.00
Check No:	41309	Check Date:	10/06/2014
Vendor:	3794 Cory Lockwood		
09252014	GF/King of the Mountain Winner		500.00
			<hr/>
			500.00
Check No:	41310	Check Date:	10/06/2014
Vendor:	3795 Greg Loskorn		
2516	Gran Fondo/photography		500.00
			<hr/>
			500.00
Check No:	41311	Check Date:	10/06/2014
Vendor:	3793 Becky Mason		
09252014	GF/Queen of the Mountain Winner		500.00
			<hr/>
			500.00
Check No:	41312	Check Date:	10/06/2014
Vendor:	3276 Rotary Club of Tehachapi c/o Linda Carhart		
09292014	Refund/Dep/Harvest Moon Teen dance		200.00
			<hr/>
			200.00
Check No:	41313	Check Date:	10/06/2014
Vendor:	0372 Southern California Edison		
09172014	Strts/800 S Curry St #A		53.27
09192014-1	Air/314 N Hayes St		192.68
09192014-10	Air/NE CrTeh airport 8/18-9/17/14		167.57
09192014-11	Air/314 N Hayes St #G3		41.24
09192014-12	Air/Dennison/S O Hwy 58		163.89
09192014-13	Air/314 N Hayes St		137.43
09192014-14	Swr/800 Enterprise/misc chgs		101.72
09192014-15	PW/800 Enterprise Shop		448.74
09192014-16	Swr/800 Enterprise		592.99
09192014-17	GG/115 S Robinson St		1,618.72
09192014-18	PD/129 E F St		659.82
09192014-19	GG/303 E D St		41.02
09192014-19	PW/100 Commercial Way		309.33
09192014-2	Air/9999 1/2 Hayes		112.88
09192014-21	PW/101 Commercial Way		134.88
09192014-3	Air/316 S Mojave St		32.72
09192014-4	Air/314 N Hayes St PAPI		100.96
09192014-5	Air/409 Bryan Ct		290.10
09192014-6	Air/West End Teh 7/18-8/18/14		25.92

09192014-7	Air/West End Teh 8/18-9/17/14	25.84
09192014-8	Air/314 N Hayes St #B	298.51
09192014-9	Air/NE cor Teh airport 7/18-8/18/14	570.28
09232014-1	GG/311 E D St	141.55
09232014-2	GG/114 S Green	327.36
09232014-3	CC/104 S Robinson St	94.93
09232014-4	Strts/113 S Mojave St	170.02
09232014-5	Wtr/White Oak Ext-E Curry	2,456.62
09232014-6	LLD/318 E E St	97.15
09242014-1	GG/200 W Tehachapi Bl	56.37
09242014-2	PD/220 W C	2,888.67
09242014-3	Strts/213 S Curry St A	20.41
09242014-4	LLD/329 1/2 D St	122.99
09252014-1	LLD/119 Industrial Pkwy	39.23
09252014-2	Swr/880 Enterprise	2,073.47
09252014-3	GG/109 E Tehachapi Bl	217.94
09252014-4	GG/111 W I St	61.55
09252014-5	Strts/209 1/2 E Tehachapi Bl	26.35
09252014-6	Strts/333 1/2 E Tehachapi Bl	180.42
09252014-7	GG/1125 Capital Hills	25.59
09262014	Traf/801 Mountain View Av	64.32
09272014-1	Strts/Tehach Bl W/O Green	16.98
09272014-2	Strts/103 Tehachapi Bl	93.44
09272014-3	Strts/101 E Tehachapi Bl #B	204.85
09272014-4	Strts/110 S Mill St	138.54
09272014-5	Strts/Curry/D St	16.98
09272014-6	Wtr/358 E D St	4,633.96
09302014	Swr/800 Enterprise	10,385.46

30,675.66

Check No: 41314 Check Date: 10/06/2014
 Vendor: 3784 SSCERT
 09252014 Donation/Gran Fondo assistance

1,000.00

1,000.00

Check No: 41315 Check Date: 10/06/2014
 Vendor: 3031 Stallion Springs CSD
 09302014 AB 109 Funding

41,666.00

41,666.00

Check No: 41316 Check Date: 10/06/2014
 Vendor: 3796 Pat Strong
 09222014 GF/Entertainment/sponsor dinner

300.00

300.00

Check No: 41317 Check Date: 10/06/2014
 Vendor: 3785 SVP 830 Senior Volunteers Mojave Area
 09252014 Donation/Gran Fondo- assistance

1,000.00

1,000.00

Check No: 41318 Check Date: 10/06/2014
 Vendor: 3790 Tehachapi Citizen Service Unit
 09252014 Donation/Gran Fondo-assistance

1,000.00

1,000.00

Check No: 41319 Check Date: 10/06/2014
 Vendor: 3791 Tehachapi Mountain Search & Rescue
 09252014 Donation/Gran Fondo-assistance

1,000.00

			Check Amount
			1,000.00
Check No:	41320	Check Date: 10/06/2014	
Vendor:	3783	Tehachapi Police VIP'S	
09252014		Donation/Gran Fondo- assistance	1,000.00
			1,000.00
Check No:	41321	Check Date: 10/06/2014	
Vendor:	3455	Tehachapi Tourism Commission	
09252014		Donation/Gran Fondo- assistance	5,000.00
			5,000.00
Check No:	41322	Check Date: 10/06/2014	
Vendor:	3777	Tehachapi Valley Wrestling Club	
09252014		Donation/Gran Fondo- assistance	250.00
			250.00
Check No:	41323	Check Date: 10/06/2014	
Vendor:	3011	Verizon Wireless	
872239130-1		GG/Mobile Broadband/C Kirk	38.01
872239130-2		Fin/Mobile Broadband/H Chung	29.65
872239130-3		Wtr/Mobile Broadband/J Curry	15.01
872239130-4		Swr/Mobile Broadband/J Curry	15.01
9732257105-1		GG/Mobile Broadband/C Coordinator	38.01
9732257105-2		Air/Mobile Broadband/Gaston	38.01
9732257105-3		GG/Mobile Broadband/A Whitmore	38.01
9732257105-4		Air/Mobile Broadband/T Glasgow	29.65
9732257105-5		PW/Mobile Broadband/Director	29.65
9732257105-6		GG/Mobile Broadband/J Schlosser	29.65
9732257105-7		CD/Mobile Broadband/D James	38.01
9732257105-8		Wtr/Mobile Broadband/J Curry	15.01
9732257105-9		Swr/Mobile Broadband/J Curry	15.01
9732356646-1		Wtr/Mobile Broadband/J Curry	15.01
9732356646-2		Swr/Mobile Broadband/J Curry	15.01
			398.71
Date Totals:			132,830.49
Report Total:			132,830.49

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 10/15/2014 - 8:34 AM



			Check Amount
Check No:	41324	Check Date: 10/07/2014	
Vendor:	3066	AECOM Technical Services Inc.	
37475142-A		Eng/plan check/lot 6 Shell Building	2,875.20
37475153		Freedom Plaza Project	7,722.96
37475156		Eng/2014/15 General Services	603.50
37475157		Effluent Disposal Operations report	1,255.48
37475162		Wtr/Snyder Well Intertie project	3,936.79
DRAFT-7		Tompkin Elem improv & Curry Median	5,406.00
			21,799.93
Check No:	41325	Check Date: 10/07/2014	
Vendor:	0525	All American Tire & Service Center LLC	
09162014		Str/tire repair/2006 Chevy 2500	20.00
			20.00
Check No:	41326	Check Date: 10/07/2014	
Vendor:	1729	Alpha Landscape Maintenance	
12151-1		GG/City offices	48.02
12151-10		Strts/South Curry	222.50
12151-11		LLD/Heritage Oak	843.12
12151-12		LLD/KB Tr/Dennison	3,524.54
12151-13		Strts/Trees	10.09
12151-14		Strts/Dennison St	704.20
12151-15		LLD/Clear View	314.65
12151-16		Parks/Pioneer Park	541.45
12151-17		GG/Old Town planters	80.15
12151-18		LLD/Mill Street Cottages	24.09
12151-19		Parks/Robinson Park	493.30
12151-2		GG/Market Pl & Union Pac	215.91
12151-20		GG/Taco Samich & wall	27.48
12151-21		GG/Senior Center	102.57
12151-22		Depot/Railroad	124.59
12151-23		GG/Phase 4 downtown planters	33.95
12151-24		LLD/Red Barn	86.22
12151-25		LLD/Red Barn Phase 2	7.00
12151-26		GG/Robinson parking lot	24.45
12151-27		LLD/Alta/Warrior Park- new add 1/1/14	1,564.62
12151-28		PD/Tehachapi PD	33.75
12151-3		Strts/Mill St Islands	415.98
12151-4		Strts/Capitol Hills (South Island)	263.91
12151-5		LLD/Manzanita Park	706.41
12151-6		LLD/KB Tr-Highline LMD	500.85
12151-7		LLD/Alta Tr/Warrior Park	4,367.95
12151-8		LLD/All planters/Highline & Tr perimeters	1,534.02
12151-9		LLD/Alta Parkway lawns	171.51
			16,987.28
Check No:	41327	Check Date: 10/07/2014	

Vendor:	1695	Applegate Garden Florist	
036824/1		GG/Get well fresh arrangmt/G Benedict	49.40
036866/1		GG/Sympathy grn plant/W Misiura	53.75
			<hr/>
			103.15
Check No:	41328	Check Date: 10/07/2014	
Vendor:	2200	Argo Chemical	
1409011		Swr/calcium hypochlorite/hydrated lime	1,456.51
1409103		Swr/Chlor Sol	1,071.42
			<hr/>
			2,527.93
Check No:	41329	Check Date: 10/07/2014	
Vendor:	0030	The Bakersfield Californian	
13392247		GG/KBJ 1/2 6x6.125 ad	585.00
13625290		GG/IT Services request ad 3x16L	94.17
			<hr/>
			679.17
Check No:	41330	Check Date: 10/07/2014	
Vendor:	1912	Bakersfield Well & Pump Company	
18870		Wtr/replace motor Booster 1/Curry Well	1,225.00
			<hr/>
			1,225.00
Check No:	41331	Check Date: 10/07/2014	
Vendor:	0035	BC Laboratories Inc.	
B181388-1		Wtr/samples/Pinon-Minton Wells/Highline Resv	75.00
B181388-2		Wtr/samples/301 East I/222 W D St/1199 Canyo	36.00
B181906		Swr/samples/Influent & Effluent	325.00
B181932-1		Wtr/samples/Curry Well & Curry Resv 1 & 2	75.00
B181932-2		Wtr/samples/Mulberry/Fig/Hickory	36.00
B182101-1		Wtr/samples/Curry Tank/901 Capital Hills Pky	690.00
B182101-2		Wtr/samples/Curry Resv	15.00
B182266		Wtr/samples/Dennison & Mojave	30.00
B182267		Wtr/samples/Curry Resv	15.00
B182487		Swr/samples/Influent & Effluent	325.00
B182573		Wtr/samples/Curry Resv	15.00
B182621-1		Wtr/samples/Mojave & Pinion Wells	50.00
B182621-2		Wtr/samples/Oakwood/Brentwood/Tanglewood	36.00
B183347		Swr/samples/Influent & Effluent	325.00
B183376-1		Wtr/samples/Dennison & Wahlstrom Wells	50.00
B183376-2		Wtr/samples/S. Hayes/Fair Oak/Alder	36.00
B183683		Wtr/samples/Dennison & Mojave Wells	30.00
B183747		Swr/samples/Influent & Effluent	325.00
B183960		Wtr/samples/Mojave & Dennison Wells	30.00
B183961		Wtr/samples/Curry Resv	15.00
B184240		Swr/samples/Influent/Effluent	325.00
B184241		Wtr/samples/Dennison & Mojave	30.00
B184244		Wtr/samples/Curry Resv	15.00
			<hr/>
			2,904.00
Check No:	41332	Check Date: 10/07/2014	
Vendor:	3645	Blueprint Service	
824182		Tehach Blvd Ph III/OCE 9800 B/W scan/e-mail	26.02
			<hr/>
			26.02
Check No:	41333	Check Date: 10/07/2014	
Vendor:	0543	BSE Rents	
30988		Constr/hand edger 6"x6" 1/2 r	5.71

			5.71
Check No:	41334	Check Date: 10/07/2014	
Vendor:	0061	BSK Associates	
0071037		Teh Bl Rehab Phase II/construction testing/July	1,850.00
0071092		Curry & Pinon/construction testing/July	2,884.00
0071094		Challenger Dr/construction testing/July	3,596.50
0071288		Curry & Pinon/construction testing/August	4,861.00
0071384		Eng/construction testing & prof svcs-Aug	1,160.00
0071386		Challenger Dr/construction testing/August	2,337.00
0071400		Teh Bl Rehab Phase III/geotechnical investigatio	3,800.00
			<hr/> 20,488.50
Check No:	41335	Check Date: 10/07/2014	
Vendor:	2981	Burke Williams & Sorenson LLP	
180740		AD 89-2 fees Prof svcs through 8/31/14	1,159.20
180741		AD 89-3 fees Prof svcs through 8/31/14	94.50
			<hr/> 1,253.70
Check No:	41336	Check Date: 10/07/2014	
Vendor:	3648	Susan Burt Photography & Design	
14046		GF/6 hr photo shoot riders Stallion Springs	350.00
			<hr/> 350.00
Check No:	41337	Check Date: 10/07/2014	
Vendor:	2230	CDPH-OCP	
04242014		Wtr/Certification Grade 2/I Thompson	80.00
			<hr/> 80.00
Check No:	41338	Check Date: 10/07/2014	
Vendor:	2147	Coffee Break Service Inc.	
0215362		GG/coffee service/July	346.50
0215588		GG/coffee service/Aug	356.60
			<hr/> 703.10
Check No:	41339	Check Date: 10/07/2014	
Vendor:	3712	Cooley Construction	
R08021-5		Challenger Drive Ext/ progress pay #5	245,303.30
			<hr/> 245,303.30
Check No:	41340	Check Date: 10/07/2014	
Vendor:	1292	CRWA	
09202014		Wtr/membership dues 11/14 - 11/15	915.00
			<hr/> 915.00
Check No:	41341	Check Date: 10/07/2014	
Vendor:	3708	Customized Custodial Services	
COTC1014-1		GG/janitorial service/October	1,340.00
COTC1014-2		PD/janitorial service/October	1,950.00
COTC1014-3		Depot/janitorial service/October	250.00
COTC1014-4		Air/janitorial service/October	420.00
COTC1014-5		Constr/janitorial service/October	140.00
COTC1014-6		Swr/janitorial service/October	530.00
			<hr/> 4,630.00
Check No:	41342	Check Date: 10/07/2014	
Vendor:	1440	Deluxe For Business	

2031913941	GG/checks new custom logo	290.21
		290.21
Check No:	41343 Check Date: 10/07/2014	
Vendor:	2113 Fuel Controls Inc.	
82143	Air/100 Octane Wholesale	18,443.53
82144	Air/Jet A Wholesale	12,873.98
		31,317.51
Check No:	41344 Check Date: 10/07/2014	
Vendor:	3355 Got Weeds?	
680	Air/mowing & weed control	1,000.00
		1,000.00
Check No:	41345 Check Date: 10/07/2014	
Vendor:	0424 Greater Tehachapi Chamber of Commerce	
09182014	GG/sponsor/Christmas Parade/14th Annual	250.00
7763	GG/Sept monthly chamber lunch 3@15	45.00
		295.00
Check No:	41346 Check Date: 10/07/2014	
Vendor:	1801 HD Supply Waterworks LTD	
C899100	Wtr/6-CPLG Fipxitips/6- insta-tite IPS CPLG	446.34
D13156	Wtr/tubing/CPLG-Mipxitets & Fipxitets/insta-tit	1,018.30
D13210	Wtr/CPLG-Mipxitets & Fipxitets	166.20
		1,630.84
Check No:	41347 Check Date: 10/07/2014	
Vendor:	0219 Jobs Available	
1420044	Eng/Building Inspector ad	702.00
		702.00
Check No:	41348 Check Date: 10/07/2014	
Vendor:	1413 Kern Turf Supply Inc.	
328373	Depot/ccu site sat/cleaned & tested	110.00
328374	LLD/6 ft cable 900 mhz radio	30.90
328376	LLD/8 outlet w/plugs/2.0 GPH emitter	108.24
		249.14
Check No:	41349 Check Date: 10/07/2014	
Vendor:	2076 Lakeside Equipment Corporation	
14-1679	Swr/4 1/2" lower bearing assembly w/shaft	7,284.20
		7,284.20
Check No:	41350 Check Date: 10/07/2014	
Vendor:	0263 Lebeau Thelen LLP	
23	GG/Broome Family Trust v City of Tehachapi	23,026.50
35	GG/Pitchess motions/McKinney	1,179.00
39	GG/Walmart CEQA Litigation	19,523.00
		43,728.50
Check No:	41351 Check Date: 10/07/2014	
Vendor:	3706 Lee Wilson Electric Co. Inc.	
2	Air/runway11-29 enhancements req #2	58,991.80
		58,991.80
Check No:	41352 Check Date: 10/07/2014	

