

## **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, February 2, 2015 - 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 Robynson Street, Tehachapi, California, 93561.

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

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

### **PLEDGE TO FLAG**

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

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

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

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

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

**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, FEBRUARY 2, 2015- 6:00 P.M. - PG. 2**

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**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 07-15  
Tehachapi City Council Unassigned Ord. No. 15-02-721  
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-15  
Tehachapi Public Financing Authority Unassigned Res. No. 01-15

- \*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 January 20, 2015 – **APPROVE AND FILE**
- \*4. Destruction of Records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS**
- 5. Present options to City Council regarding open City Clerk position due to City Clerk Denise Jones' resignation – **DIRECT STAFF**

**FINANCE DIRECTOR REPORTS**

- \*6. Disbursements, bills, and claims for January 20, 2015 through January 28, 2015 – **AUTHORIZE PAYMENTS**
- 7. State Mandated Cost Reimbursement legislation allows for local government agencies to claim reimbursable expenditures mandated by the State. Since 2001/02, the City has contracted with Andy Nichols for SB90 Mandated Cost Claims filings – **APPROVE THE CONTRACT WITH NICHOLS CONSULTING FOR SB90 FILING SERVICES AND AUTHORIZE THE MAYOR TO SIGN**
- \*8. Resolution of the Board of Directors to the Tehachapi Redevelopment Successor Agency to approve a loan agreement for fiscal year 2014-15 administrative costs between the City and the Successor Agency for the use of City staff, facilities, and other resources for the administration and operations of the Successor Agency – **ADOPT A RESOLUTION APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2014-15 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**
- \*9. Resolution of the City Council to approve a loan agreement for fiscal year 2014-15 administrative costs between the City and the Successor Agency for the use of City staff, facilities, and other resources for the administration and operations of the Successor Agency – **ADOPT A RESOLUTION APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2014-15 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**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, FEBRUARY 2, 2015- 6:00 P.M. - PG. 3**

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**AIRPORT MANAGER REPORTS**

- \*10. Non-Commercial Hangar Ground Lease Agreement – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 15E BETWEEN THE CITY OF TEHACHAPI AND JEFF MURPHY AND AUTHORIZE THE MAYOR TO SIGN**

**COMMUNITY DEVELOPMENT REPORTS**

11. Introduction of an Ordinance regulating shopping cart containment and retrieval – **INTRODUCTION ONLY**

**CITY MANAGER REPORTS**

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

**COUNCILMEMBER ANNOUNCEMENTS OR REPORTS**

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

**CLOSED SESSION**

1. Approval of closed session minutes for January 20, 2015.
2. Conference with legal counsel regarding Broome Trust v. City of Tehachapi per Government Code Section 54956.9(d)(1).
3. Conference with legal counsel regarding claims filed by Edward Peterson, Deborah Peterson, and Parris Peterson per Government Code Section 54956.9 (d) (2).

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Tuesday, January 20, 2015 – 6:00 P.M.**

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

### ACTION TAKEN

<p><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by Deputy City Clerk Ashley Whitmore</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, Smith and Wahlstrom</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Russ Lawson Pastor Church of Christ</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Councilmember Nixon</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments regarding matters not listed as an agenda item were received from:             <ol style="list-style-type: none"> <li>a. Alexia Wood, Executive Assistant to the Chief of Police, regarding her retirement.</li> </ol> </li> <li>2. Mayor to present a Certificate of Recognition to Alexia Wood – <b>PRESENTATION</b></li> </ol>	<p>Approved Consent Agenda Sm/Ni Ayes All</p>
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3. 2014 Year End Report – **PRESENTATION**

**CITY CLERK REPORTS**

\*4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**

All Ord. Read By Title Only

\*5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on December 15, 2014 - **APPROVED AND FILED.**

Approved & Filed  
Sm/Ni Ayes All

\*6. Destruction of Records – **ADOPTED RESOLUTION NO. AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO CITY CLERK AND CITY ATTORNEY REVIEW**

Adopted Resolution Authorizing  
The Destruction Of Certain City  
Records Subject To City Clerk  
And City Attorney Review  
Sm/Ni Ayes All

**FINANCE DIRECTOR REPORTS**

\*7. Disbursements, bills and claims for December 11, 2014 – January 8<sup>th</sup>, 2015 – **AUTHORIZED PAYMENTS**

Authorized Payments  
Sm/Ni Ayes All

\*8. City of Tehachapi Treasurer’s Report through December, 2014 – **RECEIVED REPORT**

Received Report  
Sm/Ni Ayes All

9. Annual financial report for the year ended June 30, 2014 – **INFORMATION ONLY**

10. California Government Code Section 53646(a) requires council members to revise and approve the Investment Policy each year. Staff has reviewed the current policy and made no adjustments– **FINANCE DIRECTOR, HANNAH CHUNG GAVE REPORT; RECEIVED COMMENTS FROM CHARLES WHITE, CITY RESIDENT; ADOPTED RESOLUTION NO. ADOPTING AN INVESTMENT POLICY AND REPEALING RESOLUTION NO. 05-14**

Adopted Resolution No.  
Adopting An Investment Policy  
And Repealing Resolution No.  
05-14  
Sm/Ni Ayes All

**AIRPORT MANAGER REPORTS**

\*11. Non-Commercial Hangar Rental Agreement – **APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND ADAPTIVE AEROSPACE CORPORATION FOR HANGAR 49W**

Approved And Authorized The  
Mayor To Sign The Non-  
Commercial Hangar Rental  
Agreement Between The City Of  
Tehachapi And Adaptive  
Aerospace Corporation For  
Hangar 49w  
Sm/Ni Ayes All

12. Update on California Division of Aeronautics State Matching Grant for the Taxiway Alpha Environmental Assessment – **INFORMATION ONLY**

**POLICE DEPARTMENT REPORTS**

13. **PUBLIC HEARING** – The City receives \$100,000.00 from the State of California through the Supplemental Law Enforcement Services Fund (SLESF) also commonly referred to as state “COPS” funds - **OPENED HEARING AT 6:45; NOTICE OF PUBLIC HEARING POSTED JANUARY 6, 2015 AND PUBLISHED JANUARY 8, 2015 IN THE BAKERSFIELD CALIFORNIAN AND JANUARY 14, 2015 IN THE TEHACHAPI NEWS AND NO CORRESPONDENCE WAS RECEIVED; STAFF REPORT; NO COMMENTS RECEIVED; CLOSED HEARING AT 6:52; STAFF RECOMMENDATION; APPROVED THE PROPOSED SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND SPENDING PLAN AS PROPOSED**

Approved The Proposed Supplemental Law Enforcement Services Fund Spending Plan As Proposed  
 Ni/Gr Ayes All

**CITY ENGINEER REPORTS**

14. Program Supplement Agreement and Resolution for the Tehachapi Boulevard Rehabilitation Project Phase III – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ADOPTED RESOLUTION NO. AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 021-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. STPL-5184(024)**

Adopted Resolution No. Authorizing The Mayor To Sign And Execute Program Supplement Agreement No. 021-N To Administering Agency-State Master Agreement No. 09-5184r, Project No. Stpl-5184(024)  
 Ni/Sm Ayes All

15. Amendment to Engineering Services Agreements with Quad Knopf Inc. and Ruettggers & Schuler Civil Engineers – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; COMMENTS RECEIVED FROM CHARLES WHITE, CITY RESIDENT; APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE ADDENDUM TO ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND QUAD KNOPF, INC. AS WELL AS THE ADDENDUM TO ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND RUETTGERS & SCHULER CIVIL ENGINEERS**

Approved And Authorized The Mayor To Sign The Addendum To Engineering Services Agreement Between The City Of Tehachapi And Quad Knopf, Inc. As Well As The Addendum To Engineering Services Agreement Between The City Of Tehachapi And Ruettggers & Schuler Civil Engineers Subject To City Attorney Approval  
 Sm/Ni Ayes All

16. Snyder Well Intertie Project Labor Compliance Program legal representation agreement – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN THE LEGAL REPRESENTATION AGREEMENT WITH THE LAW OFFICES OF YOUNG WOOLDRIDGE, LLP**

Approved And Authorized The City Manager To Sign The Legal Representation Agreement With The Law Offices Of Young Wooldridge, Llp  
 Gr/Sm Ayes All

17. Public Transportation Modernization, Improvement, and Service Enhancement Account local funding apportionment for the Mulberry Bus Stop Project – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ADOPTED A RESOLUTION AUTHORIZING THE APPROVAL OF AN APPLICATION FOR \$2,798 IN PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT FUNDING APPORTIONED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

Adopted A Resolution Authorizing The Approval Of An Application For \$2,798 In Public Transportation Modernization, Improvement, And Service Enhancement Funding Apportioned By The California Department Of Transportation  
 Sm/Ni Ayes All

18. Transit System Safety, Security, and Disaster Response Account for the Mulberry Bus Stop Project – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ADOPTED RESOLUTION NO. IDENTIFYING AUTHORIZED AGENT(S) TO EXECUTE ACTIONS NECESSARY TO OBTAIN CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS FROM THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES**

Adopted Resolution No. Identifying Authorized Agent(S) To Execute Actions Necessary To Obtain California Transit Security Grant Program Funds From The California Governor’s Office Of Emergency Services

**ACTION TAKEN**

19. Challenger Drive Extension Project Notice of Completion – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; APPROVED THE NOTICE OF COMPLETION FOR THE CHALLENGER DRIVE EXTENSION PROJECT AND DIRECTED STAFF TO RECORD SAME**

Gr/Ni Ayes All  
 Approved The Notice Of Completion For The Challenger Drive Extension Project And Directed Staff To Record Same Sm/Gr Ayes All

20. Vacation of a portion of an easement and of irrevocable offer of dedication for 117 East F Street, APN 040-190-12 – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ADOPTED RESOLUTION NO. VACATING PUBLIC SERVICE EASEMENTS AND RIGHT-OF-WAY PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS CODE SECTIONS 8330 ET SEC**

Adopted Resolution No. Vacating Public Service Easements And Right-Of-Way Pursuant To California Streets And Highways Code Sections 8330 Et Sec Ni/Wa Ayes All

**CITY MANAGER REPORTS**

21. Urgency Ordinance – **CITY MANAGER, GREG GARRETT, GAVE REPORT; RECEIVED COMMENTS FROM BARBRA REYNOLDS, CITY RESIDENT; ADOPTED AN URGENCY ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE PERMITTING OF HOOKAH (SMOKING) LOUNGE LAND USES PENDING THE REVIEW AND POSSIBLE AMENDMENT OF ZONING REGULATIONS APPLICABLE TO SUCH USES, TO BECOME EFFECTIVE IMMEDIATELY**

Adopted An Urgency Ordinance Establishing A Temporary Moratorium On The Permitting Of Hookah (Smoking) Lounge Land Uses Pending The Review And Possible Amendment Of Zoning Regulations Applicable To Such Uses, To Become Effective Immediately Gr/Ni Ayes All

22. Golden Hills Wastewater – **VERBAL REPORT**

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

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

24. Council committee appointments – **MAYOR APPOINTED COUNCIL MEMBERS AND DEPARTMENT HEADS TO VARIOUS ORGANIZATIONS AND GROUPS**

Mayor Appointed Council Members And Department Heads To Various Organizations And Groups

25. Council Member Ed Grimes: To announce the recent appointment to President of ACCAP’s and discuss recent legislative meetings pertaining to public safety issues – **INFORMATION ONLY**

Councilmember Smith spoke in regards to the approval of TDA monies from KCOG.