Vendor:	1286	M&M's Sports Uniforms & Embroidery	
31741		PD/metal nametag/M Adams	53.75
			<hr/>
			53.75
Check No:	41353	Check Date: 10/07/2014	
Vendor:	0276	Martin & Chapman Company	
2014407		CC/2- minute book paper w/A-Z tabs	190.64
			<hr/>
			190.64
Check No:	41354	Check Date: 10/07/2014	
Vendor:	1055	Mercury Graphics	
4543		GG/Printed 2-color window envelopes	130.08
4546		GG/letterhead full color	102.13
4548-1		PW/decals/GMC/Chev/backhoe/loader/grader	607.08
4548-2		Wtr/decals/GMC/Chev/backhoe/loader/grader	607.08
4548-3		Swtr/decals/GMC/Chev/backhoe/loader/grader	303.53
4549		War Birds/postcards/color banners	374.10
4552		PD/Car #23 roof number/2 door logo	620.81
4558		GG/Business cards/C Kirk	58.70
			<hr/>
			2,803.51
Check No:	41355	Check Date: 10/07/2014	
Vendor:	0567	Microflex	
1498105-1		Swr/latex exam gloves/1- X-lrg & 2-lrg	196.49
1498105-2		Swr/latex exam gloves/1- X-lrg & 2-lrg	196.48
			<hr/>
			392.97
Check No:	41356	Check Date: 10/07/2014	
Vendor:	0300	Mission Linen & Uniform Service	
140160495		PW/linen maintenance	104.52
140161789		PW/linen maintenance	99.10
140161790		Swr/dust mop & 2-3x4 mats/3-3x10 mats	39.30
140163125		Swr/dust mop/2-3x4 mats/3-3x10 mats	39.30
140164450		Swr/dust mop/2-3x4 mats/3-3x10 mats	39.30
140165774		Swr/Dust mop/2-3x4 mat/3-3x10 mats	39.30
			<hr/>
			360.82
Check No:	41357	Check Date: 10/07/2014	
Vendor:	1116	Mountain Paint & Auto Body	
01445		PD/Ford Crn Vic/repair rt fender/doors	1,982.20
09162014		PD/remove plastic wrap from Humvee	200.00
			<hr/>
			2,182.20
Check No:	41358	Check Date: 10/07/2014	
Vendor:	3217	Office Depot	
730511029001		PD/6X4 aluminum magnetic board	332.81
			<hr/>
			332.81
Check No:	41359	Check Date: 10/07/2014	
Vendor:	3758	Omni Design Group, Inc	
40006		Prof svcs/129 E F St tenant improv 8/2/14-9/17-	8,000.00
			<hr/>
			8,000.00
Check No:	41360	Check Date: 10/07/2014	
Vendor:	0182	P&J Electric Inc.	
4811		Swr/service call/electrical materials	388.26

			Check Amount
			388.26
Check No:	41361	Check Date: 10/07/2014	
Vendor:	3120	Petty Cash c/o Alexia Wood	
09232014		PD/Reimburse Petty Cash	274.22
			274.22
Check No:	41362	Check Date: 10/07/2014	
Vendor:	3725	Powerstride Battery Co. Inc.	
83620		PW/micro-start XP10	209.63
			209.63
Check No:	41363	Check Date: 10/07/2014	
Vendor:	3668	PR Diamond Products Inc.	
0033915-IN		PW/premium asphalt/ductile pipe downtown	193.00
			193.00
Check No:	41364	Check Date: 10/07/2014	
Vendor:	0015	211 Praxair Distribution Inc.	
50487309		PW/industr Acetylene/ind high pres>100cf	136.03
			136.03
Check No:	41365	Check Date: 10/07/2014	
Vendor:	2871	ProForce Law Enforcement	
213177		PD/2-Tasers/taser cartridges	3,085.20
			3,085.20
Check No:	41366	Check Date: 10/07/2014	
Vendor:	3568	Provost & Pritchard	
49931		Wtr/prof svcs through 7/31/14	372.00
			372.00
Check No:	41367	Check Date: 10/07/2014	
Vendor:	1005	Quad Knopf Inc.	
77267		HSIP Teh Blvd/prof svc 7/27/14-8/23/14	13,707.45
			13,707.45
Check No:	41368	Check Date: 10/07/2014	
Vendor:	0362	RSI Petroleum Products	
0275810		PW/unleaded & diesel fuel	829.33
0276060		PW/unleaded & diesel fuel	1,082.17
0276279		PW/unleaded & diesel fuel	953.90
			2,865.40
Check No:	41369	Check Date: 10/07/2014	
Vendor:	2201	SC Communications Inc.	
3355		PD/FCC License filings fee	1,985.00
			1,985.00
Check No:	41370	Check Date: 10/07/2014	
Vendor:	0373	Thomas F. Schroeter Attorney @ Law	
08252014		PERS M1 contribution correction 7-25-14 to 8-2	-63.82
09252014-1		Swr/legal svcs 8-25-14 to 9-24-14	26.00
09252014-2		Air/legal svcs 8-25-14 to 9-24-2014	26.00
09252014-3		Legal svcs/Successor Agency 8-25-14 to 9-24-14	208.00
09252014-4		Legal svcs/AD 89-2 8-25-14 to 9-24-14	234.00
09252014-5		GG/Legal Services 8-25-14 to 9-24-14	3,393.00

09252014-6	PERS M1 contribution 8-25-14 to 9-24-14	-187.68
		<hr/>
		3,635.50
Check No:	41371 Check Date: 10/07/2014	
Vendor:	0524 Scotts Auto Body Inc.	
16684	PD/repairs/clear coat/2007 Ford Crown Victoria	724.60
		<hr/>
		724.60
Check No:	41372 Check Date: 10/07/2014	
Vendor:	3167 SEMS Technologies LLC	
09022014-1	PW/software sub/setup/onsite grp training	1,710.00
09022014-2	Wtr/software sub/setup/onsite grp training	1,710.00
09022014-3	Swr/software sub/setup/onsite grp training	1,710.00
09022014-4	Land/software sub/setup/onsite grp training	285.00
09022014-5	Constr/software sub/setup/onsite grp training	285.00
		<hr/>
		5,700.00
Check No:	41373 Check Date: 10/07/2014	
Vendor:	3173 Soto Tire & Wheels	
09202014	PD/new tire/TE18/Ford 2009	460.00
		<hr/>
		460.00
Check No:	41374 Check Date: 10/07/2014	
Vendor:	1982 SSD Systems	
1042634-A-1	Air/314 Hayes St/burglar alarm svc	36.75
1042634-A-10	Air/314 Hayes St/radio backup svc	23.10
1042634-A-2	Air/100 Commercial/burglar alarm svc	17.33
1042634-A-3	Constr/100 Commercial/burglar alarm svc	17.32
1042634-A-4	Constr/800 Enterprise Way/burglar alarm svc	46.50
1042634-A-5	Swr/750 Enterprise-treatment/burglar alarm svc	61.95
1042634-A-6	Wtr/750 Enterprise-storage/burglar alarm svc	51.45
1042634-A-7	Depot/101 Tehachapi Bl/fire alarm svc	79.00
1042634-A-8	PD/220 C Stt/fire alarm svc	420.00
1042634-A-9	GG/115 S Robinson/burglar alarm svc	34.65
		<hr/>
		788.05
Check No:	41375 Check Date: 10/07/2014	
Vendor:	3281 Statewide Traffic Safety & Signs Inc.	
2557	Strts/6X24 Grn/wht "Bailey" sign	69.88
9377	Strts/36" Solar Stop sign	1,773.75
		<hr/>
		1,843.63
Check No:	41376 Check Date: 10/07/2014	
Vendor:	2111 Swift Napa Auto Parts	
821201	Wtr/ring & slide terminals	217.47
821203	Air/crawler creeper/service cart	428.91
822650	PW/12-brakleen 50 ST 14oz/grommet	39.32
822908	Air/wiper blades/terminals/2005 Chevy truck	171.98
823209	Wtr/FAB loom-split poly	14.75
823404	Air/2-towels/WD40/3-Tran FLU/2- gloves	101.46
823447	PD/battery/2007 Ford Crown Vic TE 03	155.75
823639	PD/Halogen lamp/TE 07	20.41
823667	PD/sport seat cover/TE 01	32.78
		<hr/>
		1,182.83
Check No:	41377 Check Date: 10/07/2014	
Vendor:	3782 SWRCB Accounting Office	

LW 1460099	Wtr/#1510020 fees 7/1/13-06/30/14	7,335.31
		<u>7,335.31</u>
Check No:	41378 Check Date: 10/07/2014	
Vendor:	3174 Tehachapi Auto Glass	
1878	PD/replace glass/2001 Chevy TE-07	146.33
		<u>146.33</u>
Check No:	41379 Check Date: 10/07/2014	
Vendor:	0428 Tehachapi Flower Shop	
9828	GG/Thank you floral arrange/M Vance	53.75
		<u>53.75</u>
Check No:	41380 Check Date: 10/07/2014	
Vendor:	0445 Tehachapi Sentor Center Inc.	
10012014	Sr Nutrition program-Sept space rent	400.00
		<u>400.00</u>
Check No:	41381 Check Date: 10/07/2014	
Vendor:	3051 Tehachapi Transmissions Inc.	
6182	PD/TE 03/ fuel & ABS pumps/oil chg/brakes/air	1,227.30
		<u>1,227.30</u>
Check No:	41382 Check Date: 10/07/2014	
Vendor:	3292 Tehachapi Veterinary Hospital	
283603	PD/Kaia-K-9 1st aid/lick guard	39.48
		<u>39.48</u>
Check No:	41383 Check Date: 10/07/2014	
Vendor:	3264 Tehachapi's Own Western & Work Wear	
1003	PW/work boots/M Curiel	127.91
		<u>127.91</u>
Check No:	41384 Check Date: 10/07/2014	
Vendor:	3104 Hilltop Publishers Home of The Loop	
15064	GG/full page color ad/vol 2704 Aug	400.00
15089	Gran Fondo/full page color ad/Sept	400.00
		<u>800.00</u>
Check No:	41385 Check Date: 10/07/2014	
Vendor:	0450 USA Bluebook	
454593	Swr/glass fiber sheets/weighing pans	327.39
		<u>327.39</u>
Check No:	41386 Check Date: 10/07/2014	
Vendor:	2676 USPS-Hasler	
09182014	GG/postage/# 216528/Ag-400086982	1,000.00
		<u>1,000.00</u>
Check No:	41387 Check Date: 10/07/2014	
Vendor:	3622 Van Lant & Fankhanel LLP	
08202014	Fin/preliminary billing yr ending 6/30/14	13,000.00
		<u>13,000.00</u>
Check No:	41388 Check Date: 10/07/2014	
Vendor:	0441 Vulcan Materials Company Western Division	
70488469	Strts/fuel surgch/envirom fee/Buckeye fiber	340.91

		Check Amount
70513707	Wtr/fuel surgch/envirom fee/Buckeye fiber	340.91
		681.82
Check No:	41389 Check Date: 10/07/2014	
Vendor:	3561 Lisa Wise Consulting Inc.	
1910	CD/zoning code update-Phases 3 and 4	3,075.00
1911	CD/Tehac contract svcs/Premier land spec pl	4,888.00
		7,963.00
Check No:	41390 Check Date: 10/07/2014	
Vendor:	0476 WITTS Everything for the Office	
134122-0	GG/8-24x36 copies	10.32
134125-0	GG/3-USB drives/manilla str ltr file folders	43.50
134214-0	GG/2- paper multipurpose Ltr	68.78
134226-0	Gran Fondo/2- steel cash boxes	38.25
134232-0-1	PD/boards arch lock legal & ltr/paper	66.65
134232-0-2	PD/towels multifold	53.46
134232-1	PD/paper/bnder post/paper single sheet	170.73
134262-0	GG/2 -paper ink crt	79.53
134308-0	Teh Bl Ph III/scan blueprint copies	10.75
134321-0	War Birds/9-sheet protectors/3-binders	7.55
134326-0	GG/notebooks/binder/paper/batteries/pens	186.33
134354-0	GG/2-calendars/planner/paper/calc roller	154.69
134437-0	PD/envelopes/desk pad/2- keyboards/dispensers	144.03
134465-0-1	PD/25- Klonkike plus clr glasses	125.24
134465-0-2	PD/6- lg clamps/quik ltr-lgl files ctn of 12	54.79
134468-0	GG/15- portfolios ltr/2- mailing tubes	17.00
134488-0	PD/12- File storage Ltr/Lgl ctn of 12	21.80
134491-0	PD/4- 4GB USB drives	31.35
667066-0	Gran Fondo/tables-grn/blue/yellow/orange	33.28
668338-0	GG/stapler/calculator portable display	17.68
		1,335.71
Date Totals:		551,796.49
Report Total:		551,796.49

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 10/15/2014 - 8:20 AM



			Check Amount
Check No:	41391	Check Date: 10/08/2014	
Vendor:	3735	California Building Standards Commission	
10072014		SBS Fees July-Sept 2014	77.40
			77.40
Check No:	41392	Check Date: 10/08/2014	
Vendor:	2636	Code3 IT	
30376		IT/August consulting fee	3,995.00
			3,995.00
Check No:	41393	Check Date: 10/08/2014	
Vendor:	3736	Department of Conservation	
10072014		SMIP Fees July- Sept 2014	274.57
			274.57
Check No:	41394	Check Date: 10/08/2014	
Vendor:	2803	Jason Dunham	
10062014		PD/UPS-return trackers (demos)	38.61
			38.61
Check No:	41395	Check Date: 10/08/2014	
Vendor:	3577	EPIC Aviation LLC	
6610764		Air/AV gas 100 LL & tax	19,976.41
			19,976.41
Check No:	41396	Check Date: 10/08/2014	
Vendor:	3797	Nathan Frerichs	
10062014		Refund dep/Frerichs B-Day party	200.00
			200.00
Check No:	41397	Check Date: 10/08/2014	
Vendor:	3083	Hub International Services Inc.	
10062014		Special Event Ins/Need Prayer booth	107.40
			107.40
Check No:	41398	Check Date: 10/08/2014	
Vendor:	0675	Kapy's Electronics	
10192814		Air/screen clean	42.98
10193035-1		Wtr/heat gun/red & black H.S.	79.40
10193035-2		Swr/heat gun/red & black H.S.	79.41
10193053-1		Wtr/3-10' 3/8"/1-7' 1/2" split looms	10.97
10193053-2		Swr/3-10' 3/8"/1-7' 1/2" split looms	10.96
10193557		Air/apc back-ups ES 8 outlet	64.49
			288.21
Check No:	41399	Check Date: 10/08/2014	
Vendor:	2989	My Fleet Center.com	

18933604	PD/oil svc/2007 Ford Crown Victoria	27.05
18933907	PD/oil svc/2007 Ford Expedition	55.75
19740738	PD/oil svc/2008 Ford ExpeditionTE-10	98.09
19741179	PD/oil svc/2009 Ford Expedition	60.58
19741241	PD/oil svc/2011 Ford Crown Victoria	50.26

291.73

Check No:	41400	Check Date:	10/08/2014	
Vendor:	1869	State Water Res Ctrl Bd- Certification		
10062014		Swr/Grade IV Cert/W Misiura		340.00

340.00

Check No:	41401	Check Date:	10/08/2014	
Vendor:	1947	Tehachapi Lawn and Garden Equipment		
11329		Wtr/repair/Stihl Demo saw		401.87

401.87

Check No:	41402	Check Date:	10/08/2014	
Vendor:	0476	WITTS Everything for the Office		
133358-0		Scan Blueprint copies		5.38

5.38

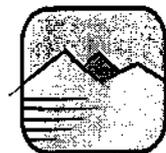
Date Totals: 25,996.58

Report Total: 25,996.58

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 10/9/2014 - 3:26 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	41403	Check Date: 10/09/2014	
Vendor:	2940	US Bank Corporate Payment System	
00034350		PD/locker single tier 3 door	614.18
008104		GG/meals/IMBA Conf/C Kirk	21.50
012021		Wtr/meals/CRWA Operator & Equip Expo/J Cur	51.52
014745-1		Air/return/42" 2 sp barrel fan	-322.49
014745-2		Air/port a cool cyclone cooler	537.49
014752		Air/meals/ACA Conf/T Glasgow	21.37
016136		GG/meals/IMBA Conf/C Kirk	18.78
023058		GG/meals/IMBA Conf/C Kirk	10.42
023689		Air/FAA postage	11.05
024091		Air/blade fuses	10.74
037142		Air/Fuel/ACA Conf/G Glasgow	30.00
037687		Wtr/meals/CRWA/J Curry	36.00
044111		Wtr/Fuel	56.01
045213		Air/FAA postage	9.43
050482		Air/Fuel/ACA Conf/G Glasgow	50.70
054692		GG/meals/IMBA Conf/C Kirk	10.09
055059		GG/meals/League CA Cities/Greg/Jay/John	75.00
056066		Gran Fondo/sidewalk chalk	6.98
065656		Air/Fuel/V-17	21.01
071965		Air/meals/ACA Conf/G Glasgow	27.08
074896		Gran Fondo/Race bibs	31.04
075991		Gran Fondo/UPS	9.96
077655		Air/Fuel/ACA Conf/T Glasgow	43.50
080209		GG/meals/League CA Cities/Greg/Ed/Ruthie	91.28
08232014		GG/vehicle rental/IMBA Conf/C Kirk	152.62
08252014		Wtr/Photo finishing/DVD from tape	300.80
08262014		Gran Fondo/2- 3' x 6' banners	191.57
08272014		GF/rentals-canopies/tables/chairs/lights	2,666.73
08282014		Gran Fondo/medallions	117.50
08312014		Gran Fondo/Facebook ads	411.19
084478		Air/office water	33.54
085327		Air/FAA postage	9.01
085754		Air/War Birds/2- 12' x 12' Ez-ups	163.50
088244		Gran Fondo/UPS	9.00
09012014		Gran Fondo/Creative Cloud 1yr membership	49.99
09032014		IT/4-USB external hard drives/G Patterson	537.46
09042014		Eng/Registr/League of CA Confr & Expo	275.00
09042014		Gran Fondo/600-medals w/ribbons-art	323.49
09042014-DJ		CD/Sierra Business Council	550.00
09042014-DJ-2		CD/renewal/Kiplinger Letter 12/19/14-12/19/15	99.00
090514		Coun/lodging/League of CA Conf/E Grimes	681.78
09052014		Wtr/registr/CA Rural Wtr Assoc/J Curry	250.00
09072014		Gran Fondo/E-mail program Sept	50.00
09092014		Air/meals/ACA Conf/G Glasgow	18.18
091014		GG/20- Incident command vests	216.77
09102014		Air/PAPI lightbulbs	359.75