**CLOSED SESSION**

1. Approval of closed session minutes for December 15, 2014.

Approved & Filed Ni/Sm Ayes All

2. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 15E, per Government Code Section 54956.8.

Directed Staff Not To Exercise The City’s First Right Of Refusal Gr/Sm Ayes All

Approved this 2<sup>nd</sup> day  
Of February, 2015.

\_\_\_\_\_  
SUSAN WIGGINS  
Mayor, City of Tehachapi

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



APPROVED  
DEPARTMENT HEAD: *AW*  
CITY MANAGER: *AW*

# COUNCIL REPORTS

MEETING DATE: February 2, 2015    AGENDA SECTION: CITY CLERK

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

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

**DATE:** JANUARY 28, 2015

**SUBJECT:** DESTRUCTION OF RECORDS

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## BACKGROUND

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

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

## RECOMMENDATION

**Adopt a resolution to authorize the destruction of certain city records subject to approval by the City Clerk and City Attorney.**

## Certificate of Records Destruction

This certificate documents the destruction of the records specified below under the authority of an approved Records Retention and Disposal Schedule.

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Content Description	Retention	Code
12	Tehachapi Vision Foundation correspondence Safety Policy and Procedure 1999	CU+2 GC34090d
	Vision plans, reports 1999-2001	CU+2 GC34090
	Vision photos, press releases 1999-2000	CU+2 GC34090
	St Board of Equalization monthly/yearly sale receipts reports 1987-1994	AU+4 GC34090 29USC436
	Surplus Property Disposal -2006-2008	AU+4 GC34090 CCP337
	Kern Co Assessor Report - Airport Tenants 1993- 2000	AU+4 GC34090 29USC436
	Successful Grants - CDBG Airport Used Oil Recycling 2001-2006, CDF Volunteer Fire Asst 2004-2006, Airport CIP 2002-2004, SAFER 2006	T+4 CL+5 GC340909 24CFR570502 24CFR8542
	Correspondence - Fire Safe Council 2004, Planning Svs 1989, Airport Dept of Transportation 1987- 1997, Gen Airport 1987	CU+2 GC34090d
	Airport Fuel Agreements - Chevron Terminated 1988, Townson Terminated 1985	T+5 CCP3372 343 B&P70425
	Street Dept Maintenance - Reclamite Seal 1996	CU+2 GC34090
13	League of CA Cities Disability Retirement Study 1990	CU+2 GC12946 34090 29CFR51662 29CFR160214
	Training Records - McLaughlin 2007	T+2 GC34090
	Water pump logs 2004-2005	CU+2 GC34090
	Field report - Hydrant Zones 2006	CU+2 GC34090
	Water quality reports 2001-2002	CU+12 40CFR14191
	Jon Curry water dept correspondence 2010-2012	CU+2 GC34090d
	Integrated Regional Water Mgt Plan/Misc correspond/working documentation 2008-2012	CU+2 GC34090d
	Exp Permit of Operate Portable Generator 2011	CU+2 GC34090

	Annual Biosolids Report 2011 (sludge)	CU+2	40CFR60.54	
	Proposed Projects - 2001-2008	CL+2	GC34090d	
	Unsuccessful Grant Apps - 2004	CL+2	GC34090	
	Successful TDA Grant Apps - 1991, 2000, 2001, 2002, 2003-2004	CL+5 CL+10	GC34090 CC337.15	
	Antelope Run project files - 2004	CL+10	CC337.15	
14	Project Files	CL+10	CC337.15	
	Southern Pacific Transportation Co. H Street 1997			
	Antelope Run/Valley Blvd. Culvert Crossing 2004			
	Union Pacific Rail Road Depot Building 2004			
15	Project Files	CL+10	CC337.15	
	Pinion Street Cross Gutter Rehabilitation 2004			
	Tucker Road Water and Sewer Extension 2002			
	Tucker Road Sewer Lift Station 2003			
	Slurry Seal of Various Streets 2004			
16	Special Use Permit Applications 2010-2012	CU+2	GC34090	
17	Grand Jury Reports 1995-2008	AU+4	GC34090 OMB-A128	
18	Grant applications/correspondence successful TEA 1999, TDA 2002	CL+5	GC34090	
	Feasibility Study Ad Hoc Golden Hills Annex Committee 2003 unsuccessful	CL+2	GC34090d	
	Appraisal 2008 Bike Lane Right of Way	CL+2	GC34090 GC6254h	
	Airport Correspondence 2009-2011	CU+2	GC34090	
	1996 Community Emergency Plan	S+2	GC34090	
	KC Emergency Svs Correspondence 1973-1997	CU+2	Gc34090	
	Terminated Employees (permanent records pulled) Shirley Bauman (gen corresp/grievance), Ronald W. Austin, James Ball, Paul Bond, Rubien Dee Brandon, Neil Browning 1987-2003	T+2, T+5, T+6	GC12946 29CFR1602 29USC211 203m 207g GC34090	
	RDA-preliminary drafts of 1999 Redevelopment Plan, draft of 2004 Subordinate Tax Allocation Notes (working documentation)	CU+2	GC34090d	
	2005 Tax Allocation Bonds (copies only)			
	RDA- staff reports, memos, faxes, newspaper clippings, correspondence 1999-2001	CU+2	GC34090d	
	Kern Count Small Cities Economic Development Summit Report 1999	CU+2	GC34090	
19	Correspondence - Kern COG 1988-1990	CU+2	GC34090d	

	Bureau of Census Reports 1980-1989	CU+2	GC34090	
	Bldg Dept monthly activity reports 1980-1987	CU+2	GC34090	
	Bids for 18 passenger transit bus 1989	AU+4	GC34090 CCP337	
	Copies of completed Bldg Permits 1980-1986			
20	<b>Individual City Files - Agreements terminated prior to 2010</b>	T+5	CCP337.2 343 B&P7042.5	
	Aerial Eye Agreement			
	Agreements, Contracts, Leases 1954-1969			
	Algra, Roxanne Redesigning City Web Page			
	American Carriage			
	Associated Real Estate			
	Bacerra & Associates			
	Bad Bad Guys, Inc			
	Bear Mountain Business Machines			
	Benz Street Clean-up			
	Best Best & Krieger LLP			
	Big Mojo Records			
	BP TEC Fire Dept Training			
	Burnes Consulting			
	Buxton Company			
	California Conservation Corps			
	California Consulting LLC			
	CSUB Politics Research Center			
	Centration, Inc			
	Chased by Cowboy, Inc			
	Clear Channel			
	Coffee Break Service Inc			
	Cottage Carpets			
	DataNet Solutions			
	Digital Storage Solutions Inc			
	Diversified Management Services			
	DMJM Aviation Inc			
	Dust 'N Diamonds Equestrian Drill Team			
	Econ-o-Dial			
	Eden Systems Ince			
	Edwards Air Force Base			
	Emergency Services Consulting Inc			
	Esensten, Tom Organizational Effectiveness			
	Ford Motor Credit Company GreenLease			
	Global CTI Group			
	Grant Niesen Inc DB Music & Sound			
	Greasy Kid Stuff			
	Grtr Tehach Chamber of Commerce Mtn Fest			
	Greater Tehachapi Vision Community Fdn			
	Griffith & Associates			
	Habitat for Humanity			

	Harrison Marketing & Advertising			
	HTLF Capital Corp			
	Hogue, Robert G			
	Howger Services Alcohol & Drug			
	Inland Marine Services Inc			
	Janitorial Airport Lounge M Lacoste			
	JJR Marketing Enterprises Cutting Edge Mktg			
	John Lunsford			
	Kern Community College Dis Teh Small Bus Ctr			
	Kern Computers			
	Kidde Amusements			
	Klusmire, Leslie Anne			
	Krazan & Associates Inc			
	Latin Magic Band			
	Lexipol LLC			
	LexisNexis Book Publishing			
	Liebert Cassidy Whitmore 7/1/2007			
	Livingstone, Dave Architectural Historian			
	Longrifle, Alexander			
21	<b>Individual City Files - Agreements terminated prior to 2010</b>	T+5	CCP337.2 343 B&P7042.5	
	McAndrews Design			
	Martin Outdoor Advertising 1982-1991			
	Metro Audio/Technology Warranty Solutions			
	Mitchen, Robert			
	Mojave Hospitality			
	Matt Munoz dba Mento Buru			
	Mt Lassen Trout			
	NBS Government Finance Group			
	Nelson, William L			
	Nextel - Telephones			
	N-R-G Music Productions			
	Pacific Bell Mobile Services			
	Pacific West Sound Inc			
	PAS & Associates			
	Public-Finance.com			
	Re/Max			
	Records Centers - Reynolds			
	Rexhall Industries Inc			
	Schultz, Carl			
	Sierra Verde Gardening Service			
	Silvers Gardening			
	Skolnick Adam			
	Smart Growth of Kern County			
	Sonsational Activities and Events Inc			
	Sprayberry, Barnes, Marietta & Luttrell			
	Summit Travelodge			

	Technology Warranty Solutions LLC			
	Tehachapi Chamber/Harding & Gaines			
	Tehachapi Cultural Arts Council			
	THS Jazz Bank/Craig Waldram			
	<b>Tehachapi Mini-Storage</b>			
	Tehachapi Paramedic Ambulance/Anval			
	Tehachapi TV Cable File #1 mo stmts			
	Tehachapi TV Cable File #2 mo stmts			
	TUSD Vehicle Maintenance			
	Thibodeau, Albert			
	Tommy Hays			

I hereby certify that I witnessed the destruction of the above noted records.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

I hereby certify that the above noted records were properly destroyed on site and that the shredded material will then be recycled.

**Benz Sanitation:** \_\_\_\_\_

**Date:** \_\_\_\_\_



APPROVED

DEPARTMENT HEAD: *AW*

CITY MANAGER: *JL*

# COUNCIL REPORTS

**MEETING DATE:** February 2, 2015    **AGENDA SECTION:** CITY CLERK

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

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

**DATE:** JANUARY 28, 2015

**SUBJECT:** OPTIONS REGARDING THE OPEN CITY CLERK POSITION DUE TO RESIGNATION

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## BACKGROUND

Due to the resignation of City Clerk Denise Jones, effective March 31, 2015, the Tehachapi City Council will need to consider their options for filling the vacancy to complete the term that expires November, 2016. Interested persons must be registered to vote and reside within the City limits.

Per government code section 36512 (b), the Council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to be held on the next regularly established election date not less than 114 days from the call of the special election.

## OPTIONS

Option one, to appoint, would allow the Council to advertise and fill the vacancy within the next 30 to 60 days depending upon how long we allow for advertisement.

Option two, a special election, would force the Council to wait until the next regularly scheduled election in November, 2015.

## FISCAL IMPACT

An appointment will incur advertising fees at approximately \$166.00 per week in the Tehachapi News.

A special election, according to a conversation with the Kern County Elections Office, will incur a cost upwards of \$20,000.

## RECOMMENDATION

The recommendation is to appoint a City Clerk to fulfill the term that expires November, 2016 and direct staff to advertise.

January 28, 2015

Mayor Wiggins  
City of Tehachapi  
115 South Robinson Street  
Tehachapi, CA 93561

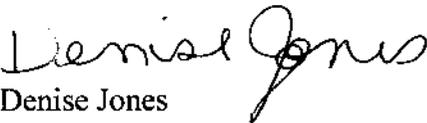
Dear Honorable Wiggins,

I would like to inform you that I am resigning from my position as City Clerk for the City of Tehachapi, effective March 31, 2015. I am thankful for the opportunity to serve my community over the last few years and have enjoyed working as the City Clerk.

Family circumstances at this time require my full attention, which leaves me inadequate time to fulfill my duties as City Clerk.

If I can be of any help during this transition, please let me know.

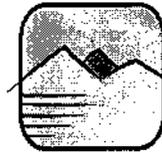
Sincerely,

  
Denise Jones

# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: hthomas  
 Printed: 1/28/2015 - 10:41 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	222596	GG/Contract base charge 07/16/14-07/15/15	3,950.94
		Check Total:	3,950.94
		Vendor Total:	3,950.94
0030	The Bakersfield Californian		
Check No:	0	Check Date:	
	2606334	GG/KBJ 1/2 H 6x6.125 1/2 of Ad	292.50
		Check Total:	292.50
		Vendor Total:	292.50
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B191619-1	Wtr/samples/Minton Well/Highline Resv	50.00
	B191619-2	Wtr/samples/East I/West D/Canyon Dr West	36.00
	B191855	Wtr/samples/Curry Resv	15.00
	B191858	Wtr/samples/Dennison & Mojave Wells	30.00
	B192024	Wtr/samples/Curry Resv	15.00
	B192024-2	Wtr/samples/Mojave/Dennison/Snyder/Wahl/Pin	105.00
	B192065-1	Wtr/samples/Curry Well & Curry Resv 1 & 2	75.00
	B192065-2	Wtr/sampleMulberry/Fig/Hickory	36.00
	B192223	Swr/samples/Influent/Effluent	325.00
	B192525	Wtr/samples/Curry Resv	15.00
	B192526	Wtr/samples/Dennison & Mojave Wells	30.00
	B192585	Wtr/samples/Curry Resv	15.00
	B192586	Wtr/samples/Dennison & Mojave Wells	30.00
	B192647	Swr/samples/Influent/Effluent	325.00
	B192856	Swr/samples/influent/Effluent	325.00
	B193073	Swr/samples/Influent/Effluent	325.00
	B193782	Wtr/samples/Dennison & Mojave Wells	30.00
	B193783	Wtr/samples/Curry Resv	15.00
	B193829	Swr/samples/Influent/Effluent	325.00
		Check Total:	2,122.00
		Vendor Total:	2,122.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0072243-1	Swr/reclamation area soil sampling 12/1-12/31/1	8,304.00
	0072243-2	Swr/reclamation area office/report prep labor 12/	1,099.50
		Check Total:	9,403.50
		Vendor Total:	9,403.50

Vendor	Invoice No	Line Description	Check Amount
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1398467	GG/General Prof Svcs through 12/31/14	774.00
	1398468	PD/Graff & Disney lit-legal svcs to 12/31/14	500.00
	1398469	GG/Negotiations 2014 legal svcs to 12/31/14	94.00
		Check Total:	1,368.00
		Vendor Total:	1,368.00
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	27	GG/Broome Family Trust v City of Tehachapi-1:	3,078.00
	43	GG/Walmart CEQA Litigaton-12/14	12,203.00
		Check Total:	15,281.00
		Vendor Total:	15,281.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140185767	Swr/dust mop/#2-3x4mats/#3-3x10mats	44.46
	140187058	Swr/dust mop/#2-3x4mats/#3-3x10mats	44.46
	140188374	Swr/dust mop/#2-3x4mats/#3-3x10mats	44.46
		Check Total:	133.38
		Vendor Total:	133.38
0310	Willdan Financial Services		
Check No:	0	Check Date:	
	010-26453-1	LLD/#3 Admin Fees for Jan-March 2015	233.52
	010-26453-2	LLD/#3 Admin Fees for Jan-March 2015	74.28
	010-26453-3	LLD/#3 Admin Fees for Jan-March 2015	178.56
	010-26453-4	LLD/#3 Admin Fees for Jan-March 2015	557.20
	010-26453-5	LLD/#3 Admin Fees for Jan-March 2015	422.61
	010-26453-6	LLD/#3 Admin Fees for Jan-March 2015	16.02
	010-26453-7	LLD/#3 Admin Fees for Jan-March 2015	55.12
	010-26453-8	LLD/#3 Admin Fees for Jan-March 2015	33.14
		Check Total:	1,570.45
		Vendor Total:	1,570.45
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0279431	PW/unleaded & diesel fuel	508.21
	0279601	PW/unleaded gas	320.22
	0279789	PW/unleaded gas	369.27
		Check Total:	1,197.70
		Vendor Total:	1,197.70
0372	Southern California Edison		
Check No:	0	Check Date:	
	01212015-1	PW/800 Enterprise	101.72
	01212015-10	Air/314 N Hayes St #B	384.01
	01212015-11	Air/NE Cor Teh Airport	38.64
	01212015-12	Air/314 N Hayes St #G3	42.15
	01212015-13	Air/Dennison/S O Hwy 58	198.54
	01212015-14	Air/314 N Hayes St	162.66

Vendor	Invoice No	Line Description	Check Amount
	01212015-15	GG/115 S Robinson St	725.28
	01212015-16	GG/129 E F St	319.85
	01212015-17	GG/303 E D St	87.84
	01212015-18	PW/100 Commercial Way	202.15
	01212015-19	PW/101 Commercial Way	170.93
	01212015-2	PW/800 Enterprise Shop	304.94
	01212015-3	Swr/800 Enterprise	495.21
	01212015-4	Air/314 N Hayes St	156.02
	01212015-5	Air/9999 1/2 Hayes	121.63
	01212015-6	Air/316 S Mojave St	58.33
	01212015-7	Air/314 N Hayes St PAPI	84.66
	01212015-8	Air/409 Bryan Ct	188.66
	01212015-9	Air/West End Teh Airport	77.21
	01232015-1	GG/311 E D St	80.83
	01232015-2	Land/114 S Green	164.75
	01232015-3	CC/104 S Robinson St	293.49
	01232015-4	Strts/113 S Mojave St	206.63
	01232015-5	LLD/318 E E St	94.76
	01242015-1	GG/200 W Tehachapi Blvd	29.88
	01242015-2	PD/220 W C	1,487.46
	01242015-3	Strts/213 S Curry St A	18.74
	01242015-4	LLD/329 1/2 D St	127.35
		Check Total:	6,424.32
		Vendor Total:	6,424.32
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	01272015-1	Air/Legal services 12/24/14-01/26/15	26.00
	01272015-2	Wtr/Legal services 12/24/14-01/26/15	71.50
	01272015-3	PERS M1 Contribution 12/24/14-01/26/15	-230.26
	01272015-4	GG/Legal Services 12/24/14-01/26/15	4,641.00
		Check Total:	4,508.24
		Vendor Total:	4,508.24
0399	Sparkletts		
Check No:	0	Check Date:	
	010115	Swr/5G drinking water/cooler rental 12/14	81.45
		Check Total:	81.45
		Vendor Total:	81.45
0428	Tehachapi Flower Shop		
Check No:	0	Check Date:	
	9833	GG/speedy recovery floral arrangement/Jerry S	69.82
	9834	Coun/Dish garden/MaryLou	60.15
		Check Total:	129.97
		Vendor Total:	129.97
0429	Tehachapi Valley Healthcare		
Check No:	0	Check Date:	
	15393	PD/pre-employment lab/A Price	167.41
		Check Total:	167.41