091106	Eng/meals/J Schlosser	25.80
09112014	GG/mobile bag/Ashley's Surface	29.50
09122014	Air/lodging/ACA Conf/G Glasgow	288.61
09192014	GG/Kern Board of Trade	245.00
093502	Air/meals/ACA Conf/G Glasgow	13.87
1000052156	GG/lodging/IMBA Conf/C Kirk	166.37
1001124007	PD/IACPmember dues/K Kroeger	120.00
1043	GG/meals/IMBA Conf/C Kirk	14.46
117605764	GG/HP printer/3- 8-port switches/cables	1,167.63
117614599	GG/5- video cables	134.32
117614600	GG/14- 5' molded patch cables	90.15
117614601	GG/7- 14' molded patch cables	52.60
118226665	GG/4- 8-port managed switches	593.36
118242343	GG/5- 14' molded patch cables	26.82
1464	Gran Fondo/route arrows	356.08
152224-1454	CD/APA membership 10/1/14-09/30/15/D James	448.00
166798279-1	GG/speaker wire cable	8.59
166798279-2	GG/USB 3.0 to gigabit ethernet adap	29.01
1774	GG/meals/League of CA Cities/G Garrett	34.53
1915	Gran Fondo/design/layouts/proofs	165.00
1924	Gran Fondo/Talk it up/Sept Ad	125.00
1932	GG/Fall Apple ad/Tehachapi Lifestyle ad	95.00
2762	GG/full page ad 1yr contr & 1/3 page ad	1,550.00
2789	Gran Fondo/2- starting air horns	27.93
31910	GF/Shirts-Ride the Mountain & Event support	3,490.11
4012938	Air/2 speed rotary cutting tool	67.16
4562844	Air/dual temp heat gun	75.19
4582660	Air/Machine screw/washer	3.77
5014901	Air/hardware	18.55
5014929	Air/swaging tool/wire robe & cutters	110.52
6562638	Air/combo lock	15.01
733778223	IT/2 yr Domain name renewals	44.76
76398991	CD/subscription fee 9/23-10/22/14	16.95
81589980	GG/lodging/League CA Cities/G Garrett	575.13
82127581	Wtr/Lodging/CA Rural Wtr Assoc/J Curry	153.71
82127581	Eng/lodging/League of CA Conf/J Schlosser	153.71
9089	PD/uniform pants & shirts	261.58
91889871	PD/Enroll fee/Cerro Coso College/W Horning	46.00
9510364	Gran Fondo/100- mesh pocket sportpacks	291.11
9713406742	PD/magnetic card holder	43.82
M215060	Air/towels	4.00
P0043572	Gran Fondo/Club Jersey print shirts	4,143.33
X2-1086600158	Gran Fondo/1 month Sirius music	11.24
		<hr/>
		24,272.80
		<hr/>
	Date Totals:	24,272.80
		<hr/>
		<hr/>
	Report Total:	24,272.80
		<hr/>
		<hr/>



APPROVED
DEPARTMENT HEAD: TWG
CITY MANAGER:

COUNCIL REPORTS

MEETING DATE: October 20th, 2014 **AGENDA SECTION:** AIRPORT MANAGER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: OCTOBER 13th, 2014

SUBJECT: COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 14E

BACKGROUND

Joseph and Dusty Stripe have recently purchased hangar 14E located at the Tehachapi Municipal Airport. The Stripe's are requesting a new Commercial Hangar Ground Lease Agreement with a term starting on October 20th, 2014.

FISCAL IMPACT

Rental Payment:

\$73.50/month

\$882.00/year

RECOMMENDATION

Approve the Commercial Hangar Ground Lease Agreement for hangar 14E between the City of Tehachapi and Joseph and Dusty Stripe.

COMMERCIAL HANGAR GROUND LEASE AGREEMENT
(Tehachapi Airport) Suite 14E

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this **20th** day of **October, 2014**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Joseph Stripe and Dusty Stripe**, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on **October 20th, 2014**, and terminating on **October 20th, 2034** (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term whichever applies. In the event LESSEE exercises its option to renew the Lease, the renewal shall be on the same terms and conditions as described in this Lease. except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. **HOLDING OVER:**

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

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

4. RENTAL CONSIDERATION:

As and for rental, LESSEE agrees to pay to LESSOR, the sum of **\$73.50** per month payable in advance on the first day of each month commencing **November 1st, 2014**. On February 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to February 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. INTEREST:

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

6. PURPOSE; NUISANCE:

(a) The demised premises shall be used by the LESSEE for one or more of the following purposes: aircraft storage, modification, display, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease. Notwithstanding the foregoing, LESSEE may utilize the demised premises for one or more of the following Commercial aviation purposes: maintenance, repair, restoration, and construction of all types of aircraft, airframe, engine, appliance, avionics,

and pilot supplies (collectively, the "Commercial Activities"). Provided, however, that the Commercial Activities authorized herein shall not be assigned nor shall the right to same be subleased and any such attempted assignment or sublease shall be absolutely void and constitute a breach of this Agreement. Upon the sale or transfer of the lease herein, the right to conduct the Commercial Activities shall automatically terminate and be of no further force or effect.

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

(c) The use of combustible chemicals or cleaning solvents, stripping or painting, or welding or repair to any aircraft on the demised premises are allowed only to the extent permitted under all applicable federal, state and local regulation governing the use of hazardous materials and equipment, and only in a manner consistent with such regulation.

7. **CONDITION OF PREMISES:**

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

8. **SAFETY:**

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

and regulations with regard thereto. LESSOR shall maintain undeveloped grounds adjacent to demised property in a condition consistent with current city and county fire code.

9. **ALTERATIONS:**

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

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within thirty (30) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR may perform or cause to be performed such

repair or maintenance work and add the cost thereof to the installments of rent due for this Lease as a charge to LESSEE. If such repair is determined by the LESSEE to be economically unfeasible, either party shall have the option of terminating the agreement with LESSEE, and at LESSEES'S cost, returning the demised property to its original pre-agreement condition.

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

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

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

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. **COMPLIANCE WITH LAW:**

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

17. **RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR will promptly notify LESSEE if LESSEE is not present, of any and all instances where LESSOR was required to enter leased premises. The name of entrant, the purpose of entry, the date, time and confirmation of securing same shall be included in the notification to LESSEE. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over, unless it has been determined in a court of law that gross negligence and willful misconduct has occurred on behalf of the LESSOR.

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all

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

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

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

(c) shall contain a Severability of Interest or cross liability clause, which is to say, such policy shall act as though a separate policy were written for each insured and additional named insured in the policy; and

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

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

21. TAXES AND ASSESSMENTS:

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

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

23. AERONAUTICAL RESTRICTIONS:

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

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

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

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

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the FAA or by LESSOR or by the Aeronautical

Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

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

24. SUBLETTING:

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

(i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Lease;

(ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 20, liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and

(iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

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

25. RIGHT OF INGRESS AND EGRESS:

LESSEE shall have the reasonable right-of-way over property owned and

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

26. **BANKRUPTCY:**

In the event that (a) LESSEE shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of LESSEE shall be instituted by anyone other than LESSEE under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by 30 day written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is LESSEE hereunder.

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably

cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

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

29. **NEGATION OF PARTNERSHIP:**

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

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **Joseph Stripe
Dusty Stripe
21813 Sunnybrook Dr.
Tehachapi, CA 93561
(503) 803-7165**

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

This Lease may be executed in counterparts and the respective signature pages for each party may thereafter be attached to the body of this Lease to constitute one integrated

agreement which is as fully effective and binding as if the entire Lease had been signed at one time.

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

LESSOR:

LESSEE:

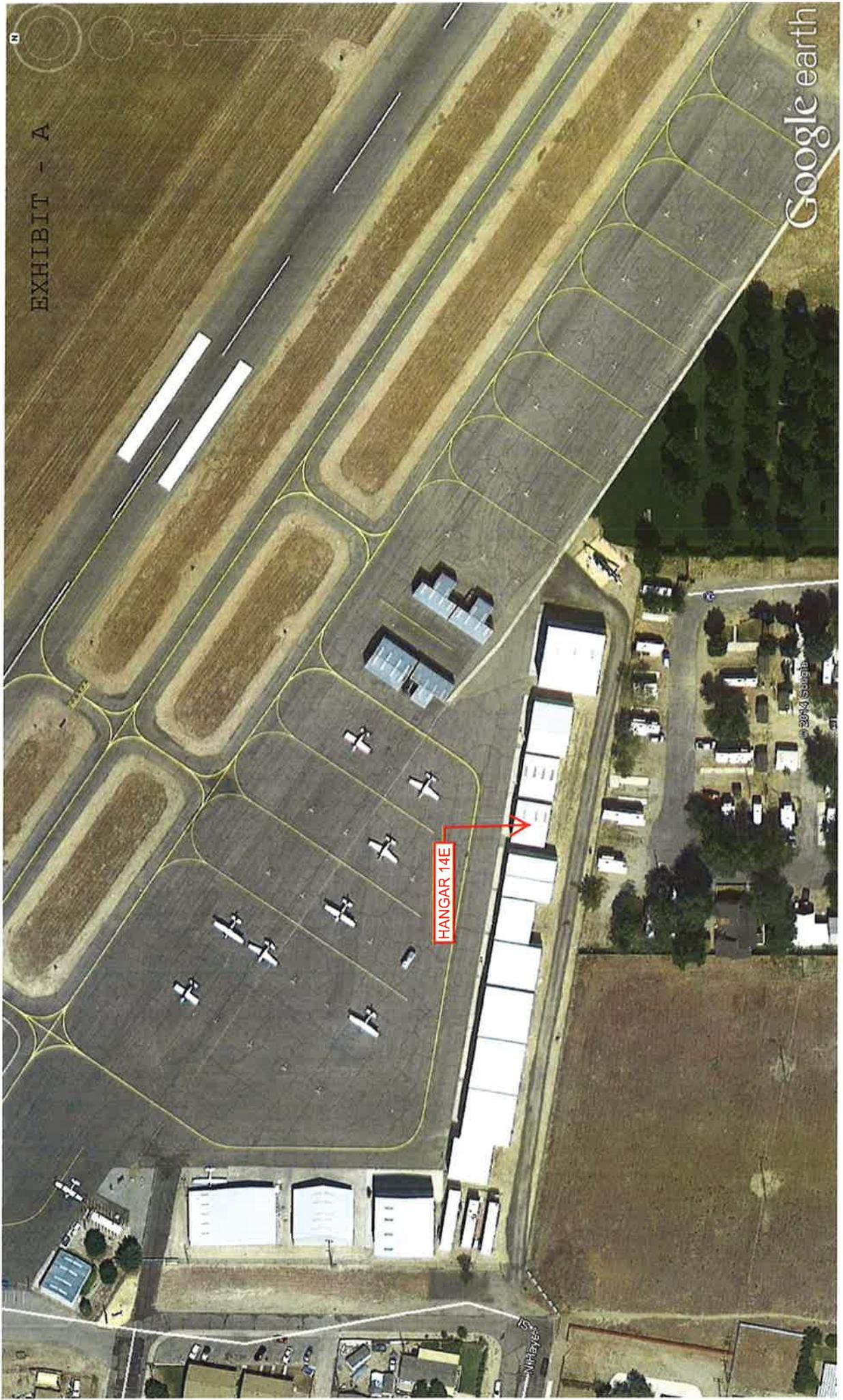
CITY OF TEHACHAPI

By: _____
Phil Smith
Mayor of the City of Tehachapi, California

By: _____
Joseph Stripe

By: _____
Dusty Stripe

EXHIBIT - A



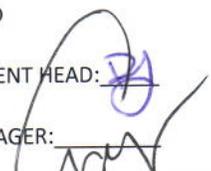
Google earth

© 2014 Google

HANGAR 14E

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COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: October 20, 2014 **AGENDA SECTION:** COMMUNITY DEVELOPMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: OCTOBER 13, 2014

SUBJECT: ADOPTION OF AN ORDINANCE REPEALING AND REPLACING SECTIONS OF THE TEHACHAPI MUNICIPAL CODE WITH A NEW ZONING CODE

BACKGROUND:

As the City Council is aware, the adoption of the new Zoning Code will be achieved through the adoption of an Ordinance. Said Ordinance will repeal and replace several zoning related ordinances and Title 18 of the Municipal Code. An introduction of said Ordinance was before the City Council on October 6, 2014 and is now being brought back to the Council for formal adoption.

PROPOSAL:

As discussed at the October 6, 2014 City Council meeting in which the Ordinance was introduced, the purpose of the new Zoning Code is to bring the Zoning Code into conformance with the new General Plan through the Consistency Zoning mechanism and allow the new Zoning Code to serve as a General Plan/implementation tool. Additionally, the Updated Zoning Code was reorganized with the intent of creating a more user friendly document for both staff and the general public.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE:

The introduction of an ordinance does not have any CEQA ramifications and as such there was no CEQA discussion associated with the Ordinance introduction in and of itself. However, the adoption of the Zoning Code is "project" under the California Environmental Quality Act (CEQA). CEQA requires consideration of the potential effects of this project on the environment. The Zoning Code Update (Consistency Zoning) represents an implementation tool for the General Plan. Pursuant to the California Environmental Quality Act (CEQA), Section 15152 (Tiering), the EIR adopted in conjunction with the General Plan Update can be relied upon as the basis for the environmental review of the Zoning Code Update (Consistency Zoning) in that the Zoning Code Update (Consistency Zoning) represents an implementation document for the General Plan, there has been no substantive change in legislation relative to CEQA which affects the project; no new information has become available which was not known and could not have been known at the time the environmental impact report was certified and no changes in substance have occurred with the respect to the circumstances under which the project is being undertaken which will require revisions to the environmental impact report. It should be noted that the Zoning Code update CEQA document was distributed to the same agencies and organizations as the General Plan EIR document. The comment period for the Zoning Code update CEQA document expired on August 19, 2014 at 5:00 p.m. and there were no comments received.

RECOMMENDATION Staff and the Planning Commission recommend to the City Council the adoption of a Negative Declaration of Impacts per attached Resolution and adoption of an Ordinance of the City Council of the City of Tehachapi repealing and replacing Title 18 of the Tehachapi Municipal Code with a new Zoning Code for the City of Tehachapi

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI APPROVING A NEGATIVE DECLARATION FOR THE
CITY OF TEHACHAPI ZONING CODE UPDATE**

WHEREAS, an Initial Study and Negative Declaration for the Updated Zoning Code text was circulated for Agency Consultation and public review between July 17, 2014 and August 19, 2014; and

WHEREAS, the City of Tehachapi Planning Commission held a public hearing on the Negative Declaration for the Draft Zoning Code Update on September 8, 2014 and voted a favorable recommendation to the City Council to adopt a Negative Declaration for the Zoning Code Update; and

WHEREAS, the City Council has duly considered the adequacy and scope of said environmental determination tiering off the General Plan Update Certified EIR pursuant to Section 15152 of the CEQA Guidelines, and reviewed and considered the information therein contained with respect to the merits and matters under consideration; and

WHEREAS, the City Council has considered the recommendation of the Planning Commission pertinent public testimony presented during said public hearing.

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

1. The City Council finds that the facts recited above are true and this Council has jurisdiction to consider the subject of this Resolution.
2. Mitigation measures were not necessary for inclusion in the Negative Declaration and are not a part of this project.
3. The findings of the City Council upon which its decision is based are as follows:
 - a) The applicable provisions of the California Environmental Quality Act (CEQA) and State CEQA Guidelines have been duly observed in conjunction with said hearing in the consideration of this matter and all of the previous proceedings relating hereto;
 - b) This project and any activities and improvements authorized hereunder will not have a significant effect on the environment and a stand alone environmental impact report is not required for consideration of such matter;

- c) There does not appear to be a substantial body of opinion that considers or will consider the various anticipated environmental effects resulting from the proposed project to be adverse;
- d) This project and any activities authorized hereunder will not have a significant effect, cause substantial environmental damage or substantially injure fish or wildlife or habitat upon which wildlife depends;
- e) The effect upon the environment of such project and the activities and improvements which may be carried out hereunder will not be substantial and will not interfere with maintenance of a high quality environment now or in the future.

4. That the City Council hereby approves the Negative Declaration for the Updated Zoning Code and associated Ordinance.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 20th day of October, 2014.

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

 PHILIP SMITH, Mayor
 of the City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on October 20, 2014.

ASHLEY WHITMORE

Deputy City Clerk of the City of Tehachapi, California

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI REPEALING AND REPLACING ORDINANCE NOS. 572, 583, 597, 605, 607, 608, 610, 611, 613, 631, 660, 663, 664, 666, 667, 675, 695, 704, 705 AND 710 AND TITLE 18 OF THE TEHACHAPI MUNICIPAL CODE WITH A NEW ZONING CODE FOR THE CITY OF TEHACHAPI

THE CITY COUNCIL OF THE CITY OF TEHACHAPI DOES ORDAIN AS FOLLOWS:

Section 1. Enactment.