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	167.41
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70621052	Wtr/5SK PM AE/fee	244.62
		Check Total:	244.62
		Vendor Total:	244.62
0445	Tehachapi Senior Center Inc.		
Check No:	0	Check Date:	
	02012015	Sr Nutrition program-space rent Feb 2015	400.00
		Check Total:	400.00
		Vendor Total:	400.00
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	133358-0	HSIP/scan blueprint copies	5.38
	135711-0	ENG/oversized copies/resize org/open file fee	26.64
	135733-0-1	PD/multi-fld towels	55.05
	135733-0-2	PD/Xerox paper/carbon paper	102.13
	135766-0-1	PD/disc/sleeve/envelopes/clamps/memo book	147.02
	135766-0-2	PD/bath tissue	102.49
	135766-1	PD/Liner 38x60 1.5 MIL BN/BK	54.73
	135786-0	GG/everyday file LTR	24.11
	135786-1	GG/Folders class 6sec LTR CBT	34.39
	135789-0	GG/monitor riser/J Wyatt	26.49
	135847-0	GG/Inkcart Combo pack/J Parks	50.11
	135888-0	GG/#2-reams Xerox paper/Disc CDR	40.13
	135895-0	Fin/#2-special order A/P self inking stamps	162.20
	135942-0	GG/#2-Ct multipurpose LTR paper	68.78
	135960-0	GG/gel wrist rest/1pk lanyards	53.80
	679910-0	PD/wall calendar/fingerprint ink pad	20.46
		Check Total:	973.91
		Vendor Total:	973.91
0525	All American Tire & Service Center L		
Check No:	0	Check Date:	
	01122015	Swr/tire repair	20.00
		Check Total:	20.00
		Vendor Total:	20.00
0540	Glinn & Giordano P.T. Inc.		
Check No:	0	Check Date:	
	12172014	PD/pre-employment physical/A Price	75.00
		Check Total:	75.00
		Vendor Total:	75.00
0585	Terry J. Warsaw M.D.		
Check No:	0	Check Date:	
	37254CD1	PD/pre-employment physical/A Price	195.00
		Check Total:	195.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	195.00
0670	Antelope Valley Board of Trade		
Check No:	0	Check Date:	
	4430	GG/#2-Business Outlook Conf (Member)	270.00
		Check Total:	270.00
		Vendor Total:	270.00
0972	The Tire Store		
Check No:	0	Check Date:	
	83476	Wtr/flat repair/2011 Dodge Ram	20.00
		Check Total:	20.00
		Vendor Total:	20.00
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	78593	Cycle 6 HSIP Tehachapi Blvd/prof svcs 11/16-17	10,751.76
		Check Total:	10,751.76
		Vendor Total:	10,751.76
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4589	Coun/500 business cards/Wiggins-Nixon-Smith-	234.78
	4592	PD/500 Business cards/A Price	58.70
	4596	GG/1000 window envelopes/2-color	130.08
		Check Total:	423.56
		Vendor Total:	423.56
1075	Prime Signs		
Check No:	0	Check Date:	
	N-4204	CD/5'x7' directional sign/Tehachapi logo w/wool	1,720.00
		Check Total:	1,720.00
		Vendor Total:	1,720.00
1149	GAVEA		
Check No:	0	Check Date:	
	01082015	CD/Annual Membership/GAVEA Roundtable Sp	5,000.00
		Check Total:	5,000.00
		Vendor Total:	5,000.00
1403	John M. Ables		
Check No:	0	Check Date:	
	01262015	Air/fuel facility upgrade/maintenance hose & rec	3,413.00
		Check Total:	3,413.00
		Vendor Total:	3,413.00
1495	Ace Industrial Supply		
Check No:	0	Check Date:	
	1391133	PW/drill bit set/18v cordless 1/2" skil lithium dri	363.64

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	363.64
		Vendor Total:	363.64
1658	Springbrook Software Inc.		
Check No:	0	Check Date:	
	INV29977	Fin/Monthly web payments Dec 2014	270.30
		Check Total:	270.30
		Vendor Total:	270.30
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	037675/1	GG/Green plant/Dr Kerr	49.40
		Check Total:	49.40
		Vendor Total:	49.40
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	436026	GG/Bimonthly service/104 S Robinson St	79.00
		Check Total:	79.00
		Vendor Total:	79.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	D342521	Land/return/#2-4x7 1/2 clamps	-146.65
	D357234	Wtr/#28-8x14 PVC Swr pipe(G)	111.07
	D420352	Wtr/#1-BL05 USG 3G meter/#2-2MJ13 USG 3C	1,653.55
	D420494	Wtr/6x2IP D/S SDL Epoxy /E-G bales/2x3/4 bra	96.13
	D420790	Swr/#6-1/2 PVC S80 90/#6-1/2 PVC S 80 Tee	44.75
	D425901	Wtr/#6-1/2xCL PVC S80 TRD nipple	14.86
	D445203	Swr/#4-1/2" NPT housing/#4-1/2" Barb seat LM	356.16
	D450458	Wtr/3/4x50' compressor hose	161.25
	D461096	Wtr/#2-3/4 ADPT FIPXPJCTS no lead	34.49
	D468734	Wtr/#6-1x2CL PVC S80 TRD nipple	19.01
	D471587	Wtr/4x3/4IP D/S SAD epoxy W/E-G bales	41.55
		Check Total:	2,386.17
		Vendor Total:	2,386.17
1846	Haaker Equipment Company		
Check No:	0	Check Date:	
	C09937	Strts/Hopper door seal/#2-water filter cartridges	718.07
		Check Total:	718.07
		Vendor Total:	718.07
1860	Kern County Waste Management Dept		
Check No:	0	Check Date:	
	1236389-IN	Robinson & F St Cleanout/wood scrap 12/17/14	46.22
		Check Total:	46.22
		Vendor Total:	46.22
1865	Kern EDC		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	6217	CD/2015 Economic Summit Silver Sponsorship	3,500.00
		Check Total:	3,500.00
		Vendor Total:	3,500.00
1982	SSD Systems		
Check No:	0	Check Date:	
	1072987-A-1	Air/314 Hayes/burglar alarm service	36.75
	1072987-A-10	GG/115 S Robinson/burglar alarm service	34.65
	1072987-A-11	Air/314 Hayes St/radio backup service	23.10
	1072987-A-2	Air/100 Commercial Way/burglar alarm service	17.33
	1072987-A-3	Constr/100 Commercial Way/burglar alarm servi	17.32
	1072987-A-4	PW800 Enterprise Way/burglar alarm service	46.50
	1072987-A-5	Swtr/750 Enterprise Way/treatment/burglar alarm	30.98
	1072987-A-6	Wtr/750 Enterprise Way/treatment/burglar alarm	30.97
	1072987-A-7	Swtr/750 Enterprise Way/storage/burglar alarm se	25.73
	1072987-A-8	Wtr/750 Enterprise Way/storage/burglar alarm se	25.72
	1072987-A-9	Depot/101 Tehachapi Blvd/fire alarm service	79.00
		Check Total:	368.05
		Vendor Total:	368.05
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	833699	Wtr/Blue DEF 2.5 GAL	13.34
	833753-1	PW/#8-oil filters/#9-air filters/#2-fuel filters	123.23
	833753-2	Wtr/#8-oil filters/#9-air filters/#2-fuel filters	123.22
	833753-3	Swtr/#8-oil filters/#9-air filters/#2-fuel filters	123.22
	834127	Swtr/5-Oil filters/4-Air filter/6-fuel filters/coolan	655.57
	834169	Strts/#2-R O Hydraulic oil 5G	95.52
		Check Total:	1,134.10
		Vendor Total:	1,134.10
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH6642	Swtr/#25-6ft tubes/#300-12" blk mounting tie #11	342.75
	CATEH6672	Wtr/HCS/#4-A194 2 H 1 1/4-7/scrteh brush 3ct	23.84
		Check Total:	366.59
		Vendor Total:	366.59
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	0351-461359	Constr/15 in 1 screwdriver	52.08
		Check Total:	52.08
		Vendor Total:	52.08
2874	Department of Justice Accounting Offi		
Check No:	0	Check Date:	
	076190	Fingerprint Apps Dec 2014	32.00
	077627	Fingerprint-FBI/Child abuse Index ck Dec 2014	64.00
		Check Total:	96.00

Vendor	Invoice No	Line Description	Check Amount
			Vendor Total:
			96.00
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	184742	AD 89-3 Fees Prof svcs through 12/31/14	578.56
	184844	AD 89-2 Fees Prof svcs through 12/31/14	63.00
			Check Total:
			641.56
			Vendor Total:
			641.56
2989	My Fleet Center.com		
Check No:	0	Check Date:	
	672175	PD/22" hydrogard wiper/2003 Ford Crown Victc	23.20
			Check Total:
			23.20
			Vendor Total:
			23.20
3000	Sail Thru Car Wash-Attn: Bill Kotz		
Check No:	0	Check Date:	
	M231301	GG/car wash	6.00
	M231408	PW/car wash	6.00
	M234226	Wtr/car wash	6.00
	M234900	PW/car wash	6.00
	M236524	Wtr/car wash	6.00
	M236817	PW/car wash	6.00
	M237509	PW/car wash	6.00
	M237784	GG/car wash	6.00
	M240800	Wtr/car wash	6.00
	M242244	Wtr/car wash	6.00
	M242649	PW/car wash	6.00
	M250088	Wtr/car wash	6.00
	M252505	GG/car wash	6.00
			Check Total:
			78.00
			Vendor Total:
			78.00
3051	Tehachapi Transmissions Inc.		
Check No:	0	Check Date:	
	5379	PD/Oil chg/gas cap/TE-20/2011 Crn Victoria LX	81.28
	5509	PD/Oil chg/TE-19/2009 Ford Expedition	45.80
	6390	PD/spot light/fuse/TE-08/2003 Crown Victoria	157.15
	6408	PD/Oil chg/serpentine belt/TE-08/2003 Crn Vict	145.17
	6532	PD/Program ABS module/TE-12/2008 Ford Exp	89.00
			Check Total:
			518.40
			Vendor Total:
			518.40
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37495914	Wtr/Snyder Well Intertie Project	8,096.46
	37495923	Challenger Dr Construction Phase Support	933.50
	37495928	Eng/2014-2015 General Services	2,356.83
	37495933	Effluent Disposal Operations Report	3,016.11
	37495939	Air/SPCC update	929.00
			Check Total:
			15,331.90

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	15,331.90
3104	Hilltop Publishers Home of The Loop		
Check No:	0	Check Date:	
	15620	GG/Page 16 insert The Loop #2801 01/17/15	2,300.00
		Check Total:	2,300.00
		Vendor Total:	2,300.00
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0203	PD/#4 new tires/TE23/2011 Ford	620.00
		Check Total:	620.00
		Vendor Total:	620.00
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12000102	Strts/#4-36" R1-1 Stop signs	451.50
		Check Total:	451.50
		Vendor Total:	451.50
3322	Master Meter Systems		
Check No:	0	Check Date:	
	0067359-IN	Wtr/Maintenance & Support January 2015-2016	1,500.00
		Check Total:	1,500.00
		Vendor Total:	1,500.00
3370	Information Technology Services		
Check No:	0	Check Date:	
	5049	PD/CJIS Access-License fee Oct-Dec 2014	210.00
		Check Total:	210.00
		Vendor Total:	210.00
3408	Kern Asphalt Paving and Sealing Co. I		
Check No:	0	Check Date:	
	2503068-113	Wtr/Tucker Road patch	7,379.00
		Check Total:	7,379.00
		Vendor Total:	7,379.00
3429	Independent Fire and Safety Inc.		
Check No:	0	Check Date:	
	20295	PW/Pyro Chem sys semi-annual maint svc/Senic	353.18
		Check Total:	353.18
		Vendor Total:	353.18
3448	Utility Services Associates LLC		
Check No:	0	Check Date:	
	124573	Wtr/line survey & pinpointing project/mobilizati	2,930.00
		Check Total:	2,930.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	2,930.00
3622	Van Lant & Fankhanel LLP		
Check No:	0	Check Date:	
	01272015	Fin/Final billing audit year 2013-14	27,000.00
		Check Total:	27,000.00
		Vendor Total:	27,000.00
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2462476	PD/acct#300421006/220 West C Street	35.00
		Check Total:	35.00
		Vendor Total:	35.00
3712	Cooley Construction		
Check No:	0	Check Date:	
	R08021-8	Challenger Dr Ext- Prog Pay Est #8	8,317.75
		Check Total:	8,317.75
		Vendor Total:	8,317.75
3716	Ruettgers & Schuler Civil Engineers		
Check No:	0	Check Date:	
	12292014	Tehachapi Blvd Street Improvements Ph III to II	7,003.03
		Check Total:	7,003.03
		Vendor Total:	7,003.03
3808	Sprint		
Check No:	0	Check Date:	
	LCI-224575	PD/L-Site GPS: 6618695761 11/24/14-12/24-14	30.00
		Check Total:	30.00
		Vendor Total:	30.00
3810	Stahl Companies, Inc. The		
Check No:	0	Check Date:	
	35622	Eng/Prof services 11/3/14-12/26/14	500.00
		Check Total:	500.00
		Vendor Total:	500.00
3829	QT POD		
Check No:	0	Check Date:	
	53348	Air/fuel dispenser display hood-M3000	368.89
		Check Total:	368.89
		Vendor Total:	368.89
3830	Peninsula Truck Lines		
Check No:	0	Check Date:	
	520002049	GG/Delivery of 2014 Year End reports	109.18
		Check Total:	109.18

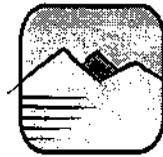
Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	109.18
3831	Tehachapi Warriors Mountain Bike Te		
Check No:	0	Check Date:	
	001	GG/Gran Fondo Marketing logo & branding/boo	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
3832	Journal Graphics		
Check No:	0	Check Date:	
	703946	GG/Annual rpt alterations pg 3 & 5/UPS 500 cop	91.64
		Check Total:	91.64
		Vendor Total:	91.64
		Report Total:	156,359.56



# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 1/28/2015 - 11:00 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	41906	Check Date: 01/14/2015	
Vendor:	1851	AT&T	
01012015		GG/White Page acct- Jan 2015	13.63
			13.63
Check No:	41907	Check Date: 01/14/2015	
Vendor:	3274	Bright House Networks	
01052015		GG/Internet Service 01/11-02/10/15	173.85
			173.85
Check No:	41908	Check Date: 01/14/2015	
Vendor:	0101	Central San Joaquin Valley RMA	
RMA-2015-0761		Pooled Liab - Gen Gov	28,161.48
RMA-2015-0761		Pooled Liab - Water	12,962.42
RMA-2015-0761		Pooled Liab - Sewer	9,709.10
RMA-2015-0761		DIC Premium-Earthquake Ins	12,454.58
RMA-2015-0761		DIC Premium-Earthquake Ins	5,443.00
RMA-2015-0761		DIC Premium-Earthquake Ins	10,853.69
RMA-2015-0761		DIC Premium-Earthquake Ins	622.73
RMA-2015-0761		Workers Comp-Gen Gov	4,050.91
RMA-2015-0761		Workers Comp-Finance	516.29
RMA-2015-0761		Workers Comp - PW	5,748.72
RMA-2015-0761		Workers Comp - Landscape	2,214.10
RMA-2015-0761		Workers Comp - Construction	3,892.05
RMA-2015-0761		Workers Comp - Comm Dev.	2,621.18
RMA-2015-0761		Workers Comp - IT	158.86
RMA-2015-0761		Workers Comp - Police	39,476.51
RMA-2015-0761		Workers Comp - Council	287.93
RMA-2015-0761		Workers Comp - City Clerk	307.79
RMA-2015-0761		Workers Comp - Treasurer	59.57
RMA-2015-0761		Workers Comp - Streets	3,455.19
RMA-2015-0761		Workers Comp - Refuse	486.51
RMA-2015-0761		Workers Comp - Water Distr.	16,005.06
RMA-2015-0761		Workers Comp - WWTP	10,097.49
RMA-2015-0761		Workers Comp - Transit	129.07
RMA-2015-0761		Workers Comp - Airport	4,805.49
RMA-2015-0761		Workers Comp - Engr	4,974.28
			179,494.00
Check No:	41909	Check Date: 01/14/2015	
Vendor:	1739	Chevron & Texaco Business Card Services	
43270510-1		GG/mgt/fleet veh fuel 12/06-01/05/2015	279.11
43270510-2		PD/fleet veh fuel 12/06-01/05/2015	3,570.08
43270510-3		Fin/fleet veh fuel 12/06-01/05/2015	35.75
			3,884.94
Check No:	41910	Check Date: 01/14/2015	

Vendor:	2973 Department of Motor Vehicles	
01062015	PD/#4-2015 Vehicle Code books @ \$16 each	68.30
		<hr/>
		68.30
Check No:	41911 Check Date: 01/14/2015	
Vendor:	1531 Division of Aeronautics	
12022014-1	Air/Loan# KER-4-98-L-1/Principal	10,892.00
12022014-2	Air/Loan# KER-4-98-L-1/Interest	2,061.23
		<hr/>
		12,953.23
Check No:	41912 Check Date: 01/14/2015	
Vendor:	3571 Division of the State Architect	
01122015	SB 1186 - fourth quarter	32.25
		<hr/>
		32.25
Check No:	41913 Check Date: 01/14/2015	
Vendor:	0395 The Gas Company	
01082015	GG/non-residential heat/115 S Robinson 12/03/1	188.27
		<hr/>
		188.27
Check No:	41914 Check Date: 01/14/2015	
Vendor:	3827 Tehachapi Chamber of Commerce	
01132015	GG/Installation & Recognition Gala/Table-8 @ \$	400.00
		<hr/>
		400.00
Check No:	41915 Check Date: 01/14/2015	
Vendor:	0433 Tehachapi Recycling	
1132015	Recycling Contract Period 5	14,459.86
		<hr/>
		14,459.86
Check No:	41916 Check Date: 01/14/2015	
Vendor:	0434 Tehachapi Sanitation	
1112015	Kern County Gate Fees Period 5	14,356.31
1122015	Refuse Contract Period 5	67,996.60
		<hr/>
		82,352.91
Check No:	41917 Check Date: 01/14/2015	
Vendor:	3730 Tractor Supply Credit Plan	
010343	Swr/#2-1gallon Isopropyl alcohol	38.68
011635	Swr/18" garden Owl w/rotating head	21.49
023268	Wtr/Bulldog caster assy	24.71
		<hr/>
		84.88
Check No:	41918 Check Date: 01/14/2015	
Vendor:	2940 US Bank Corporate Payment System	
009244	GG/Tehachapi Lifestyle Magazine Airport Ad	2,550.00
011181	PD/#20 boxes candy canes/Christmas Parade	50.00
012680	CC/Breakfast/New Law Conf/A Whitmore	9.57
016615	PD/postage-#14 books forever stamps	52.92
020352	GG/Tehachapi Lifestyle Mag/final installment 2	1,000.00
020374	Air/postage/FAA Western Pac Region/Correspon	15.71
023040	GG/Lunch meeting w/Live Nation Reps	66.00
024970	Air/postage/Tartaglia Eng/FAA Correspondence	9.59
027139	Wtr/fuel/travel back Sacramento-CRWA	43.01
032973	PD/#5-Royal bags/Christmas Parade	5.38
036021	Wtr/Fresno Dinner/travel to Sacramento-CRWA	8.72
041991	GG/coffee & supplies/outlet/Christmas party	58.16