The City Council of the City of Tehachapi hereby adopts the zoning code attached hereto as Exhibit "A" and by this reference made a part hereof as though fully set forth herein verbatim (the "New Zoning Code") to replace Title 18 of the Tehachapi Municipal Code.

Section 2. Repealer.

Ordinance Nos. 572, 583, 597, 605, 607, 608, 610, 611, 613, 631, 660, 663, 664, 666, 667, 675, 695, 704, 705 and 710 and Title 18 of the Tehachapi Municipal Code are hereby repealed in their entirety and all other Ordinances are repealed to the extent they are inconsistent with the New Zoning Code.

Section 3. Severability.

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

Section 4. Effective Date.

This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published in the manner

authorized by law in the Tehachapi News, a newspaper of general circulation, published and printed in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi, California on the 6th day of October, 2014.

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

AYES: Council Members: _____

NOES: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

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

ATTEST:

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

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

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

Published: _____

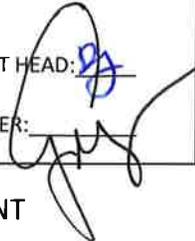
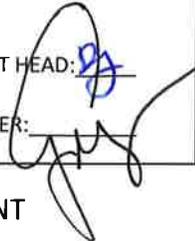
EXHIBIT "A"
[Copy of the New Zoning Ordinance]

Available on-line as a separate item.

<http://www.liveuptehachapi.com/index.aspx?nid=276>

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: CITY MANAGER: **MEETING DATE:** October 20, 2014 **AGENDA SECTION:** COMMUNITY DEVELOPMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: OCTOBER 13, 2014

SUBJECT: LOCAL AGENCY FORMATION COMMISSION (LAFCO) CITY OF TEHACHAPI 2014 MUNICIPAL SERVICES REVIEW UPDATE

BACKGROUND

Section 56430 of the California Government Code requires that LAFCO have on file a Municipal Services Review (MSR) for each incorporated city and community services district (CSD) within their jurisdiction. The MSR is a requirement pursuant to the Cortese-Knox Local Government Reorganization Act of 1985. Among other things LAFCO is required to have knowledge of the service available and capability within the given county serviced by a given LAFCO. This knowledge would assist in decision making about a city or district boundary for example and could include such things as a jurisdiction efficiency in providing services, future service needs and potential expansion capacity of a given service provider. In this regard, if a given incorporated city, for example attempted an annexation, one of the criteria LAFCO would need to evaluate in their decision to support the annexation is does the jurisdiction in question have the capacity to service the area in question. The MSR document would provide LAFCO with the needed resources to make this determination. If for example a given jurisdiction is hard pressed to service the properties and individuals already within their jurisdiction and the MSR reveals this capacity constraint LAFCO might not be so inclined to support a boundary expansion if the jurisdiction cannot manage what it already has. In this regard the MSR provides LAFCO with an important resource as it considers request for annexations, sphere of influence (SOI) expansions, service expansion, etc.

The last time the City of Tehachapi MSR with updated was in October of 2004. As the Council may recall the 2004 MSR was a collective effort involving the City of Tehachapi and the unincorporated communities within the Greater Tehachapi region governed by and through the CSD mechanism. Much has changed in the intervening years and as such LAFCO is requesting an update to each of the incorporated communities and CSDs within their jurisdiction. The distinction between the 2004 MSR effort and this current MSR update is the fact that LAFCO is requesting an update from each jurisdiction in the Greater Tehachapi area as an individual stand-alone effort in contract to the collective effort that occurred in the 2004 MSR.

PROPOSAL

The City of Tehachapi has been working on the MSR update since July of 2014 towards complying with LAFCO request. In addition to Planning staff effort has involved the collective efforts of each of the department heads and the Kern County Fire Department in terms of evaluating the information contained in the 2004 MSR and updating the information as needed towards making a case that the City of Tehachapi in conjunction with our partners has the capacity to service our existing properties within our jurisdiction and future growth as anticipated through our General Plan Update process. In terms of processing, once the updated 2014 MSR is adopted by the City Council it will be placed on the LAFCO Commission agenda for their review, consideration and ultimately their adoption.

RECOMMENDATION

STAFF RECOMMENDS THAT THE CITY COUNCIL ADOPT THE RESOLUTION CONTAINED HEREIN AS ATTACHMENT A MAKING FINDINGS AND APPROVING THE 2014 TEHACHAPI MUNICIPAL SERVICES REVIEW UPDATE FOR SUBMITTAL TO THE KERN COUNTY LOCAL AGENCY FORMATION COMMISSION

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI MAKING FINDINGS AND APPROVING THE 2014 TEHACHAPI MUNICIPAL SERVICES REVIEW UPDATE FOR SUBMITTAL TO THE KERN COUNTY LOCAL AGENCY FORMATION COMMISSION AS PROVIDED IN EXHIBIT "A"

WHEREAS, the City of Tehachapi desires to update the existing Tehachapi Municipal Services Review (MSR) document which has not been updated since October of 2004; and

WHEREAS, subsequent to the adoption of the October 2004 MSR document significant changes have occurred in terms of the City's service protocol which warrant an update of the MSR document to reflect current conditions and circumstances; and

WHEREAS, the entire proposal is located within the adopted General Plan 2035 boundary of the City of Tehachapi and associated adopted Sphere of Influence (SOI); and

WHEREAS, the City Council (Council) is encouraging planned, well ordered and efficient urban development patterns, while simultaneously remaining cognizant of the need to give appropriate consideration to the preservation of open space and Tehachapi unique rural character; and

WHEREAS, to achieve the aforementioned goals, the Council adopted a comprehensive update of the General Plan on April 16, 2012 in conjunction with the Certification of a programmatic Environmental Impact Report (EIR) State Clearinghouse No. 2009101084; and

WHEREAS, the updated General Plan incorporates Smart Growth principles with an emphasis on infill, mixed use development and connectivity within the context of a pedestrian friendly environment; and

WHEREAS, the MSR could be characterized as a project pursuant to the California Environmental Quality Act (CEQA); and

WHEREAS, pursuant to Section 15152 (Tiering) the EIR adopted in conjunction with the General Plan Update can be relied upon as the basis for environmental review given that the MSR is not proposing an expansion of the City's SOI; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tehachapi hereby find and resolve the following:

1. The MSR has been prepared in accordance with Section 56430 of the California Government Code and in accordance with the service review guidelines prepared by the State Office of Planning and Research.

2. The MSR document demonstrates that the City of Tehachapi possesses adequate municipal resources within the various City departments and contractual arrangements to meet the needs of the citizenry and foreseeable future growth.

3. Based on the entire record before the Council, including the above and all written and oral evidence presented to the Council, the Council hereby approves the 2014 Municipal Services Review update for submittal to the Kern County Local Agency Formation Commission (LAFCO) as provided in Exhibit "A" and attached hereto and made part of this resolution as though fully set forth herein.

PASSED AND ADOPTED this 20th day of October, 2014 by the following vote:

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 Regular Meeting thereof held on October 20, 2014

DENISE JONES, CMC
City Clerk of the City of Tehachapi



TEHACHAPI

CALIFORNIA

Live Up.

MUNICIPAL SERVICES REVIEW

KERN COUNTY LAFCO



August 2014



MUNICIPAL SERVICE REVIEW FOR THE CITY OF TEHACHAPI

Prepared for:

**Kern County LAFCO
5300 Lennox Avenue, Suite 303
Bakersfield, CA 93309**

Prepared by:

**City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561**

August 2014

TABLE OF CONTENTS

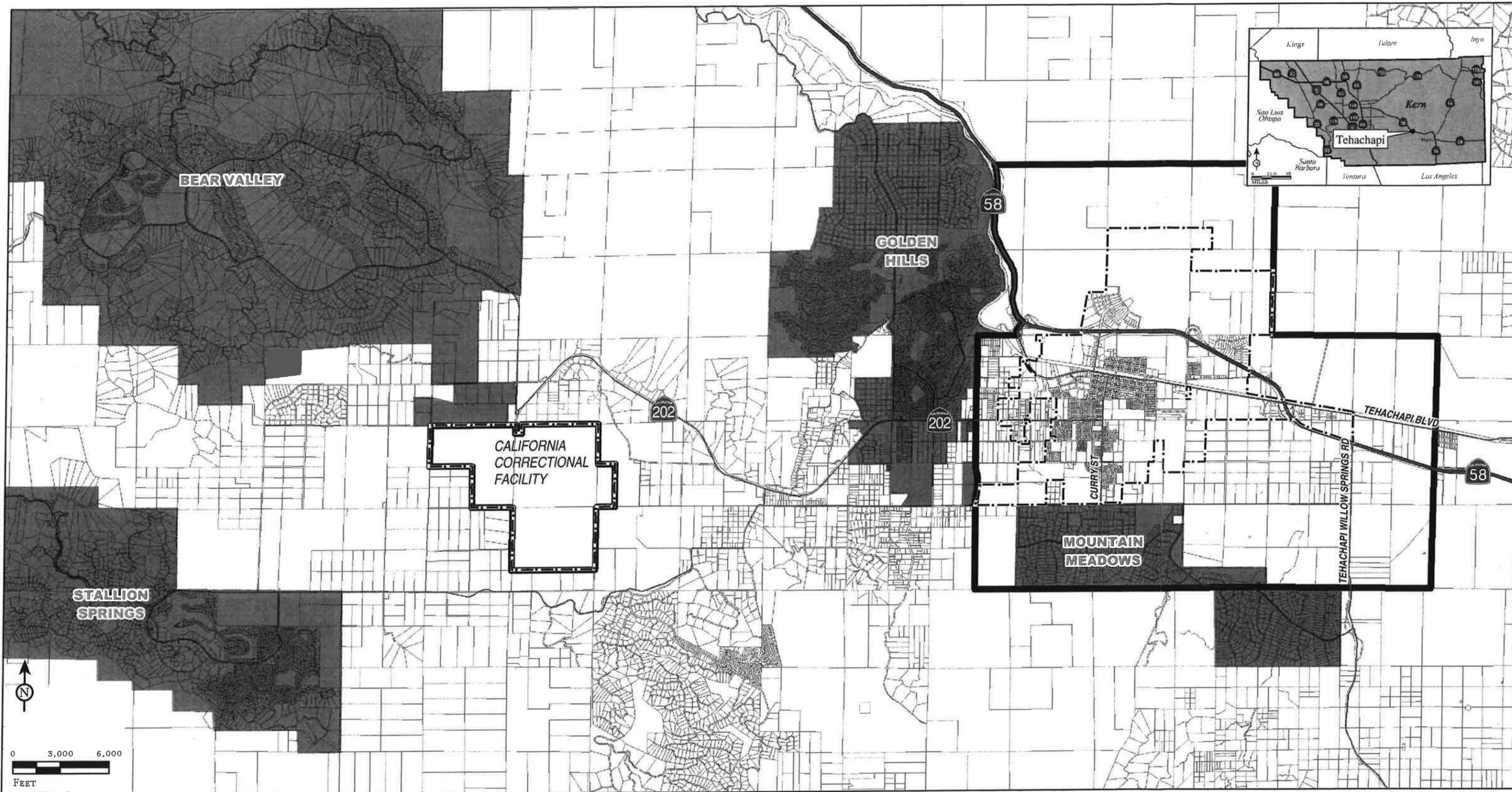
1.0	INTRODUCTION TO MUNICIPAL SERVICE REVIEW	1
2.0	CITY OF TEHACHAPI	6
2.1	ADMINISTRATION, MANAGEMENT, AND OPERATIONS	6
2.2	POPULATION AND GROWTH	10
2.2.1	TOTAL POPULATION	10
2.2.2	HOUSING INVENTORY	10
2.2.3	AVERAGE HOUSEHOLD SIZE	11
2.2.4	POPULATION PROJECTIONS	11
2.3	WATER	11
2.4	WASTEWATER	14
2.5	FIRE PROTECTION	16
2.6	POLICE SERVICES	18
2.7	STORMWATER DRAINAGE	20
2.8	CIRCULATION	22
2.8.1	PRINCIPAL THROUGH STREETS (MAJOR ARTERIAL)	22
2.8.2	COLLECTOR OR THROUGH STREETS (MINOR ARTERIAL)	23
2.8.3	TERTIARY STREETS (LOCAL STREETS)	23
2.8.4	PUBLIC TRANSIT	23
2.8.5	BICYCLE FACILITIES	23
2.9	SOLID WASTE	27
2.10	PARKS	28
2.11	AIRPORT	29
2.12	DETERMINATIONS	30
2.12.1	INFRASTRUCTURE NEEDS AND DEFICIENCIES	30
2.12.2	GROWTH AND POPULATION	31
2.12.3	FINANCING CONSTRAINTS AND OPPORTUNITIES	31
2.12.4	COST-AVOIDANCE OPPORTUNITIES	32
2.12.5	OPPORTUNITIES FOR RATE RESTRUCTURING	32
2.12.6	OPPORTUNITIES FOR SHARED FACILITIES	33
2.12.7	GOVERNMENT STRUCTURE OPTIONS	33
2.12.8	EVALUATIONS OF MANAGEMENT EFFICIENCIES	34
2.12.9	LOCAL ACCOUNTABILITY AND GOVERNANCE	34
2.12.10	EVALUATION OF DISADVANTAGED UNINCORPORATED COMMUNITIES	34
3.0	LIST OF REFERENCE MATERIAL	35
4.0	LIST OF PREPARERS AND PARTICIPANTS	35

FIGURES

2.1	City of Tehachapi City Limits, Sphere of Influence, and Nearby Districts	
2.2	City of Tehachapi Organizational Chart	9

TABLES

2.A	City of Tehachapi Population and Housing, 2000, 2010, and 2014	10
2.B	Dwelling Units within the City of Tehachapi as of 2010	10
2.C	Kern COG's Planning Assumptions for the City of Tehachapi	11
2.D	City of Tehachapi Historic Water Demand	12
2.E	Water Generation Rates for Kern County Agencies	12
2.F	City of Tehachapi 2004 Water Rates	13
2.G	Monthly Water Rates	14
2.H	City of Tehachapi Wastewater Rate Schedule, 2004	15
2.I	Monthly Sewer Rates	16
2.J	Fire Department Personnel Hours	17
2.K	Fire Department Activity	17
2.L	Patrol Statistics	19
2.M	Part I Crimes	20
2.N	Other Agency Responses	20
2.O	2004 Proposed Bicycle Facilities within the City of Tehachapi	24
2.P	Proposed Bicycle Facilities (2012)	25
2.Q	Class I, II, and III Bike Networks	26
2.R	Calrecycle Annual Report	28



LSA

FIGURE 2.1

- CITY LIMITS
- SPHERE OF INFLUENCE
- COMMUNITY SERVICE DISTRICT

SOURCE: KERN COUNTY 2003;
 R:\KCT33\INGIS\TEHACHAPI-CITYLIMIT.MXD (11/10/04)

1.0 INTRODUCTION TO MUNICIPAL SERVICE REVIEW

This Municipal Service Review (MSR) is an update to an MSR conducted in 2004. The MSR has been prepared to assist Kern County Local Agency Formation Commission (LAFCO) in meeting the requirements of the Cortese/Knox/Hertzberg (CKH) Act, which requires LAFCO to update the spheres of influence for all applicable jurisdictions in the County. A sphere of influence is defined by Government Code 56425 as "...a plan for the probable physical boundary and service area of a local agency municipality..." The Act further requires that an MSR be conducted prior to or in conjunction with the update of a sphere of influence.

This MSR has been prepared in accordance with Section 56430 of the California Government Code and in accordance with the Service Review Guidelines prepared by the State Office of Planning and Research. This MSR evaluates the public services provided by the City of Tehachapi either directly or pursuant to a contractual agreement with another agency. The MSR also informs LAFCO of a municipality's ability to expand. In this regard as part of the decision making process can and should a municipality expand its sphere of influence and/or territory if it is struggling and hard pressed to manage the territory and the land use located therein, that the jurisdiction already possesses?

In 1997, the State Legislature enacted Assembly Bill (AB) 1484, which established the Commission on Local Governance for the 21st Century. The Commission was responsible for assessing governance issues and making appropriate recommendations regarding the Cortese-Knox Local Government Reorganization Act of 1985. Among other recommendations, the Commission suggested that each LAFCO should have knowledge of the services available within its county. This knowledge would assist in decision making about city and district boundaries. The Commission stated that this knowledge should include the current efficiency of providing service, future service needs, and expansion capacity of the service providers. Additionally, information on public service capacity could be gathered as part of the implementation of a new requirement for periodic service reviews. LAFCOs could conduct such reviews prior to or in conjunction with amendments to spheres of influence. A service review would encompass a comprehensive study of each identifiable public service provided by counties, special districts, and the cities in the region. The review would not focus exclusively on an individual jurisdiction to determine its future boundary or service areas. Additionally, an MSR is required to address the existence of any Disadvantage Unincorporated Communities (DUC) which are within or adjacent to the City limits. These DUC islands, if you will, typically occur when these communities are left out of annexations in which more "desirable" properties are annexed and the less desirable areas are excluded from the process. Over time these DUC islands are created in the process commonly referred to as "cherry picking".