046635	CC/Fuel/New Law Conf/A Whitmore	26.14
047902	Wtr/fuel/travel back Sacramento-CRWA	42.36
062575	GG/Birthday cake	33.99
066125	CC/Fuel/League of CA Cities/A Whitmore	29.67
072565	Wtr/fuel/travel to Sacramento-CRWA	28.31
073209	PD/copies/binding for Holding Facility manual	22.48
080041	GG/Coffee cups	5.35
089046	CC/Dinner/New Law Conf/A Whitmore	24.66
090676	PD/20' HDMI for EOC	64.49
1001459	GG/Facebook Ads 10/30-11/13/14	74.11
10116489	CC/Dinner/League of CA Cities/A Whitmore 12/	10.75
1024615	Air/mach screws/washers/hi gl blk spray paint &	18.47
104214	GG/#15,000-color/Tehachapi Year End Reports	2,383.00
11192014	Air/MS GSA Office Pro Plus 2013	348.04
11252014	GG/Golden Empire SCORE Ch 563 Event	40.00
11262014	GG/meal/Comm Dev & Planning meeting	52.99
1168085	GG/Adobe business catalyst subscr 12/18-1/18-1	38.88
12012014	GG/Adobe Creative Cloud membership	49.99
12022014	Wtr/all weather floor mats	114.95
12032014	CC/Breakfast/New Law Conf/A Whitmore	9.68
120414	CC/Parking/New Law Conf/A Whitmore	3.00
12042014	GG/lodging/CALED training conf/M Vance 04/2	214.82
12072014	GG/Constant Contact membership	50.00
12092014	GG/1.01 TB new space upgrade/Dropbox acct	99.00
12102014	PD/Pizza/VIP Christmas Dinner	65.36
12182014	PD/Pizza/Explorers Christmas Party	103.22
1571925	Air/angle/screws/washers/clamps/grommets/fast	53.00
1592927	Air/duct tape	14.65
20141218	CD/2015 APA National Planning Conf/D James	730.00
2022	GG/Slick Fish Mkt/2 Pg TLM/Talk It Up/Loop A	293.00
2024464	Air/lockwashers/1/4 cut washers/hex nuts/hex bc	47.47
2024561	Air/30K BTU LP dbl tank top heater/fuel & tank	139.95
24864245	CD/lodging/CALED training conf/D James 4/20	107.41
298450778	Air/WeatherTech Floor liner/2015 Dodge Ram 1	227.90
3022381	Eng/Int'l Code Council Membership/C Arbaut	125.00
3024451	Air/machine screws/washers	16.11
326453914	Air/Costco canvas 40x60 print	307.53
380466183	CD/CALED's 35th Annual Training Conf/D Jame	504.95
382157911	GG/CALED's 35th Annual Training Conf/M Van	529.95
4013776	Air/wood screws/5pk jigsaw blades	19.35
47073078-1	CC/Lodging/Dinner/New Law Conf/A Whitmore	525.24
5024343	Air/screws/AAA batteries/washers/2x4 MDF	66.01
6088269	GG/Boise Beware security papers	42.85
66159427	PD/lodging/Radar Op Course/M Goe12/08-12/11	285.12
66159818	PD/lodging/Radar Op Course/St John 12/08-12/1	285.12
68965526	Wtr/lodging Sacramento-CRWA 12/09-12/12/14	365.94
700532	CC/Lunch/League of CA Cities/A Whitmore 12/	10.78
81332984	CD/CoreLogic/Kern CA Prop profile Nov 2014	241.67
9405878159	JT/McAfee AntiVirus Plus/1PC-1Yr	24.99
BU73433	PD/#2-7.50V 1600mAh NiMH Radio batteries	84.68
C-QW35690	PD/Credit/MS GSA Office Pro Plus 2013	-348.04
TSQ3CK0	GG/Old Navy Puffa black Vest-Anna	26.88
X2-1455551783	GG/Sirius XM service 11/25-12/04/14	2.88
X2-1494752642	GG/Sirius XM service 12/04-1/04/15	20.86

12,574.02

Date Totals:

306,680.14

# Accounts Payable

## Checks by Date - Detail By Check Date

User: hthomas  
 Printed: 1/27/2015 - 2:06 PM



			Check Amount
Check No:	41981	Check Date: 01/22/2015	
Vendor:	2243	The Bank of New York Mellon	
252-1837993		GG/RDA 2005 Tax alloc-extraord svc fee/12/201	400.00
			400.00
Check No:	41982	Check Date: 01/22/2015	
Vendor:	0395	The Gas Company	
01132015-1		Air/non-residential heat/100 Commercial Way	166.70
01132015-2		GG/non-residential heat/200 W Tehachapi Blvd	40.26
01132015-3		GG/non-residential heat/129 E F St	132.03
01132015-4		Air/non-residential heat/409 Bryan Ct	137.13
01132015-5		PD/non-residential heat/220 W C St	730.72
			1,206.84
Check No:	41983	Check Date: 01/22/2015	
Vendor:	2695	Home Depot Credit Services	
0013923		Air/20A plus switch/replacement test leads	26.25
0013934		Swr/1/3 HP automatic submersible pump	137.60
0013952		PW/#2-keys	4.02
0024666		City Hall Annex/#2-hardcase pro swivel head lig	52.36
0024667		PW/wall phone white plate	3.12
0083220		PW/return/#2-keys	-3.92
0571966		Swr/68 piece drill drive set/#10-baking sodas	25.48
0593361		PW/#2-keys	3.92
2014284		City Hall Annex/#2-demo demon 9" 8/14 TPI 5p	39.76
2014303		Swr/7 day programmable thermostat	53.73
2014332		Strts/2x6-10 PT HF brown stain/new sign	11.03
2623382		Strts/road salt/online purch/local P/U	665.43
3014261		Swr/3/16x50' solid poly braid	5.32
3025260		GG/3.1 CUFT beverage cooler/Conference room	260.98
4013780		Depot/SCT CAP Screw	2.13
4014582		Swr/#6-1" Gal Caps	18.12
4014587-1		Wtr/#4-pipe wrap tape/elec water pipe heat cable	43.20
4014587-2		Land/#4-pipe wrap tape/elec water pipe heat cab	43.20
4025867		Wtr/torch kit	52.37
4580960		PW/#2-wallplates/4"RSHCBTPS/D-Sr Ctr	11.44
4581526		Wtr/#2-3/4x1/2 wall foam tees/3/4x6' rubber SS	13.10
5013761		Swr/Hex Head pk 25/#2-painters touch 2x gloss	17.51
5130471		PW/Rubber hose washers 12 pk/5/8x25 flexrite l	17.91
5311153		Air/Tbox/steel box/conduit/switch/2-outlets/cont	64.92
5563438		Strts/#12-1/4x1 coil chain	32.38
5580941		Air/set screws/steel cover/ext ring	10.14
5593198		Air/GrayT-Box	8.37
6013668		Land/outdoor safety glasses	10.71
6014484		Strts/2x6-8 PT HF brown stain/new sign	13.94
6014490		PW/triball bar/truck U-1	46.20
6571693		Swr/#2-disinfect wipes/#2-multi surf clnr/13g b	34.87
7014113		Swr/210 GPH pond pump/water wand	52.34

7024143	Strts/#5-33G drawstring bags 50 Ct	57.64
7024146	Air/E/O Esmart-LED M5 String-Multi lights	117.58
7024200	Air/terminal LED light bulbs	23.06
7111943	Wtr/#2-1.5 inch chisel putty scrapers	14.99
7572098	City Hall Annex/#2-3/4"end stops	15.66
8014080	PW/recirculating utility heater	42.97
8024783	Strts/#2-5 tine forged manure forks	73.30
8024786	GG/3-13G kitchen bags 55 ct	41.80
8024825	Swr/3/16x3-1/2 drill bit	4.30
8042190	Wtr/size D batteries 4pk/10qt ice chest	18.76
9013979	Swr/triball bar	46.20
9024752	City H Annex/glasses/3-ext cords/2-shvl grips/2-	303.53
9025430	City Hall Annex/3M 40 pk/utility gloves 3pk	54.41

2,592.13

Check No: 41984 Check Date: 01/22/2015  
 Vendor: 1962 Kern County Sheriff's Office Civil Section  
 05150-0014 City vs FNG Partners AD89/3 APN 223-460-06-

2,000.00

2,000.00

Check No: 41985 Check Date: 01/22/2015  
 Vendor: 0372 Southern California Edison

01072015-1	Wtr/Pinon	2,000.27
01072015-2	Wtr/1299 S Curry St	1,585.71
01072015-3	Wtr/Curry	6,714.99
01072015-4	LLD/1002 Applewood St	41.70
01072015-5	LLD/1347 Clasico Dr PED	41.65
01072015-6	LLD/1115 Alder Ave PED	27.96
01072015-7	LLD/1415 Alder Ave PED	27.96
01082015-1	Strts/Tucker Rd/HWY 202	176.45
01082015-10	Strts/710 W Tehachapi Blvd	160.21
01082015-11	Strts/Tehachapi Blvd/Dennison	12.12
01082015-12	Strts/800 S Curry St	31.25
01082015-13	Strts/Dennison/Brett Ave	44.44
01082015-14	Strts/Goodrick Dr E/O Dennison	203.73
01082015-15	Strts/Valley Bl W/O Dennison	407.46
01082015-16	Wtr/129 Brentwood Dr	1,501.46
01082015-17	Swr/000000 Tehachapi Blvd	174.59
01082015-18	Strts/Tehachapi/Tucker	50.29
01082015-19	LLD/180 Valley	26.44
01082015-2	Strts/Mill & J St	74.04
01082015-20	LLD/115 Manzanita Ln	26.13
01082015-21	LLD/311 Sutter St	26.76
01082015-22	LLD/501 1/2 Pinon	26.29
01082015-23	LLD/Pinon St/East	323.64
01082015-24	LLD/Industrial Pkwy/Curry St	67.05
01082015-25	Strts/100 W Tehachapi Blvd #B	241.71
01082015-26	Strts/101 W F St	398.59
01082015-27	LLD/Tr 2995 Oakwood/Val	273.11
01082015-28	LLD/Tr 2995 Oakwood/Val	288.61
01082015-29	Strts/Tr 2995 Oakwood/Val	7,403.76
01082015-3	Strts/TR 45361 Mulberry AP	55.84
01082015-4	Strts/Mill & J St	111.13
01082015-5	Strts/F St E/O Mulberry	263.96
01082015-6	Strts/213 W J St	11.21
01082015-7	Strts/Highline & Curry	16.76
01082015-8	Strts/Mill ST S/O E St	11.21
01082015-9	Strts/Tucker/Valley	161.22

01092015-1	Strts/Mulberry/Brentwood	72.83
01092015-10	LLD/Mill St/D St	68.93
01092015-11	LLD/Dennison/Pinon St	1,214.55
01092015-12	Drain/409 Bailey Ct	41.26
01092015-2	Strts/1300 Goodrick Dr #Z	25.99
01092015-3	Wtr/Wht Oak Extnd-E-Curry	789.51
01092015-4	Swr/755 Steuber Well	195.37
01092015-5	LLD/Manzanite/Green	269.82
01092015-6	LLD/1199 Canyon Drive East	26.44
01092015-7	LLD/1200 S Dennison	26.43
01092015-8	LLD/1202 S Dennison	27.48
01092015-9	LLD/1000 Canyon Dr W	26.58
01102015-1	Wtr/126 S Snyder Ave	577.66
01102015-2	Wtr/NW Cor Anita/Dennison	2,020.42
01102015-3	LLD/115 Manzanita St	26.58
01102015-4	LLD/209 E Highline Rd PED	26.27
01142015	Strts/Curry St/Walnut	18.76
01172015-1	Strts/Curry Sts/Opinion St	18.68
01172015-2	Strts/800 S Curry St #A	48.95

28,532.21

Check No:	41986	Check Date:	01/22/2015	
Vendor:	0426	Tehachapi-Cummings County Water District		
102780		LLD/service chg/Median		4.50
12563000		Wtr/service chg/Benz Sanitation		4.50
28802700		LLD/service chg/Landscaping		4.50
3028600		Wtr/service chg/Henway		4.50
45377100		Wtr/service chg/Chemtool		4.78
45882300		LLD/service chg/Warrior Park		4.50
906859		Wtr/service chg/TUSD		4.50

31.78

Check No:	41987	Check Date:	01/22/2015	
Vendor:	3011	Verizon Wireless		
9738077515		PD/Mobile Broadband		1,154.28

1,154.28

Date Totals: 35,917.24

Report Total: 35,917.24



APPROVED

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

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

A handwritten signature in black ink, appearing to be "CJ", is written over the line for the City Manager.