The State Legislature acknowledged the Commission's findings and created a legislative tool (as described in Section 56430 of the Government Code) to be used to collect information and evaluate service provision. On September 26, 2000, AB 2838 (Chapter 761, Statutes of 2000) was signed into law. This legislation, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, marked the most significant reform to local government

reorganization law since the 1963 statute that created a local agency formation commission in each California county. Section 56430 of the Government Code now requires that a review of the municipal services provided to the particular area be conducted, in order to update any sphere of influence in accordance with Section 56425. LAFCOs must prepare a written statement of its determinations with respect to each of the following:

1. Infrastructure needs or deficiencies;
2. Growth and population projections for the affected area;
3. Financing constraints and opportunities;
4. Cost avoidance opportunities;
5. Opportunities for rate restructuring;
6. Opportunities for shared facilities;
7. Government structure options, including advantages and disadvantages of consolidation or reorganization of service providers;
8. Evaluation of management efficiencies; and
9. Local accountability and governance.

In conducting MSR, LAFCOs must comprehensively review all of the agencies that provide the identified service or services within the designated geographic area. In addition, service reviews must be conducted before, or in conjunction with, but no later than establishing or updating a sphere of influence (SOI).

As listed above, the Cortese-Knox-Hertzberg Act identifies nine factors to be addressed when conducting an MSR. For each factor, information is gathered and analyzed, with written determinations prepared for LAFCO's consideration. The following narratives list each factor and provide information regarding the required analysis.

DETERMINATION 1: INFRASTRUCTURE NEEDS AND DEFICIENCIES

Purpose: To evaluate the infrastructure needs and deficiencies in terms of supply, capacity, condition of facilities, and service quality.

LAFCO is responsible for determining that an agency is reasonably capable of providing needed resources and basic infrastructure to serve areas within the City and in any possible annexation areas. It is important that such findings of infrastructure and resource availability occur when revisions to the City's boundary occur, or, as in this case, during the mandated MSR. In the case of this Service Review, it is prudent to evaluate the present and

long-term infrastructure demands and resource availability of the jurisdiction. This is accomplished by evaluating the (1) resources and services that are available, and (2) the expansion of such resources and services inline3 with increasing demands.

DETERMINATION 2: GROWTH AND POPULATION PROJECTIONS FOR THE AFFECTED AREA

Purpose: To evaluate service needs based upon existing and anticipated growth patterns and population projections.

The efficient provision of municipal services is linked to the ability to plan for future need. For example, existing and future levels of demand for services must be prepared to plan for the expansion of infrastructure, and to be able to determine where future demand will occur. Growth and population projections data will allow for the verification that there is adequate capacity or supply to serve the existing and future residences and businesses and ensure that projections for future growth and population patterns are integrated into the planning function.

DETERMINATION 3: FINANCING CONSTRAINTS AND OPPORTUNITIES

Purpose: To evaluate a jurisdiction's capability to finance needed improvements and services.

LAFCO is responsible for evaluating the ability of the agency to pay for improvements or services associated with growth. The planning can begin at the SOI stage by identifying infrastructure and maintenance needs associated with future annexations and development, and identifying limitations on financing such improvements, as well as opportunities that exist to construct and maintain those improvements .

DETERMINATION 4: COST-AVOIDANCE OPPORTUNITIES

Purpose: To identify practices or opportunities that may help eliminate unnecessary costs.

LAFCO is responsible for evaluating cost-avoidance opportunities including, but not limited to, the following:

- Eliminating duplicative services;
- Reducing high administration-to-operation cost ratios;
- Replacing outdated or deteriorating infrastructure and equipment;
- Reducing inventories of underutilized equipment, building, or facilities;
- Redrawing overlapping or inefficient service boundaries;
- Replacing inefficient purchasing or budgeting practices;
- Implementing economies of scale; and
- Increasing profitable outsourcing.

DETERMINATION 5: OPPORTUNITIES FOR RATE RESTRUCTURING

Purpose: To identify opportunities to impact rates positively without decreasing service levels.

When applicable, the MSR will review agency rates, which are charged for public services, to examine opportunities for rate restructuring without impairing the quality of service. Agency rates will be analyzed for conditions that could affect future rates and variances among rates, fees, taxes, charges, etc., within an agency.

DETERMINATION 6: OPPORTUNITIES FOR SHARED FACILITIES

Purpose: To evaluate the opportunities for a jurisdiction to share facilities and resources to develop more efficient service delivery systems.

Public service costs may be reduced and service efficiencies increased, if service providers develop strategies for sharing resources. Sharing facilities and excess system capacity decreases duplicative efforts, may lower costs, and minimizes unnecessary resource consumption. The MSRs will inventory facilities within the study area to determine if facilities are currently being utilized to capacity and whether efficiencies can be achieved by accommodating the facility needs of adjacent agencies. Options for planning for future shared facilities and services will be considered.

DETERMINATION 7: GOVERNMENT STRUCTURE OPTIONS

Purpose: To consider the advantages and disadvantages of various government structures to provide public services.

The purpose of considering options for the structure of governance when reviewing a sphere of influence is to identify opportunities for increased efficiency in the provision of services, which lead to savings to both the service provider and the consumer. The MSR will provide a tool to study comprehensively existing and future public service conditions and to evaluate organizational options for accommodating growth and ensuring that critical services are efficiently and cost-effectively provided.

DETERMINATION 8: EVALUATION OF MANAGEMENT EFFICIENCIES

Purpose: To consider the management structure of the jurisdiction.

Management efficiency refers to the effectiveness of an internal organization to provide efficient, quality public services. The MSR will evaluate management efficiency by analyzing agency functions, operations, and practices, as well as the agency's ability to

meet current and future service demands. Services will be evaluated in relation to available resources and consideration of service provision constraints.

DETERMINATION 9: LOCAL ACCOUNTABILITY AND GOVERNANCE

Purpose: To evaluate the accessibility and levels of public participation associated with the agency's decision-making and management processes.

LAFCO is responsible for evaluating the degree to which the agency fosters local accountability. Local accountability and governance refers to public agency decision-making and operational and management processes that:

- Include an accessible and accountable decision-making body and agency staff;
- Encourage and value public participation;
- Disclose budgets, programs, and plans;
- Solicit public input when considering rate changes and work and infrastructure plans; and
- Evaluate outcomes of plans, programs, and operations and disclose results to the public.

Since existing law requires SOIs to be updated every five years and MSRs must be completed for SOI updates, MSRs should be updated at least every five years. Therefore, the planning horizon for this MSR will be five years from the adoption of the sphere update in 2014.

DETERMINATION 10: EVALUATION OF DISADVANTAGED UNINCORPORATED COMMUNITIES

Purpose: To evaluate if passed and present annexation activity has created pockets or islands of Disadvantaged Unincorporated Communities.

- Past and present annexation activity by the City of Tehachapi has not resulted in the creation of any Disadvantaged Unincorporated Communities (DUC's).
- The Ashe Tract community located north of Goodrick Drive and east of Dennison Road could be characterized as a DUC. However, in 1999 the City of Tehachapi in cooperation with the USDA Rural Development initiated the annexation of this unincorporated island and annexed the 48 single family homes to City water and sewer along with decommissioning the individual septic systems which were suspected of contaminating the shallow well with nitrates that had previously served this community through a mutual water district. In this regard the City of Tehachapi has not only not created any DUC the City has proactively pursued addressing these conditions even prior to legislative action requiring the City's to address DUC conditions.

2.0 CITY OF TEHACHAPI

The City of Tehachapi provides the following services:

- Water
- Wastewater
- Stormwater Drainage
- Roads and Circulation
- Law Enforcement
- Fire Protection (via contract with Kern County Fire Department)
- Solid Waste (via contract with Benz Sanitation)
- Parks
- Airport

2.1 ADMINISTRATION, MANAGEMENT AND OPERATIONS

The City of Tehachapi is located in the mountains between the San Joaquin Valley and the Mojave Desert. It is approximately 45 miles southeast from Bakersfield and 50 miles northwest from Lancaster. The City is surrounded by prominent hills and ridgelines to the north, west, and south. Tehachapi is bounded by the Sierra Nevada Range to the northeast, and the Tehachapi Range to the south. The City is currently approximately 4,784 acres, which does not include the California Correctional Facility that is in the City and encompasses an additional 1,695 acres. The City's current sphere of influence is approximately 15,216 acres.

The City of Tehachapi was incorporated August 13, 1909, and operates under a Council/City Manager form of government. The City's organizational chart is shown in Figure 2. The City Council is composed of five members elected to serve four-year staggered terms. It is the Council's responsibility to enact ordinances, resolutions, and orders necessary for governing the affairs of the City. The City Council meets on the first and third Monday of every month. These meetings are open to the public. Agendas for each meeting are posted in accordance with the Ralph M. Brown Act. The Council encourages citizens to participate in government matters. To further reach out to the public, the City maintains a comprehensive website, utilizes a Facebook page, produces monthly informational flyers, publishes a quarterly newsletter, and creates an annual report of City activities. The City also conducts public outreach meetings for certain City projects, such as the Bicycle Master Plan, the Community Branding Project, and others.

The City has adopted the following mission statement: "The employees of and City Council of the City of Tehachapi are committed to providing the best possible service to the customer at the lowest possible cost, while maintaining the highest quality of life for our residents. The City

team will strive to be the most customer oriented City in Kern County and the State. We will also strive for commitment to excellence in public service.”

The City of Tehachapi adopts a five-year budget annually which includes revenue and expenditure projections. The budget is developed by the City Manager and City Department Heads and is presented to the City Council during a public meeting for review, comment, and adoption, prior to the end of June. The five-year budget format allows the Council and Staff to budget and plan for long-term projects.

To fund needed projects resulting from growth, the City assesses impact fees for water, sewer, wastewater, traffic, parks, police and public facilities. Over the past several years, the City has been able to manage their financial situation in such a way that financing for large projects has been conducted in house, between funds. This internal financing has saved the City significant amounts of money over traditional lender financing by eliminating origination costs, financial consultant expense, lowering interest payments on debt, and increasing interest collection in the accounts loaning the funds over traditional investments. The City still maintains the Tehachapi City Financing Corporation in the event that external financial assistance is necessary for future projects.

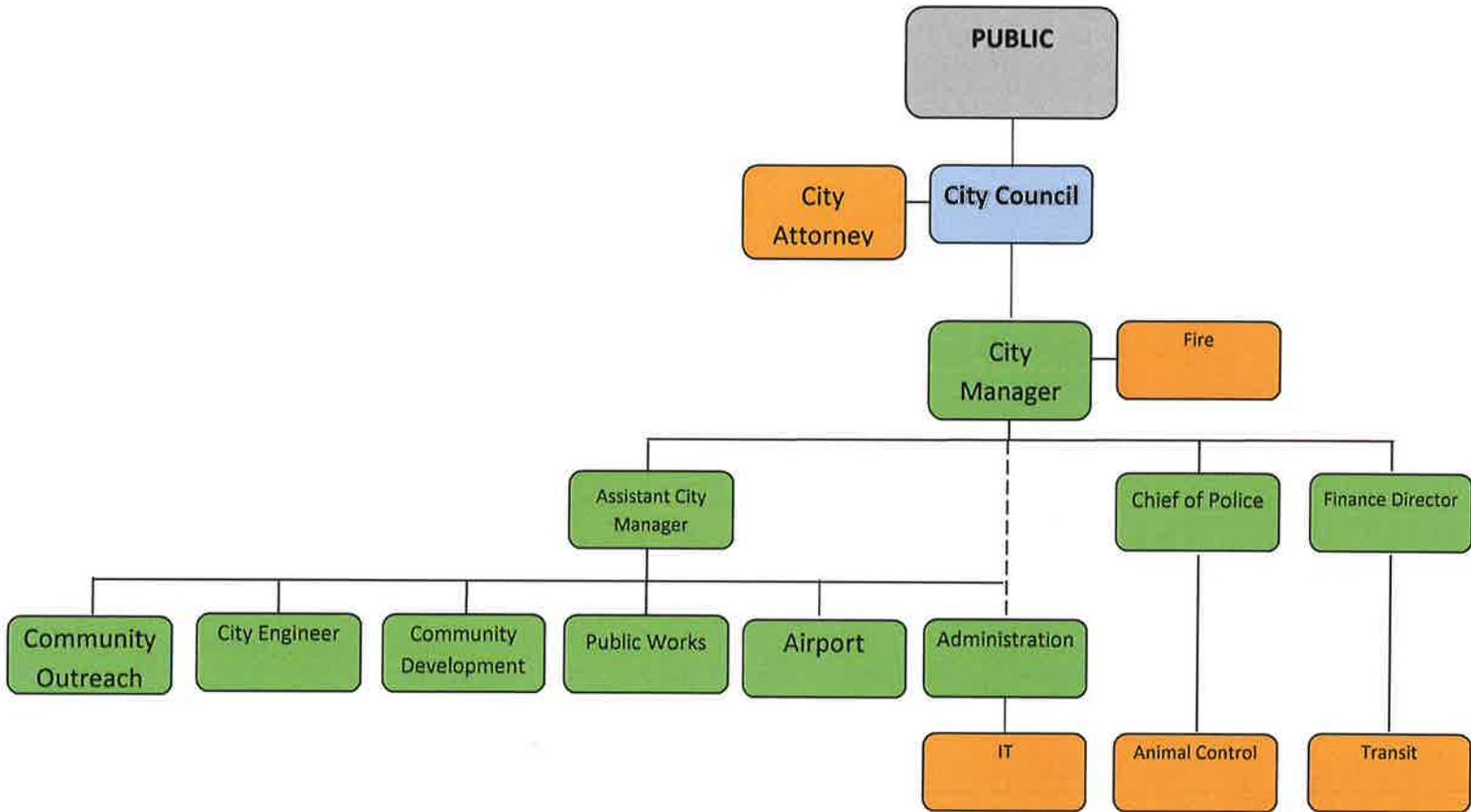
The City regularly considers and implements projects to improve organizational and work efficiency such as a comprehensive review of all City position classifications, the implementation of a computerized maintenance management system, development process improvements, and more. The City has also completed a comprehensive update of its personnel manual to ensure conformance with all State and Federal regulations while still promoting efficiency among staff.

A significant achievement was the City’s recently completed comprehensive General Plan update that is groundbreaking in both its format and content. With multiple years of community outreach and input the new General Plan is a departure from traditional General Plans throughout the State and focuses on form based development that is in keeping with the City’s small mountain town character by promoting better transportation connectivity, appropriate scale of development, walkable neighborhoods, mixed-use development, and more. As the community develops in accordance with the General Plan and the accompanying Zoning Code changes, infill development and less resource-intensive development will be promoted and rewarded through regulatory processes.

In addition to the General Plan and Zoning Code updates, the City has accomplished many other noteworthy achievements. The revitalization of its downtown has been given many regional and statewide awards. A major increase in water storage capability was completed with the construction of 1.5 million gallons of new storage tanks. Process improvements at the City’s

wastewater treatment facility have been completed greatly reducing the nitrates produced while also increasing capacity by nearly 1000 connections. Challenger Drive has been constructed, connecting the Capital Hills area of Tehachapi to Dennison Road, providing freeway access to residents living to the north of Highway 58, and providing a second access to the new Tehachapi Hospital. Numerous road rehabilitation projects have been completed totaling over \$5 million over the previous five years. Five new parks have been constructed and bike and pedestrian facilities have been greatly expanded.

Figure 2.2



LEGEND

-  = Elected Position
-  = Provided under contract
-  = Staff Position

2.2 POPULATION AND GROWTH

2.2.1 Total Population

The California Department of Finance estimates the 2014 population of the City of Tehachapi to be 13,346. According to the U.S. Census, in the ten years between 2000 and 2010, the population of Tehachapi increased from 10,957 to 14,414, which includes the inmate population of the California Correctional Facility that is within the City limits pursuant to a non-contiguous annexation that was achieved in 1997 through special legislation. During the same time period, the housing stock increased from 2,539 to 3,539 units; an average of 100 units per year. The total population has decreased from 2010-2014 due a reduction in the inmate population at CCI rather than a decrease of residents within the City limits. The City of Tehachapi population exclusive of the prison is 8,967.

Table 2.A City of Tehachapi Population and Housing 2000, 2010, 2014

Year	Population	Increase	Prison Population	Housing	Housing Increase
2000	10,877	-	4,404	2,539	-
2010	14,414	3,537	5,933	3,539	1,155
2014	13,346	-1,068	4,379	3,622	83

Population includes prison inmate population

Sources include 2004 Municipal Service Review, 2000 and 2010 US Census, Department of Finance, City of Tehachapi Housing Element

2.2.2 Housing Inventory

As shown in Table 2.B, the Department of Finance estimates that there are 3,539 dwelling units within the City of Tehachapi as of 2010. Of these dwelling units 68.4 % are detached single-family homes.

Table 2.B Dwelling Units within the City of Tehachapi as of 2010

Housing Unit Type	2000		2010		
	Units	Percentage Total	Units	Percentage Total	Percentage Change
Detached	1,843	63.2	2,526	68.4	37.1
Attached	135	4.6	135	3.7	0
Total Single Family	1,978	67.9	2,661	72.0	34.5
2-4 Units	385	13.2	405	11.0	5.2
5+ Units	281	9.6	281	7.6	0
Total Multi-Family	666	22.9	686	18.6	3.0

Mobile Homes	270	9.3	192	9.4	28.5
Total Units	2,914	100	3,539	100	26.8

Sources include Department of Finance, Tehachapi Housing Element, US Census, Tehachapi General Plan EIR

2.2.3 Average Household Size

Tehachapi’s existing population per household as identified by the State Department of Finance is 2.65 which is smaller than the Kern County average of 3.1 and California’s average of 2.926.

2.2.4 Population Projections

Table 2.C below indicates that population growth in the City of Tehachapi will occur at 1.1% annually between 2010-2040 compared to 4.1% between 1980-2010.