# COUNCIL REPORTS

MEETING DATE: FEBRUARY 2, 2015    AGENDA SECTION: FINANCE DIRECTOR

---

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

**FROM:**                HANNAH CHUNG, FINANCE DIRECTOR

**DATE:**                JANUARY 26, 2015

**SUBJECT:**            MANDATED COST (SB 90) CLAIMS FILING CONTRACT

---

Article XIII B of the California State Constitution requires that whenever the Legislature or any State agency mandates a new program or higher level of service upon local government, the state must provide a subvention of funds to reimburse the associated costs. SB 90, the State Mandated Cost Reimbursement legislation, is the vehicle for local government agencies to claim reimbursable expenditures mandated by the State.

In order for the City to obtain the maximum reimbursement that the law permits, the City has been working with Andy Nichols for SB 90 Mandated Cost Claims filing since 2001/02 and the City has filed over \$175,000 for the mandated cost claims since.

## **FISCAL IMPACT**

The charge for this service is a \$1,600 fixed fee. The total mandated cost claims filed in fiscal year 2013/14 was \$4,242. We are, however, anticipating to file a higher amount in 2014-15 since additional law enforcement programs may be added.

## **RECOMMENDATION**

It is staff's recommendation for Council to approve the contract with Nichols Consulting for the SB 90 filing service.

# Nichols Consulting

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2015, by and between the **City of Tehachapi**, a city under the laws of the State of California (hereinafter referred to as "City") and Nichols Consulting, a sole-proprietor (hereinafter referred to as "Consultant").

### RECITALS

- A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.
- B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.
- C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

### I. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2015. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City.
- B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state imposed deadline for said Claims.
- C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant's duties.
- D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.



- E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.
- F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

## **II. CITY'S RESPONSIBILITIES**

- A. City will provide Consultant with all the documents, records and information necessary to prepare Claims in a timely manner.
- B. City agrees to pay Consultant, a fee of \$1,600.00 for services rendered. Consultant's fee is due and payable in two separate and equal installments of \$800.00. The dates of these installment payments are: February 28, 2015 and May 31, 2015. Consultant's fee is not-to-exceed \$1,600.00, unless approved by City in writing. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.
- C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

## **III. MODIFICATIONS**

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

## **IV. TERMINATION OF CONTRACT**

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other party, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at \$125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.

**V. ATTORNEY'S FEES AND COSTS**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

**VI. SEVERABILITY**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

**VII. NOTICES**

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**City of Tehachapi  
Attn: Finance Director  
115 South Robinson Street  
Tehachapi, CA 93561**

**Nichols Consulting  
1857 44<sup>th</sup> Street  
Sacramento, CA 95819**

**VIII. AUTHORITY**

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

**IX. GOVERNING LAW**

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.



**X. ENTIRE AGREEMENT**

This Contract, which includes the "Proposal for Contract for Professional Services" set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises,, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

**Executed at** \_\_\_\_\_, California, on the day and year set forth above.

\_\_\_\_\_, **President**

**F. Andy Nichols**

**Nichols Consulting  
1857 44<sup>th</sup> Street  
Sacramento, CA 95819**

\_\_\_\_\_, **Title** \_\_\_\_\_

\_\_\_\_\_, **Print Name**

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



**APPENDIX A**

**PROPOSAL FOR CONTRACT FOR SERVICES**

This proposal for the **City of Tehachapi** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

**Consultant's fee shall be \$1,600.00**, for claims prepared on behalf of the City beginning with the time of execution of this Contract and ending June 30, 2015. Consultant's fee is due and payable in two separate and equal installments of \$800.00. The dates of these installment payments are: February 28, 2015 and May 31, 2015.

This Proposal is **valid until January 31, 2015** unless extended in writing by Consultant.

January 15, 2015

\_\_\_\_\_, **President**  
**F. Andy Nichols**

**Nichols Consulting**  
**1857 44<sup>th</sup> Street**  
**Sacramento, CA 95819**





APPROVED

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

CITY MANAGER: \_\_\_\_\_ *ph*

# COUNCIL REPORTS

**MEETING DATE:** February 2, 2015      **AGENDA SECTION:** FINANCE

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

**FROM:** HANNAH CHUNG, FINANCE DIRECTOR

**DATE:** JANUARY 29, 2015

**SUBJECT:** ADMINISTRATIVE COST LOAN AGREEMENT

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**BACKGROUND:** Upon dissolution of the Tehachapi Redevelopment Agency on February 1, 2012 pursuant to Part 1.85 of the Community Redevelopment Law ("Part 1.85"), the Successor Agency to the Tehachapi Redevelopment Agency was constituted and is governed by a board of directors consisting of the members of the City Council. The Successor Agency is required to undertake a number of actions pursuant to Part 1.85, including winding down the affairs of the former Tehachapi Redevelopment Agency ("Agency") pursuant to Health and Safety Code Section 34177(h).

The Legislature adopted AB 1484 on June 27, 2012, significantly amending Part 1.85, including Health and Safety Code Section 34173(h) to authorize the City to loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans. Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), with the approval of the oversight board, the Successor Agency may enter into agreements with the City.

Health and Safety Code Section 34171 authorizes the Agency to receive an "administrative cost allowance," in the amount of \$225,000, for the fiscal year commencing July 1, 2014 and ending June 30, 2015. Pursuant to the property tax disbursement under Health and Safety Code Section 34183, the Agency does not expect to receive sufficient funds for its administrative cost allowance. As a result, the City proposes to loan such funds to the Agency.

The attached Resolution approves a Loan Agreement for Fiscal Year 2014-15 Administrative Costs between the City and the Successor Agency attached as Exhibit A to the attached Resolution. The Agreement provides for the Successor Agency to use the City's staff, facilities, and other resources for the administration and operations of the Successor Agency, for the City to loan the cost of such staff, facilities and other resources pursuant to Health and Safety Code Section 34173(h), and for the Successor Agency to repay the City for such loan.

**RECOMMENDATION:** Staff recommends adoption of two resolutions by the Board of Directors of the Successor Agency to the Tehachapi Redevelopment Agency and the Tehachapi City Council.

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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2014-15 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**RECITALS:**

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) ("Part 1.85"), the Successor Agency to the Tehachapi Redevelopment Agency ("Successor Agency") is required to undertake a number of actions related to winding down the affairs of the former Redevelopment Agency pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and City staff serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Redevelopment Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.

D. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations.

E. Pursuant to Health and Safety Code Section 34173(h), the City may loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.

F. The Successor Agency will not receive sufficient funds pursuant to Health and Safety Code Section 34183 for an administrative cost allowance in the amount of \$225,000, for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

G. The City desires to loan the Successor Agency \$225,000 pursuant to Health and Safety Code Section 34173(h) for administrative costs incurred during the fiscal year commencing July 1, 2014 and ending June 30, 2015 (the "FY 2014-15 Loan").

H. The City and the Successor Agency desire to enter into an agreement (the "Agreement"), attached hereto as Exhibit A, to provide for an appropriate method for the Successor Agency to repay the FY 2014-15 Loan to the City.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Board hereby approves the Agreement and the Chair and Executive Director are hereby authorized and directed, acting singly, to execute the Agreement.

Section 3. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

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

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SUSAN WIGGINS, MAYOR  
City of Tehachapi, California

ATTEST:

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ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on \_\_\_\_\_, 2015.

---

ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2014-15 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

**RECITALS:**

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170), the Successor Agency to the Tehachapi Redevelopment Agency ("Successor Agency") is required to undertake a number of actions, including winding down the affairs of the former Redevelopment Agency pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and City staff serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the former Redevelopment Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.

D. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations.

E. Pursuant to Health and Safety Code Section 34173(h), the City may loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.

F. The Successor Agency will not receive sufficient funds pursuant to Health and Safety Code Section 34183 for an administrative cost allowance in the amount of \$225,000, for the fiscal year commencing July 1, 2014 and ending June 30, 2015.

G. The City desires to loan the Successor Agency \$225,000 pursuant to Health and Safety Code Section 34173(h) for administrative costs incurred during the fiscal year commencing July 1, 2014 and ending June 30, 2015 (the "FY 2014-15 Loan").

H. The City and the Successor Agency desire to enter into an agreement (the "Agreement"), attached hereto as Exhibit A, to provide for an appropriate method for the Successor Agency to repay the FY 2014-15 Loan to the City.

**NOW, THEREFORE, THE CITY COUNCIL HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby approves the Agreement and the Mayor (or in the Mayor's absence, the Mayor Pro Tempore) is hereby authorized and directed to execute the Agreement.

Section 3. The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things which they deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi  
at a regular meeting this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

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

---

SUSAN WIGGINS, MAYOR  
City of Tehachapi, California

ATTEST:

---

ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on \_\_\_\_\_, 2015.

---

ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi, California

**EXHIBIT A**

Loan Agreement for Fiscal Year 2014-15 Administrative Costs

(see attached)

LOAN AGREEMENT FOR FISCAL YEAR 2014-15 ADMINISTRATIVE COSTS

This LOAN AGREEMENT FOR FISCAL YEAR 2014-15 ADMINISTRATIVE COSTS (this "Agreement") is entered into as of January 1, 2015, by and between the City of Tehachapi (the "City") and the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency").