Table 2.C – Kern COG’s Planning Assumptions for the City of Tehachapi

Year	Population with Prison	Population without Prison	Households
2000	10,957	6,712	2,533
2010	14,414	8,271	3,121
2020	16,000	9,540	3,600
2030	17,800	11,130	4,200

Kern COG’s 2014 Regional Transportation Plan (RTP) June 2014

2.3 WATER

The City of Tehachapi provides potable water service to the residents and businesses within the City. The City’s Water Department maintains seven wells, five million gallons of water storage, 250 fire hydrants, and approximately 50 miles of water mains that supply about 3,000 metered connections. Adequate pressure to provide service as well as firefighting capability is maintained by the use of booster pumps and pressure relief/sustaining valves which produce six pressure zones. The Water System is operated by permit from the State Water Resources Control Board.

Tehachapi pumps its groundwater from an adjudicated groundwater basin and the treatment of groundwater is in the form of free chlorine disinfection residual.

The “safe yield” of the groundwater basin underlying the City (Tehachapi Basin) has been estimated at 5,500 acre-feet per year according to the Lockman and Associates study dated June 1991 and titled *City of Tehachapi Water and Waste Water Development Fee Study*. The City currently has a base right to pump approximately 1,850 acre-feet per year. The City also utilizes annual base right water leases and also participates in conjunctive use of State Water Project (SWP) for artificial groundwater banking. SWP water is purchased from the Tehachapi-Cummings County Water District.

Based on the City's consumption of 209 gallons per person per day water consumption for the City of Tehachapi for 2013 was 2,122 acre feet (AF). Table 2.D below illustrates the annual water consumption for years 2000 – 2013.

Table 2.D City of Tehachapi Historic Water Demand

Table 2.D City of Tehachapi Historical Water Demand													
2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
1,671	1,657	1,833	1,787	1,946	1,835	2,070	2,266	2,178	2,132	1,958	2,000	2,206	2,122

Source: 2010 RUWMP Tables 2-16 & 4-12; City of Tehachapi Groundwater Production Report December 2012; Tehachapi Basin Watermaster Reports for Years 2009-2012

Year 2007 reflects the highest water consumption year which tends to coincide with the peak in development/construction activity just prior to the great recession. Much of this peak consumption can be attributed to the use of potable water for construction related activity such as dust control and soil compaction. Subsequently, with a few exceptions the City's now requires the use of non-potable water to be purchased from TCCWD for use associated with construction activity.

The 2,122 AF is well below the above referenced safe yield of the adjudicated Tehachapi Basin. The 2,122 AF is above the base right of 1,850 AF. However the difference or gap if you will between base right and actual usage is made up for through annual base right leases and the City's participation in the conjunctive use of State Water Project (SWP) resources through TCCWD artificial ground water recharge program. A comparison to other agencies in Kern County who provide water service demonstrates that Tehachapi's consumption rates are not excessive in comparison to other water purveyors.

Table 2.E – Water Generation Rates for Kern County Agencies

Water Purveyor of Service Area	Water Production-Gallons Per Person Per Day
Stallion Springs	180
California City	339
Bakersfield Metro Area	321
Vaughn Water	454
Delano	220
Tulare	261
Palmdale Water District	235
Arvin	202
Wasco	250
San Joaquin portion of Kern County	296
Bear Valley CSD	160
Rosamond CSD	250

Source: Stallion Springs Master Plan, 2004 and the Agencies within this MSR

The City's distribution system is currently adequate to serve existing customers and is in good repair. An ongoing maintenance program, under the supervision of the Tehachapi Public Works Director, is in effect to keep the infrastructure in good operating condition. It is anticipated that this maintenance program along with the Capital Improvement Program will enable the City to continue to provide domestic and fire service to its customers, provided that adequate supplies of potable water remain available.

The Water Enterprise Fund's Capital Projects List includes projects such as the Process Water Project, Snyder Well Project, water main and water service line replacement projects, as well as, water conservation program enhancements. Funding for these projects will come from a variety of sources such as impact fees, connection charges, and public funding streams.

The Department has a staff of four full-time employees and utilizes other members of the Public Works Department when needed. The administration staff at City Hall provides billing-related services and administrative support for the Water Department.

In terms of cost to the end customer, the City of Tehachapi maintains two service zones, Zone A and Zone B. If the developer of a project being served with municipal water conveyed its water rights at the development stage, the property/project is placed in Zone A and the cost of water usage is calculated at a lower rate than properties/projects in Zone B which did not convey water rights. Table 2.F lists the water rates charged by the City. Table 2.G shows a comparison of water rates in nearby jurisdictions.

Table 2.F – City of Tehachapi 2004 Water Rates

	Zone A	Zone B	Outside City Limits
Minimum plus usage of	\$20.41	\$30.34	\$39.34
4,000-10,000 gallons	\$0.65	\$0.96	\$1.75
10,000-20,000 gallons	\$0.96	\$1.41	\$2.52
20,000-40,000 gallons	\$2.05	\$3.09	\$4.25
40,000-60,000 gallons	\$2.50	\$3.71	\$4.99
60,000-80,000 gallons	\$2.97	\$4.45	\$5.82
80,000-100,000 gallons	\$3.40	\$5.09	\$6.47
Over 100,000 gallons	\$3.70	\$5.55	\$6.97

It should be noted that the distinction between Zone A and Zone B is that development in Zone A provided water rights in an amount commensurate with the respective development. However Zone B developments either did not have water rights to convey or elected to retain their water rights. As such water consumers in Zone B pay a higher per gallon fee. The delta between the two (2) zones is used to either purchase additional water rights, lease water rights or purchase SWP water for recharge purposes. Under both scenarios the structure of the water consumption fee provides the City with a mechanism by which to keep pace in terms of water rights/pumping rights as development occurs over time.

With respect to future growth scenarios and projections as illustrated on Table 2.C by year 2030 there are estimated to be 4,200 households within the City of Tehachapi (City limits). Based on an assumption of 2.65 individuals per household equates to a population of 11,130 individuals. Additionally, based on a consumption rate of 209 gallons/person/day this could equate to a consumption of 2,326,170 gallons total city wide water consumption per day or 6.1 AF per day or 2,226.5 AF/year of water consumption. This growth/consumption projection to the year 2030 falls below the aforementioned safe yield of the Tehachapi Basin. The 2,226.5 AF of total Citywide water consumption per year does exceed the current base right pumping allocation of 1,850 acre feet per year. However as previously indicated this allocation is not a fixed amount. Additional water/pumping rights can be procured. In addition, as indicated the City can utilize base right leases and participate in the conjunctive use of state water project (SWP) resources to increase pumping right in an amount commensurate with the amount of water purchased and recharged into the Tehachapi Basin. The City's fee mechanism and development protocol provides the funding necessary to achieve these various strategize towards expanding the City's pumping rights.

Additionally, the City of Tehachapi fee mechanism and development protocol will allow the City in terms of expanding the City's water/pumping rights to keep pace with development overtime.

Table 2.G – Monthly Water Rates

	Golden Hills CSD	Mojave Public Utility Dist	Stallion Springs CSD
Residential	\$21.26 Min Meter, plus \$1.33 per unit for 100-500 cubic feet of water, and \$2.66 per unit for each additional 100 cubic feet of water	\$31.92 Min. for <1,000 gallons, plus \$1.32 for each additional 1,000 gallons	Rates are dependent upon usage. Between \$2.75 and \$3.40 per 100 cubic foot
Commercial and Industrial	\$21.26 Min Meter, plus \$1.41 per unit for 100-500 cubic feet of water, and \$2.81 per unit for each additional 100 cubic feet of water	Metered service rates depend on size of meter. Minimum rates begin at \$28.89 per month plus \$1.32 per 1,000 gallons thereafter	Rates are dependent upon usage. Between \$3.15 and \$3.40 per 100 cubic foot

2.4 WASTEWATER

In 2012, the City of Tehachapi completed a Wastewater Treatment Plant (WWTP) Improvements Project. Improvements included headworks screening, sludge dewatering, denitrification, SCADA upgrade and a new administration building and maintenance facilities. . The new facilities are designed to provide treatment to a secondary level and are currently in compliance with State and Federal regulations. The plant has a design capacity of 1.25 million gallons per day (mgd). Current plant influent is approximately 0.85 mgd; hence, the treatment plant has ample capacity left for future growth in the City. Specifically, based on an estimated demand of 100 gallons per day per person and an anticipated population of 9,540 residents by

2020. The amount of effluent is anticipated to increase from the current level of 0.85 mg. .95 mgd which is well below the current capacity of 1.25 mgd. The City has design plans for tertiary-level improvements for the WWTP which would increase the treatment capacity to 2.50 mgd. City staff is currently updating construction figures and evaluating various funding scenarios for this project.

Plant effluent is currently used for agricultural irrigation on City-owned property. Upgrading the plant to tertiary treatment would be required to allow use of plant effluent for additional purposes such as irrigation of playgrounds, golf courses, landscaping, et. Additional disinfection and filtration facilities would be required to provide a tertiary level of treatment. While expanding use of treated effluent would be beneficial; the capital cost of upgrading to a tertiary treatment level precludes consideration at this time.

WWTP influent and effluent are currently monitored for both quantity and quality. Monitoring and reporting are currently in compliance with State and Federal regulations. This monitoring program will provide advance notice if plant expansion is required to meet future demand or if the plant needs to be upgraded to meet stricter effluent standards which may be applicable in the future. The City maintained collection system is generally in good repair. It is anticipated that any problems encountered by this inspection program will be addressed under the Capital Improvement Program. The City has planned several projects to upgrade and maintain the sewer system. These projects include process water project and tertiary-level improvements.

New wastewater facilities needed due to growth will be financed by wastewater connection fees from new development. Wastewater connection fees are updated annually to reflect inflation and payment on the financing mechanism for the treatment plant. New development that is located in outlying areas will be responsible for planning and financing wastewater facilities to connect to the City's existing backbone system. Repayment programs will be established to reimburse the developer from other properties benefiting from the improvement through the mainline extension agreement process. The developer will also be reimbursed for the oversizing costs of constructing mains through this same mechanism.

The wastewater rates that are charged by the City are shown in Table 2.H. Table 2.I compares the sewer rates of nearby jurisdictions.

Therefore even in the absence of the aforementioned tertiary treatment upgrades and concomitant increase in effluent capacity the sewer treatment plant has the capacity to accommodate growth over the next planning period.

Table 2.H – City of Tehachapi Wastewater Rate Schedule, 2004

Single-Family Dwelling	\$36.86
Multi-Family Dwelling, per unit	\$29.81
Commercial, minimum	\$36.86
Over 7,000 gallons (per 1,000 gallons)	\$3.02
School, per 1,000 gallons	\$6.51

Table 2.1– Monthly Sewer Rates

	Mojave PUD	Stallion Springs CSD	Bear Valley
Residential – Single Family	\$12.42	\$39.74	\$76.16
Commercial and Industrial	Min of \$12.42 up to \$1,326.62. Rate is based upon daily flow	From \$34.98 up, dependent upon fixture & usage	\$19.04 per HCF

2.5 FIRE PROTECTION

The Kern County Fire Department is a professional firefighting institution, which provides "all-risk" emergency and various hazard/threat mitigation services for the City of Tehachapi. The Kern County Fire Department's mission-driven intent is to *protect life and property by providing effective public education, fire prevention, and emergency services*. In concert with this mission, the Kern County Fire Department furnishes the following educational, preventative and emergency assistance to our citizens of Tehachapi.

- Fire and life safety education, engineering and enforcement.
- Arson and fire investigation.
- Hazard Reduction.
- Emergency Medical Services.
- Structure firefighting.
- Wildland firefighting.
- Vehicle accidents extrications.
- Vehicle (planes, trains and automobiles) firefighting.
- Hazardous Materials regulation and mitigation.
- Technical Rescue competencies, including confined space and trench rescue; high, medium and low angle rescue.
- Disaster Resolution

Kern County Fire Department's Station 12, which is located on the southeast corner of S. Curry and Tehachapi Blvd., is staffed twenty-four hours a day, seven days a week by a company officer, an engineer and a firefighter. These three firefighters, assisted by administrative personnel (firefighters) accomplish the above-listed tasks; endeavoring to furnish and sustain optimal emergency and risk reduction services. KCFD has recently added Station 13 to service the nearby community of Golden Hills. This upgrade has improved the level and quality of service for Tehachapi City residents. Additional firefighters, coupled with a more expedient application of firefighting resources, translate to rapid, precise and massive emergency engagement and resolution; equating to more saved people and property and community health.

Kern County Fire Department's comprehensive and multiple service capabilities provide City of Tehachapi residents - permanent and transient, consistent protection from all types of emergency and exigent hazards. To this end, Kern County Fire Department professionals *actively participate in the Tehachapi community, serve as role models, and continually seek ways to maximize resources, while preserving essential services.* Because we are proud and grateful to serve our Tehachapi community, the Kern County Fire Department is *committed to proudly serve in the safest, most professional and efficient manner.* The following tabular data attest to this commitment:

Table 2.J - Fire Department Personnel Hours

	2013	2012	2011	2010
Training	1,059	5,361	2,182	1,273
Station Maintenance	445	395	603	935
Equipment Maintenance	839	661	989	954
Hydrant Maintenance	50	74	56	27
Emergency Incidents	1,275	1,492	1,550	1,341
Fire Safety Education	169	151	224	253
Fire Prevention	252	364	504	552
Administration	477	610	1,070	940
Fire Investigation	6	12	2	6
TOTAL	4,572	9,120	7,180	6,281

Table 2.K - Fire Department Activity

	2013	2012	2011	2010
Structure Fires	7	13	8	11
Wildland Fires	1	9	5	17
Vehicle Fires	3	3	4	5
Other Fires	12	11	6	6
Medical Aids	475	439	402	377
Hazardous Conditions	39	43	35	29
Technical Rescue	0	2	0	1
Vehicle Accidents	25	23	36	27
Public Services	83	59	44	48
False Alarms	29	22	22	26
OTHER INCIDENTS	95	128	125	92
TOTAL	769	752	687	639

The Kern County Fire Department's devotion to *constantly evaluate the type of service, method of delivery and equipment needed to maximize our services* will continuously extend into the future, as "Your Fire Department" proactively engages public safety threats and leverages protection opportunities to provide a complete and exemplary fire and emergency services package.

2.6 POLICE SERVICES

The City of Tehachapi reestablished its own Police Department in 2007 to provide enhanced police services for the incorporated City. In June of 2014, the Police Department relocated to a new facility located at 220 West C Street within the city. The new facility represents an adaptive reuse of a former 11,400 square foot garment factory and this adaptive reuse is in keeping with the City's infill and sustainability philosophy in contrast to building new in a "green field condition". Additionally, the facility was able to be self-financed due in large part to the City's adoption of a Public Facilities fee mitigation strategy that requires new development to offset their incremental impact on public facilities which in turn allows the City to keep pace with development activity. The size and design of the new facility will accommodate the anticipated future growth of the Department and also house a planned Dispatch Center. The Department currently employs 16 sworn officers consisting of the Chief of Police, 3 Sergeants, 2 Senior Officers, 9 Officers, and 2 Reserve Officers. The Department also employs a professional staff consisting of an Administrative Assistant, a Records Clerk, and a part-time Crime Prevention Officer.

The Department currently deploys two patrol officers on each shift 7 days a week. Additionally, the Department deploys 2 additional School Resource Officers to the various schools both in the incorporated and unincorporated areas of Tehachapi. When schools are in session, School Resource Officers are generally deployed during dayshift hours to coincide with student attendance. Service levels are routinely analyzed by evaluating the actual operations of the Department and the needs of the community versus simply the number of staff. The Chief and the City Manager maintain an open line of communication, whereby they discuss service-related issues, community concerns, and policing strategies. Appropriate changes are made based upon these communications. Growth projections have been integrated into plans for future service levels pursuant to concerns of the Chief and City Manager. Regional projections and local development plans are also analyzed which allows the Police Chief to effectively anticipate and forecast future staffing and equipment needs. Any increases can occur incrementally with the development of the community. Operations of the Department are routinely analyzed by the City Manager, City Council, and the Chief of Police.

The Police Department has experienced an increase in total incidents, calls for service, total officer reports, and arrests over the past four years. Despite these increases, the Department has maintained acceptable response times to calls for service within the city.

Table 2.L-Patrol Statistics

PATROL STATISTICS				
	2010	2011	2012	2013
Total Incidents	14787	15375	14980	15845
Calls for Service	5229	5849	6756	6915
Officer Initiated Incidents	9558	9526	8224	8930
Traffic Stops	1925	1575	1462	2171
Other OIA Incidents	7633	7951	6762	6759
Bus/Building Checks	3937	4285	2892	1515
Veh/Ped Check	720	760	1025	1794
Total Officer Reports	1377	1451	1806	2033
Accident	53	47	36	55
Criminal Accident	35	32	38	42
Felony	378	370	512	559
Information	265	326	444	489
Infraction	6	7	6	13
Misdemeanor	585	611	696	818
Property Damage Only	27	22	28	19
Void	8	29	22	27
Unclassified Reports	20	7	24	11
Total Misdemeanor & Felony Arrests	670	696	683	978
Misdemeanor Arrests	484	487	458	682
Felony Arrests	186	209	225	296
Total Citations	931	792	601	991
Criminal	2	259	261	393
Infraction	264	57	12	12
Misdemeanor	413	149	51	54
Moving Vehicle	7	107	134	317
Parking	210	135	107	108
Voided	1	2	4	3
Unclassified	29	52	11	24

Although the City of Tehachapi experienced some increases in Part I crimes from 2009-2012, a fairly substantial decrease was realized in 2013. The incidence of nearly all Part I crimes declined from 2012 to 2013 resulting in an overall reduction of approximately 18%. The reduction of Part I crimes continues to be the focus of the Department's Community Based Policing Strategy.

Table 2.M – Part I Crimes

PART I CRIMES					
CRIME	2009	2010	2011	2012	2013
Homicide	1	0	0	2	0
Rape	1	1	1	4	5
Robbery	3	6	7	9	7
Assault - Aggravated	43	28	30	47	29
Assault - Simple	51	33	45	39	38
Burglary	115	113	109	210	183
Larceny	182	165	166	240	183
Stolen Vehicle	4	2	19	29	28
Arson	0	0	0	0	0
TOTALS	400	348	377	580	473

The Department has several mutual aid agreements with surrounding agencies. These agreements are a critical component to emergency responses in the Tehachapi area and clearly enhances our ability to provide excellent service to the residents of our community. Mutual aid agreements exist with Kern County Sheriff, Edwards Air Force Base, Federal Bureau of Investigations, California Department of Corrections, Stallion Springs Police Department, and the Bear Valley Springs Police Department. Tehachapi Police Officers are regularly requested to respond to county areas to assist with policing services.

Table 2.N – Other Agency Responses

ASSIST OTHER AGENCY RESPONSES				
2009	2010	2011	2012	2013
381	312	403	291	297

2.7 STORMWATER DRAINAGE

City-Wide Stormwater Drainage Management

Prior to the 1970's, the City of Tehachapi was subjected to extensive periodic flooding from heavy precipitation or snowmelt due to runoff from the mountains south of town. A series of dams and diversion structures were constructed under the leadership of the United States Soil Conservation Service (now known as the National Resource Conservation Service) following the creation of a Watershed Flood Study produced in 1972.

Pursuant to the construction of the Tehachapi Watershed Project, the Federal Emergency Management Agency (FEMA) in partnership with the National Flood Insurance Program (NFIP) revised the flood inundation maps for the City of Tehachapi moving the vast majority of the town into Flood Hazard Zone "B". This classification puts the land into the 500-year flood zone.

As such, flood insurance is not required of properties within Zone “B” and the probability of flooding is determined to be very low.

Local & Regional Stormwater Drainage Management

Both the development of ‘green-field’ properties and the intensification of development (manifest through the increase in impervious surfaces) create local and regional increases in storm-water runoff. In order to manage these effects, the City of Tehachapi Subdivision and Development Standards require developers to mitigate these effects through project design. While open to the creative efforts of qualified design engineers, these mitigation efforts most commonly take the form of either detention or retention storm basins. Detention basins are designed to accept storm water during an event and then release the stored water into the natural water course within a defined period of time following that event. Retention basins similarly accept storm water during an event but retain them after the event. The water then percolates and evaporates in a defined period of time following an event. The following is a list of basins maintained by the City for this purpose:

- Tucker Road Detention Basin
- Capital Hills Retention Basin
- Industrial Parkway Detention Basin
- Airport Retention Basin
- Applewood Drive Detention Basin
- Pinon Street Retention Basin
- Scarlet Oak Drive Retention Basin
- Dennison Road Detention Basin
- Bailey Court Detention Basin

It is worth noting that subsequent to the 2004 MSR adoption the City has formed a Landscape Lighting Maintenance District and Drainage Benefit Assessment District as a mechanism by which the cost of maintaining these facilities is born by the property owners who benefit from these facilities rather than the general public. These basins are fed from a series of storm drains and open channels designed to collect and transport storm flows. As the size and location of the City’s storm drains are numerous, we will not try and list them in this document. That said, the following is a list of major storm channels maintained by the City:

- Dennison Road / Airport Channel
- Wastewater Treatment Plant Channel
- Antelope Run (Owned and Maintained by the Tehachapi Cummings County Water District)

As future development occurs within the City, storm-water drainage facilities will be required in compliance with the Subdivision and Development Standards. These standards require an evaluation and comparison of the pre-development site runoff against the post-development site runoff. This evaluation leads to the design and implementation of mitigation measures to attenuate this change in runoff.

2.8 CIRCULATION

The 2000 General Plan update was the General Plan in place at the time the 2004 Municipal Service Review (MSR) was prepared and adopted. The 2004 MSR reflected the 2000 General Plan in terms of the circulation element which relied on a more conventional hierarchy of streets with east/west and north/south major collectors at one mile intervals and east/west and north/south secondary collectors at ½ mile intervals. The 2000 General Plan circulation element also designated the Level of Service (LOS) C as an acceptable LOS as defined by the Highway Capacity Manual. Past subdivision designs have emphasized cul-de-sac over the connectivity that can be achieved through non-traditional grid configured street patterns. Therefore, based on an assumption that future residential subdivision designs would be cul-de-sac dominated, each new subdivision would need to rely on a major or minor collector to get from Point A to Point B.

More recently, the City adopted a Form Based General Plan in April 2012 and the mandated circulation element of the General Plan has been renamed Mobility Element. The Mobility Element emphasizes connectivity over cul-de-sac and has re-designated street types within the street hierarchy; Principal Through Streets (Major Arterial), Collector or Through Streets (Minor Arterial), Tertiary Streets (Local Streets).

The street system envisioned for Tehachapi consists of a network of individual streets based more on the desired neighborhood character and less on traffic carrying capacity. This is largely possible through the interconnectedness and redundancy of the network. In this regard, the Mobility Element and future circulation will no longer rely on the former street hierarchy. However, the right-of-way width established in the street hierarchy will be maintained for the purpose of accommodating bike lanes, paseos and multi-use trails throughout the community, rather than paved traffic lanes, providing connectivity to commercial centers, schools, civic centers and residential neighborhoods.

2.8.1 Principal Through Streets (Major Arterial)

Of the three general categories of street types, Principal Through Streets are designed to carry the most amounts of traffic across town at a reasonable speed. Travel lanes tend to be slightly wider than those of minor or local streets. Medians provide for turn lanes that allow for turn movements without impacting the traffic flow. Major arterials have few required stops,

typically at signalized intersections with other major arterials. Additional pedestrian activated signals are recommended. This type provides for smooth flow of vehicular traffic while ensuring pedestrian safety and comfort, quality of life for adjacent residences, and overall aesthetic appeal.

2.8.2 Collector or Through Streets (Minor Arterial)

Designed to connect neighborhoods with major arterials and carry moderate amounts of traffic at moderate speeds. Travel lanes tend to be slightly narrower than those of major arterials to encourage lower speed. Minor arterials typically have stop sign controlled intersections every few blocks. This type balances traffic flow with pedestrian safety and comfort, quality of life for adjacent residences, and overall aesthetic appeal.

2.8.3 Tertiary Streets (Local Streets)

Designed to provide access to most residences in neighborhoods and carry modest amounts of traffic at low speeds. Travel lanes tend to be narrow to encourage low speed. Local streets in low-intensity areas carrying little traffic may be queueing streets, requiring drivers to let oncoming traffic pass before proceeding. Local streets typically have stop sign controlled intersections every couple blocks. This type allows for slow vehicular traffic while emphasizing pedestrian safety and comfort, quality of life for adjacent residences, and overall aesthetic appeal.

2.8.4 Public Transit

The City provides local transit via contract with the Kern Regional Transit Authority. This is a dial-a-ride service that provides services on a first-come-first-serve basis. A local fixed route system has been periodically evaluated since the 2004 MSR adoption. However, there simply have not been the critical mass in terms of ridership to support a fixed route system. Additionally, Kern Regional offers daily trips to Bakersfield, Palmdale and Lancaster to employment and education centers.

2.8.5 Bicycle Facilities

The narrative in the 2004 Municipal Service Review did not discuss existing bicycle facilities given that the City had not adopted a Bicycle Master Plan and essentially in 2004 no bicycle facilities existed. The 2004 Municipal Services Review document included the following Bicycle Facilities Table;

Table 2.O – 2004 Proposed Bicycle Facilities within the City of Tehachapi

North-South Routes	East-West Routes
Tucker Road from Highline to Tehachapi Boulevard	Highline Road from Tucker Road to Tehachapi-Willow Springs Road
Summit Road from Highline Road to Valley Boulevard	Cherry Lane from Tucker Road to Brentwood Street
Curry Street from Valley Boulevard to Tehachapi Boulevard	Valley Boulevard from Tucker Road to Summit Road
Mt. View Avenue from Valley Boulevard to Tehachapi Boulevard	D Street from Mt. View Road to Mill Street
Mill Street from Valley Boulevard to Capital Hills Drive	C Street from Robinson Street Snyder St
Robinson Street from C Street to Tehachapi Boulevard	Tehachapi Boulevard from Tucker Road to Tehachapi-Willow Springs Road
Snyder Avenue from Anita Drive to Tehachapi Boulevard	Red Apple Avenue from Westwood Boulevard to Tucker Road
Dennison Road from Highline Road to Tehachapi Boulevard	
Stueber Road from Highline Road to Tehachapi Boulevard	
Tehachapi-Willow Springs Road from Highline Road to Tehachapi Boulevard.	

Subsequent to the 2004 MSR narrative, the City of Tehachapi adopted a Bicycle Master Plan dated June 2012 which established goals, objectives and policies for all types of bicycle riders and trip purposes. The Bicycle Master Plan is an implementation tool for the City’s 2012 Form Based General Plan to close existing gaps and provide connectivity to commercial center, civic and recreational areas, schools and employment centers. The Bicycle Master Plan is additionally linked to the pending Active Transportation Plan which will provide the level of detail required to fully implement the Master Plan.

Over 32.08 miles of bicycle facilities are recommended in the Bicycle Master Plan. Recommendations include Class I Bike Paths, Class II Bike Lanes, Class III Bike Routes and Bike Boulevards, expanding the Table 2.O list substantially.

Table 2.P - Proposed Bicycle Facilities (2012)

Street	From	To	Mileage
Class I Bike Paths			
Antelope Run (north-south)	Tehachapi Boulevard	Tucker Road	1.37
Antelope Run (east-west)	Antelope Run (north-south)	Alder	0.52
C Street	C Street (Cul-de-sac)	Mojave Street	0.007
Challenger Path	Challenger Drive	Dennison Road	0.61
Cherry Lane	Elm Street	Curry Street	0.30
Conway Path	Tucker Road	Mt. View Avenue	0.59
Orchard Parkway	Alder Avenue	Classico Drive	0.34
Pinon Street	Brandon Lane	Dennison Road	0.53
Tehachapi Boulevard	Existing bike path (west)	Mt. View Avenue	0.08
Valley Boulevard	Curry Street	Snyder Avenue	0.64
TOTAL			5.05
Class II Bike Lanes			
Alder Avenue	Highland Orchard parkway	Curry Street	0.72
Anita Drive	Snyder Avenue	Dennison Road	0.37
Burnett Road	Dennison Road	Appaloosa Court	0.81
C Street	Mill Street	End of road (east)	0.49
C Street	Pepper Drive	Snyder Avenue	0.16
Capitol Hills Parkway	Challenger Drive	Mill Street	0.24
Challenger Drive	Capitol Hills Parkway	Vienna Street	0.43
Cherry Lane	Tucker Road	Elm Street	0.70
Curry Street	Tehachapi Boulevard	C Street	0.30
Curry Street	Valley Boulevard	Highline Road	1.02
Dennison Road	Burnett Road	Highline Road	2.12
E Street	Mulberry Street	Robinson Street	0.54
E Street	Davis Street	Snyder Avenue	0.35
Green Street	J Street	Tehachapi Boulevard	0.21
H Street	Mill Street	Mojave Street	0.54
Highland Orchard parkway	Pinon Street	Alder Avenue	0.04
Highline Road	Tucker Road	Tehachapi-Willow Springs Road	4.03
I Street	Curry Street	Mojave Street	0.37
J Street	Curry Street	Hayes Street	0.43
Mill Street	Capitol Hills Parkway	Tehachapi Boulevard	0.53
Mill Street	Tehachapi Boulevard	Valley Boulevard	0.58
Mojave Street	J Street	H Street	0.15
Mojave Street	Tehachapi Boulevard	Pepper Drive	0.26

Mt. View Avenue	D Street	Valley Boulevard	0.34
Mulberry Street	Tehachapi Boulevard	E Street	0.13
Orchard Parkway	Classico Drive	Curry Street	0.12
Pepper Drive	Mojave Street	C Street	0.14
Pinon Street	Curry Street	Brandon Lane	0.47
Pinon Street	Highland Orchard Parkway	Applewood Drive	0.06
Snyder Avenue	Tehachapi Boulevard	Valley Boulevard	0.47
Steuber Road	Tehachapi Boulevard	Highline Road	1.25
Tehachapi Boulevard	Mt. View Avenue	Tehachapi-Willow Springs Road	3.67
Tehachapi-Willow Springs Road	Tehachapi Boulevard	Highline Road	1.06
Tucker Road	Valley Boulevard	Highline Road	1.02
Valley Boulevard	West City Limits	Tucker Road	0.25
Valley Boulevard (north side)	Las Colinas Street	Oakwood Street	0.50
Valley Boulevard	Snyder Avenue	Dennison Road	0.37
TOTAL			25.24
Class III Bike Routes			
Applewood Drive	Elm Street	Pinon Street	0.20
Elm Street	Cherry Lane	Applewood Drive	0.15
Pinon Street	Applewood Drive	Curry Street	0.19
TOTAL			0.54
Bike Boulevards			
Clearview Street	Valley Boulevard	White Oak Drive	0.25
Elm Street	Maple Street	Cherry Lane	0.48
Maple Street	Mt. View Avenue	Mill Street	0.30
White Oak Drive	Curry Street	Clearview Street	0.22
TOTAL			1.25
Total Network Mileage			32.08

Source: Tehachapi 2012 Bicycle Master Plan

Since the 2004 MSR was adopted, the City has installed several Class I, II and III bike networks as listed below in Table 2.Q.

Table 2.Q - Class I, II and III Bike Networks

Street	From	To	Mileage
CLASS I Bike Paths			
Tehachapi Blvd	Tucker Road	Approx. 200 feet west of Mountain View	.36
Valley Blvd	Approx. 300 east of Tucker Rd	Oakwood Street	.51

Curry Street	C Street	Valley Boulevard	.25
E Street	Davis Street	Mojave Street	.08
TOTAL			1.20
Non-Standard Bike Path			
Valley Boulevard	Curry Street	Snyder Avenue	.63
Class II Bike Lane			
Green Street	H Street	Commercial Way	.26
Tucker Road	Tehachapi Blvd	Valley Blvd	.50
Valley Blvd	Tucker Road	Las Colinas	.07
Valley Blvd	Oakwood Street	Curry Street	.36
Mountain View Ave	Tehachapi Blvd	D Street	.17
E Street	Mountain View Ave	Mulberry Street	.20
Mulberry Street	Tehachapi Blvd	D Street	.17
D Street	Mulberry Street	Robinson Street	.32
Robinson Street	Tehachapi Blvd	C Street	.29
E Street	Robinson Street	Davis Street	.09
Mill Street	Tehachapi Blvd	C Street	.30
Curry Street	Tehachapi Blvd	Highline Road	.55
E Street	Mojave Street	Snyder Avenue	.26
TOTAL			3.54
Class III Bike Routes			
Mill Street	C Street	Valley Blvd	.28
D Street	Mountain View Ave	Mulberry Street	.18
TOTAL			.46

2.9 SOLID WASTE

The City contracts with Benz Sanitation to provide solid waste collection services within the City of Tehachapi. The solid waste that is collected within the City is first hauled to the MRF then to Tehachapi Sanitary Landfill, Bena or the Mojave-Rosamond Sanitary landfill, which are operated by the Kern County Waste Management Department. These facilities are Class III landfills that accept construction/demolition waste, dead animals, and mixed municipal refuse.

The Arvin Sanitary Landfill, located at 5500 North Wheeler Ridge Road, about 1 ½ miles south of State Route 223 (Bear Mountain Road) has been inactive since 2003 and formally closed in 2013.

The Tehachapi Sanitary Landfill is located at 12001 Tehachapi Boulevard, which is about 3 miles east of the City limits and parallel to State Route 58. The facility encompasses approximately 204 acres; 32 acres are permitted for landfill disposal with the remaining area dedicated to

recycling activities, a scale, gatehouse and acres of open vacant land. The facility is permitted to accept 1,000 tons per day which was expanded in 2007 from 370 tons per day as referenced in the 2004 report. The estimated closure date of this facility will occur between 2014-2017.

(Kern County Waste Management is currently circulating a Supplemental EIR for the Tehachapi Landfill to acquire additional land to be used as a buffer area and increase the height of waste by 20 feet which will increase the landfill life span to approximately 2020).

The Mojave-Rosamond Sanitary Landfill is located at 400 Silver Queen Road in Mojave, which is approximately 28 miles from the City. The facility encompasses 1,688 acres; 544 acres are permitted for landfill disposal. The facility is permitted to accept 3,000 tons per day and the estimated closure date of this facility is 2023.

According to the annual report filed to Calrecycle, in year 2013, the City of Tehachapi disposed of 13,721.17 tons of solid waste.

As noted in the Calrecycle annual report, Tehachapi has many different diversion programs as listed in the table below:

Table 2.R Calrecycle Annual Report

Xeriscaping/Grasscycling	Backyard and On-Site Composting/Mulching
Business Waste Reduction Program	Procurement
Government Source Reduction Program	Material Exchange, Thrift Shops
Residential Curbside	Residential Drop-Off
Residential Buy-Back	Commercial On-Site Pickup
Government Recycling Programs	Special Collection Seasonal
Special Collection Events	Residential Curbside Greenwaste Collection
Commercial on-Site Greenwaste Pick-Up	Sludge
Tires	White Goods
Scrap Metal	Wood Waste
Concrete/Asphalt/Rubble	Brochures
Outreach Programs	Schools (education)
Ordinances	MRF

Source: City of Tehachapi 2013 Calrecycle Annual Report

The City of Tehachapi has a flat rate for residential solid waste services (\$17.40 per month) and commercial/industrial rates are based on the larger refuse bin size, number of pick-ups per week, and whether it's compacted refuse (\$90.86 -\$761.77 per month).

2.10 PARKS

The 2004 MSR relative to parks accurately pointed out that the City of Tehachapi only owned and maintain a single park (Airport Park) and that parks are essentially the exclusive domain of

the Tehachapi Valley Park and Recreation District (TVRPD). At the time the 2004 MSR was developed and approved the general sensibility of the TVRPD was antagonistic towards the development of neighborhood and pocket parks and as such the TVRPD desired to collect an in lieu fee to be applied towards the construction of much larger regional parks rather than a series of more accessible smaller neighborhood parks. Subsequent to the 2004 MSR two (2) significant shifts have occurred. First a change in management and philosophy at the TVRPD and secondly a re-visitation of the manner in which the City should grow in terms of providing open space and park amenities to its citizenry. Fast forward to 2014 and the City of Tehachapi owns and maintains five (5) parks; Airport Park, Railroad Park, Pioneer Park, Warrior Park and Braves Park. The City's Form Based General Plan emphasizes pedestrian sheds which will have some open space amenity within walking distance from residential neighborhoods. The General Plan includes two distinct types of public open space: 1. rural open space in which nature is the area that surrounds and defines Tehachapi, and greenway which are open space corridors that connect the town to nature; and 2. town open space which are greens, plazas, squares, and playgrounds. Additionally the City has established a landscape and lighting district in which the cost of maintaining neighborhood parks, paseos and streetscaping are born by residents who live in the immediate area of the improvement and not the general population. The working relationship between the City of Tehachapi and the TVRPD is much more proactive and positive towards shared goals and objections.

2.11 CITY OF TEHACHAPI AIRPORT

Tehachapi's Municipal Airport is a public-use airport located in the northeastern portion of the City, adjacent and south of State Highway 58, within walking distance of the hotels, restaurants and metropolitan area. It currently has one runway (11/29) that is 4,040 feet long by 75 feet wide with two connecting taxiways, a visitor's terminal, automated fueling facility, apron and FAA approved weather station. There is also a commerce park, event center and City park/campground located on the airport property.

There are approximately 75 aircraft based at the airport which averages 30 aircraft operations per day. Roughly 60 percent of the operations are transient commercial and non-commercial aviation, with the balance being local general aviation. The airport supports small and mid-size piston, turbo-prop and jet aircraft. In addition, when the San Joaquin Valley is experiencing inclement weather, Tehachapi Municipal Airport serves as an alternate destination for cargo aircraft. The airport is routinely utilized by the Kern County Fire Department, Renewable Energy Industry, California Correctional Institute, Mercy Air, FedEx, Tehachapi Police Department, Kern County Sheriff, Hall Ambulance, Medivac and private enterprise.

The Airport's revenue sources consist of private and commercial ground leases, specialty agreements, fuel sales, use fees, and other aviation and non-aviation compatible ventures. The airport is included in the National Plan of Integrated Airport Systems and is operated and maintained by the City's Airport Department.

2.12 DETERMINATIONS FOR THE CITY OF TEHACHAPI

The Service Review guidelines prepared by the State Office of Planning and Research recommend that issues relevant to the jurisdiction be addressed through written determinations called for in the Act. Based on the above information, the following are the written determinations of the City of Tehachapi

2.12.1 Infrastructure Needs and Deficiencies

Purpose: To evaluate the infrastructure needs and deficiencies in terms of supply, capacity, condition of facilities, and service quality.

1. To meet the demands created by growth, the City requires developers to provide the City with new water rights, sufficient to serve the needs of their development in perpetuity, or to pay a fee sufficient to purchase those water rights on the open market.
2. The City's water distribution network is adequate to serve existing customers and is in good repair. In 2008, the City completed construction of an addition 1.5 million gallons of freshwater storage.
3. The City's wastewater treatment plant was upgraded in 2012 to restore capacity to the existing plant. This \$4 million project has created capacity for a approximately 1000 additional sewer connections.
4. The City requires developers to construct all on-site infrastructure needed by the new development, as well as off-site improvements identified through environmental reviews.
5. During the past seven years, the City has constructed, or has accepted constructed improvements from developers, for significant upgrades to the City's stormwater management network, including four new drainage retention basins and over a mile of underground storm drain pipe.
6. The City completed a Pavement Management inventory in 2013 identifying needed maintenance and improvement projects to maintain the City's roadway network in a Good or Excellent condition.
7. Current road networks are adequate to handle expected traffic growth and any capacity improvements needed will be funded by developers as off-site requirements identified in their environmental review process. Additionally, the City's recently adopted General

Plan suggests greater roadway connectivity and an decreased reliance on large collector and arterial streets in favor of more and better routes to important destinations such as schools, parks, commercial centers, and public facilities.

2.12.2 Growth and Population

Purpose: To evaluate service needs based upon existing and anticipated growth patterns and population projections.

1. KernCog has projected the City's population to grow 1.1% annually and the number of households is projected to grow 1.6% annually through 2040.
2. The City has taken regional growth projections and local development plans to forecast for future infrastructure needs within the City to assist in long range planning purposes such as General Plan and for large infrastructure projects or for additional needed supplies such as water.
3. The Tehachapi Police Department utilizes regional projections and local development plans to plan for future staffing and equipment. Utilizing these information sources allows the City to meet the demands on police services that result from growth.

2.12.3 Financing Constraints and Opportunities

Purpose: To evaluate a jurisdiction's capability to finance needed improvements and services.

1. To fund needed projects resulting from growth, the City assesses fees for water, wastewater, traffic, police facilities, civic facilities, and parks. The City should regularly review these fees to ensure that revenue is adequate to support the demands of growth.
2. The City has built a healthy reserve in both its General Fund and in multiple enterprise funds that have allowed it to fund projects internally, without traditional financing over the last five years including a the construction of a new Police Headquarters. That said, the City maintains the Tehachapi City Financing Corporation to fund capital improvements if necessary.
3. The City prepares a comprehensive five-year budget, which is updated annually, that clearly describes the services provided to the residents and the funds expended for those services.

4. The City has obtained over \$12 million for grant funded projects during the past five years and should continue to aggressively pursue grant funding where possible.

2.12.4 Cost-Avoidance Opportunities

Purpose: To identify practices or opportunities that may help eliminate unnecessary costs.

1. The City has begun providing engineering services formerly contracted with a private company. The change allowed for reduced expenses, increased control, increased revenue, and improved customer service.
2. The City worked with Southern California Edison while designing and building the wastewater treatment upgrades through SCE's Savings By Design Program, to reduce power consumption and receive credit for efficiency upgrades.
3. The City constructed new water storage that provides additional capacity, and also allows the City to now pump water out of its wells during "off-peak" times, reducing electricity costs significantly.
4. The City is now storing and indexing its records electronically, significantly reducing staff time to locate records for internal users, as well as improving public access to City records.
5. The City has initiated partnerships with numerous non-profits for the management of its facilities, including the Historic Train Depot, the BeeKay Theatre, and others, thereby reducing staff time necessary to manage these important community facilities.
6. The City has contracted out its routine landscape maintenance duties and has determined that it is less expensive than maintaining the personnel, equipment, and materials necessary to perform the maintenance in house.

2.12.5 Opportunities for Rate Restructuring

Purpose: To identify opportunities to impact rates positively without decreasing service levels.

1. Rates for City services should be analyzed during the annual budget process, to ensure that charges and fees are adequate to cover expenditures and meet the legal requirements for a clear nexus between the fee and the uses.

2.12.6 Opportunities for Shared Facilities

Purpose: To evaluate the opportunities for a jurisdiction to share facilities and resources to develop more efficient service delivery systems.

1. The City is currently working with the Tehachapi Valley Recreation and Parks District (TVRPD) to develop an MOU that would allow the sharing of equipment between the two jurisdictions to reduce the need to purchase larger equipment not needed on a daily basis.
2. The City is currently working with Golden Hills Community Services District (GHCSO) to develop an agreement for an emergency water connection between agencies, as well as on the shared development of future water production wells.
3. The City has partnered with the County of Kern to share costs for multiple transportation projects that benefit both agencies.
4. The City has partnered with the California Department of Transportation (Caltrans) to share costs for a significant transportation safety enhancement project near the Tehachapi Blvd and Highway 58 interchange.
5. Additional partnership opportunities should be pursued between the City and other agencies for reductions in cost, personnel, office space, materials, and other resources or expenses.

2.12.7 Government Structure Options

Purpose: To consider the advantages and disadvantages of various government structures to provide public services.

1. It is reasonable to conclude that public services can be provided by the City of Tehachapi under the existing government structure.
2. The City is currently providing the same or similar services as other government agencies within, or immediately adjacent to its limits and its sphere of influence. These duplications should be evaluated to ensure that duplication of efforts is not creating inefficiencies or conflicts that hamper the delivery of public services.

2.12.8 Evaluation of Management Efficiencies

Purpose: To consider the management structure of the jurisdiction.

1. The City's budget and accounting practices are audited every year by a certified public accountant.

2.12.9 Local Accountability and Governance.

Purpose: To evaluate the accessibility and levels of public participation associated with the agency's decision-making and management processes.

1. Rates and fees for services have been established at public hearings that include public participation.
2. The City has historically made reasonable efforts to maintain a public dialogue regarding issues and projects of concern to the community. The City's outreach program includes providing information regarding current issues of significance to the community. In particular, the City has provided information on its web site and conducted workshops and public town hall meetings to solicit the broadest public input possible.
3. Prior to budget approval, public meetings are conducted to include citizen concerns.
4. The City's website provides information about the City Council and issues of importance to the community.
5. The City set up a Facebook page posting events and meeting notifications and to help better communicate with its citizenry.

3.0 LIST OF REFERENCE MATERIAL

City of Tehachapi General Plan 2035

2010 Tehachapi Regional Urban Water Management Plan

Tehachapi Housing Element 2014

Tehachapi Groundwater Basin Study 2009

Greater Tehachapi Municipal Service Review Kern County LAFCO 2004

Tehachapi Bicycle Master Plan 2012

City of Tehachapi Water and Wastewater Development Fee Study (Lockman and Associates) 1993

City of Tehachapi Budget 2013-2014

City of Tehachapi Financial Report for year ending 2013 prepared by Hannah Chung, Finance Director

2010 US Census Update

2014 Department of Finance

4.0 LIST OF PREPARERS AND PARTICIPANTS

David James, Community Development Director

Marcia Smith, Associate Planner

Roxanne Davis, Executive Assistant

Chris Kirk, Assistant City Manager

Jay Schlosser P.E., City Engineer

Jon Curry, Public Works Director

David Goodell, Kern County Fire Department

Kent Kroeger, Chief of Police

Tom Glasgow, Airport Manager



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

COUNCIL REPORTS

MEETING DATE: OCTOBER 20, 2014 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: OCTOBER 14, 2014

SUBJECT: PARCEL MAP 10997 NOTICE OF FINAL ACCEPTANCE

BACKGROUND

On May 15, 2006, the City of Tehachapi entered into an Improvement Agreement with M&L Financial XIX for the construction of numerous public improvements associated with Parcel Map 10997 located north and south of Industrial Parkway east of Mill Street. Over the last 8+ years, the construction of this development has progressed in a 'start-and-stop' manner.

Under Section 5.C of the Improvement Agreement, following the completion of the public improvements as well as several associated steps (providing record information, paying all outstanding fees, etc.), the City Council shall order the City Manager to issue a Notice of Final Acceptance. The required steps noted in the agreement have been completed.

RECOMMENDATION

AUTHORIZE THE CITY MANAGER TO ISSUE A NOTICE OF FINAL ACCEPTANCE AND APPROVE THE NOTICE OF COMPLETION FOR THE PARCEL MAP 10997 IMPROVEMENT AGREEMENT AND DIRECT STAFF TO RECORD SAME.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Improvement Agreement entered into on the 15th day of May 2006, by and between the City of Tehachapi, a municipal corporation, and M&L Financial XIX, a General Partnership and Tehachapi Industrial Parkway Associates, a General Partnership, the Subdivider, for all work necessary to complete the Parcel Map No. 10997 Subdivision, has been completed in accordance with the requirements of the Improvement Agreement, and I hereby acknowledge the full completion and acceptance on the 13th day of October 2014, on behalf of the City.

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



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: *J/S*

CITY MANAGER: *[Signature]*

MEETING DATE: OCTOBER 20, 2014 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: OCTOBER 6, 2014

SUBJECT: PINON AND CURRY SAFE ROUTES TO SCHOOL – NOTICE OF COMPLETION

BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with D.O.D. Construction, for the Pinon and Curry Safe Routes to School Project. Following a walk-through by City Staff, and completion of all "punch list" items by the contractor, it has been determined that all contract items have been completed. At this time, a Notice of Completion must be filed in order to close the contract.

RECOMMENDATION

APPROVE THE NOTICE OF COMPLETION FOR THE PINON AND CURRY SAFE ROUTES TO SCHOOL PROJECT AND DIRECT STAFF TO RECORD SAME

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 2nd day of June 2014, by and between the City of Tehachapi, the Owner, and D.O.D. Construction, the Contractor, for all work necessary to complete the Pinon and Curry Safe Routes to School Project, 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 6th day of October 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



APPROVED
DEPARTMENT HEAD: *JKS*
CITY MANAGER: *JM*

COUNCIL REPORTS

MEETING DATE: OCTOBER 20, 2014 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: OCTOBER 14, 2014

SUBJECT: NOTICE OF ACCEPTANCE FOR IRREVOCABLE OFFER OF DEDICATION FOR INGRESS, EGRESS, AND ROAD PURPOSES FROM APN 416-24-15 LOCATED IN THE SOUTHWEST CORNER OF VALLEY BOULEVARD AND CURRY STREET

BACKGROUND

Several months ago, City Staff approached the property owner of the property located in the southwest corner of Valley Boulevard and Curry Street, APN 416-24-15, to solicit for additional right-of-way needed to complete several conditions from an underlying Conditional Use Permit.

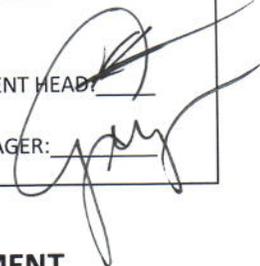
The property owner has expressed a willingness to grant the City additional road right-of-way at no cost. Pursuant to this discussion, Staff prepared the requisite legal documents and signatures were obtained from the property owners on October 1, 2014.

RECOMMENDATION

ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A NOTICE OF ACCEPTANCE, AND REQUEST STAFF TO RECORD SAME.



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: OCTOBER 20, 2014 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: KENT KROEGER, POLICE CHIEF

DATE: OCTOBER 13, 2014

SUBJECT: AMENDMENT TO EMPLOYEE PERSONNEL MANUAL

BACKGROUND

As the Council is aware, the City of Tehachapi Employee Personnel Manual identifies several positions within the Police Department which are entitled to receive Special Assignment Pay. Special Assignment Pay compensates Police Officers and Senior Officers working in specific capacities an additional 5% above base pay. The assignments entitled to this additional compensation are recognized as positions that require certain skills and/or expertise.

The Tehachapi Police Department intends to assign one Police Officer or Senior Officer to the position of Detective. Officers working in this capacity will be responsible for conducting a variety of complex criminal investigations. These investigations require the identification and collection of evidence, identification and interviews of victims and witnesses, the preservation and investigation of crime scenes, the preparation and service of search and arrest warrants, and the preparation and filing of criminal cases for prosecutions. These tasks can clearly be considered special skills and/or expertise which entitle the Detective to receive Special Assignment Pay.

RECOMMENDATION

Adopt a Resolution amending Section 3B, Item 6a of the Rules and Regulations for the administration of the personnel system to include the position of Detective as an assignment entitled to Special Assignment Pay.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI AMENDING SECTION 3B, ITEM 6A OF THE RULES
AND REGULATIONS FOR THE ADMINISTRATION OF THE
PERSONNEL SYSTEM**

WHEREAS, the City Council of the City of Tehachapi (the "City Council") adopted Resolution No. 11-14 which established rules and regulations for the administration of the personnel system (the "Personal Policies"); and

WHEREAS, City Council wishes to amend the Personnel Policies as hereinafter set forth;
and

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

1. That the recitals and findings are true and correct and are hereby incorporated by reference herein.

2. Section 3B, Item 6a is hereby amended as follows:

"6. Special Compensation

a. Special Assignment Pay

The Chief of Police shall have full authority and discretion to assign members to the blow listed assignments. The City agrees to pay an additional (5%) above base pay to non-probationary Police Officers and Senior Officers working in the following capacities:

1. School Resource Officer
2. Kern Narcotics Task Force
3. Field Training Officer when a trainee is assigned
4. Detective.”

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi held on the 20th day of October 2014, by the following vote:

AYES: COUNCIL MEMBERS: _____
 NOES: COUNCIL MEMBERS: _____
 ABSENT: COUNCIL MEMBERS: _____
 ABSTAIN: COUNCIL MEMBERS: _____

 PHILIP SMITH, Mayor,
 City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on 20th day of October 2014.

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



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EVANSTON-O'HARE

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