RECITALS:

- A. The Successor Agency is required to undertake a number of actions pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) ("Part 1.85"), including winding down the affairs of the former Tehachapi Redevelopment Agency ("Agency") pursuant to Health and Safety Code Section 34177(h).
- B. The Legislature adopted AB 1484 on June 27, 2012, significantly amending Part 1.85, including Health and Safety Code Section 34173(h) to authorize the City to loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.
- C. Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), with the approval of the oversight board, the Successor Agency may enter into agreements with the City.
- D. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City.
- E. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and City

staff serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with winding down the affairs of the Agency.

- F. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.
- G. The Successor Agency will not receive sufficient funds pursuant to Health and Safety Code Section 34183 for an administrative cost allowance in the amount of \$225,000, for the fiscal year commencing July 1, 2014 and ending June 30, 2015.
- H. Pursuant to Health and Safety Code Section 34173 (h) the City will loan the Successor Agency \$225,000 for administrative costs incurred during the fiscal year commencing July 1, 2014 and ending June 30, 2015.
- I. The City and the Successor Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for an appropriate method for the Successor Agency to repay the loan to the City.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. The City shall make available to the Successor Agency its staff, facilities, services, and other resources, including, without limitation, consultants, legal counsel,

office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency and the Successor Agency shall have access to the foregoing staff, facilities, services, and other resources of the City.

Section 2. The cost of the City staff, including all employee retirement and other benefits, facilities, services, and other resources of the City, including, without limitation, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency made, and to be made, available to the Successor Agency during the fiscal year commencing July 1, 2014 and ending June 30, 2015, in the amount of \$225,000, shall constitute a loan (the "FY 2014-15 Loan") to the Successor Agency by the City to be repaid in accordance with this Agreement. The Parties agree and acknowledge that the FY 2014-15 Loan constitutes a loan under Health and Safety Code Section 34173(h) and the repayment of the FY 2014-15 Loan pursuant to this Agreement constitutes an enforceable obligation of the Successor Agency.

Section 3. The City shall submit an invoice to the Successor Agency for advances by the City to the Successor Agency during the fiscal year commencing July 1, 2014 and ending June 30, 2015, including each of the following: (a) the payroll cost for City staff engaged in Successor Agency activities, including all employee wages, retirement and other benefits based on the time devoted to matters directly related to the administration and operations of the Successor Agency, as evidenced by payroll records; (b) the cost of consultants, legal counsel and other contracts for services devoted to matters directly related to the administration and operations of the Successor Agency; (c) the fair rental value of office space, utilities and equipment made available to the Successor Agency; (d) the cost of supplies, insurance and other services and facilities provided by the City to the Successor Agency; and (e) to the extent not

included in the items described in (a) through (d) above, the dollar amount advanced by the City for any project-related expenses or other enforceable obligations.

Section 4. Within a reasonable time after the City submits an invoice to the Successor Agency pursuant to this Agreement, the Successor Agency shall pay to the City the amount of the invoice from available funds of the Successor Agency, as such funds become available, until paid in full. Beginning July 1, 2015, the unpaid balance of the FY 2014-15 Loan may bear interest at the rate of the prevailing earnings rate of the Local Agency Investment Fund, until paid in full.

Section 5. The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 6. Each party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party at all reasonable times.

Section 7. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 8. This Agreement shall be effective upon the date it is approved or deemed approved by the State Department of Finance following the prerequisite approval by the Oversight Board to the Successor Agency.

Section 9. This Agreement may be amended at any time, and from time to time, by an agreement executed by both parties to this Agreement and approved by the Oversight Board to the Successor Agency.

SUCCESSOR AGENCY TO THE TEHACHAPI  
REDEVELOPMENT AGENCY

By \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_

Secretary

CITY OF TEHACHAPI

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_

City Clerk



APPROVED  
DEPARTMENT HEAD: *JWG*  
CITY MANAGER: *JWG*

# COUNCIL REPORTS

**MEETING DATE:** February 2<sup>nd</sup>, 2015    **AGENDA SECTION:** AIRPORT MANAGER

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS  
**FROM:** TOM GLASGOW, AIRPORT MANAGER  
**DATE:** JANUARY 28<sup>th</sup>, 2015  
**SUBJECT:** NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 15E

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## BACKGROUND

Jeff Murphy has recently purchased hangar 15E located at the Tehachapi Municipal Airport. Mr. Murphy is requesting a new Non-Commercial Hangar Ground Lease Agreement with a term starting on February 2<sup>nd</sup>, 2015.

## FISCAL IMPACT

Rental Payment:

\$68.00/month

\$816.00/year

## RECOMMENDATION

Approve the Non-Commercial Hangar Ground Lease Agreement for hangar 15E between the City of Tehachapi and Jeff Murphy.

**NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT**

**(Tehachapi Airport) Hangar 15E**

**THIS LEASE AGREEMENT**, hereinafter referred to as this "Lease", is made and entered into this **2<sup>nd</sup>** day of **February, 2015**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Jeff Murphy**, 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 **February 2<sup>nd</sup>, 2015**, and terminating on **February 2<sup>nd</sup>, 2035** (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 **\$68.00** per month payable in advance on the first day of each month commencing **February 2<sup>nd</sup>, 2015**. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Anaheim-Riverside CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE

in writing of said rental increase/decrease prior to January 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

**5. INTEREST:**

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

**6. PURPOSE; NUISANCE:**

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

(b) LESSEE shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any action necessary to abate or cure such condition at LESSEE'S sole cost and expense,

without further written notice and LESSOR shall have no liability to LESSEE therefore nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

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

**7. CONDITION OF PREMISES:**

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

**8. SAFETY:**

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

**9. ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the demised premises without the written

consent of the City Manager or designated representative first being obtained..

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or

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

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

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal") to purchase the improvements and the LESSEE shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to

exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new Lease with the purchaser.

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

**16. COMPLIANCE WITH LAW:**

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

**17. RIGHT OF INSPECTION:**

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of the foregoing) the right of LESSOR to enter upon the premises for the purpose of

installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as LESSOR may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

**18. INDEMNIFICATION:**

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

**19. WORKERS COMPENSATION:**

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

**20. LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of LESSEE'S use, occupancy and/or operation of the demised premises or in a connection

therewith, shall secure and maintain in force during the entire term of this Lease and covering all LESSEE'S operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of \$ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

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

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

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

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

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

**21. TAXES AND ASSESSMENTS:**

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

22. **LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:**

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

23. **AERONAUTICAL RESTRICTIONS:**

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

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

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

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

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the LESSEE in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

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

**24. SUBLETTING:**

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

to the following:

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

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

**25. RIGHT OF INGRESS AND EGRESS:**

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

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

**26. BANKRUPTCY:**

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

**27. WAIVER OF BREACH:**

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

28. **BREACH:**

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or retain the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein, and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by LESSOR of any term, condition, or agreement

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

**29. NEGATION OF PARTNERSHIP:**

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

**30. SURRENDER OF PREMISES:**

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

**31. ENTIRE AGREEMENT:**

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

**32. VENUE AND GOVERNING LAW:**

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

**33. COVENANTS AND CONDITIONS:**

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

**34. TIME OF THE ESSENCE:**

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

**35. SEVERABILITY:**

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

**36. AUTHORIZED AGENT OF LESSOR:**

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

**37. NOTICES:**

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

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

TO LESSEE: **Jeff Murphy**  
**22608 Paddock St.**  
**Tehachapi, CA 93561**  
**661-917-4202**

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

LESSEE:

CITY OF TEHACHAPI

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

**SUSAN WIGGINS**  
Mayor of the City of Tehachapi, California

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

**Jeff Murphy**



EXHIBIT - A

HANGAR 15E  
40'X34'  
1,360 sq. ft.



Google earth

Imagery Date: 5/24/2013 3530758.73° N 118°26'21.15" W elev. 3994 ft eye alt - 6564 ft

Tour Guide

# COUNCIL REPORTS

**MEETING DATE:** FEBRUARY 2, 2015    **AGENDA SECTION:** COMMUNITY DEVELOPMENT

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**TO:** HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS  
DJ

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

**DATE:** JANUARY 26, 2015

**SUBJECT:** INTRODUCTION OF SHOPPING CART CONTAINMENT AND RETRIEVAL ORDINANCE

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## **BACKGROUND:**

As the City Council has no doubt observed shopping carts are showing up at various locations throughout the community. The majority end up in a neighborhood given that the carts are being used to transfer groceries from the store to a customer's home. Taking a shopping cart off premises is a crime and typically these shopping carts are on a one way journey in that the customers never return them and as such there are areas within the community where shopping carts tend to accumulate in significant numbers. Additionally, shopping carts are taken off premises and simply abandoned in an empty field, side of the road or drainage ditch. In all cases the removal of a shopping cart is illegal and the proliferation of stolen and abandoned shopping carts has genuine public nuisance, public safety and quality of life ramifications. The purpose of the shopping cart containment and retrieval ordinance (Shopping Cart Ordinance) is to establish regulations and reasonable measures for the owners and operators of businesses which provide shopping carts (carts) to first and foremost prevent their removal from a given premise and secondly to provide for the prompt retrieval of lost, stolen or abandoned carts.

More recently retailers have been conditioned to install disabling devices to prevent carts from leaving the premises. Walmart for example is conditioned to install such a device and more recently Dollar General incorporated such a device in their development. It is further anticipated that any future retail establishments and the like which utilize 10 carts or more will also be conditioned to install a disabling device. In this regard an "ounce of prevention is worth a pound of cure" as the expression goes. It is also worth noting that the Business and Professionals Code Section 22435.7 establishes various protocols relative to abandoned shopping carts that the City must be cognizant of in the preparation of such an ordinance.

## **PROPOSAL:**

As previously indicated all new retail establishments utilizing 10 or more shopping carts will be required to install disabling devices as a condition of development and procuring a business license. In this regard the subject ordinance is principally interested in addressing abandoned carts as it relates to older established retailers who do not have the advantage of a disabling device. The ordinance requires each business owner that uses 10 or more carts to establish a cart containment and retrieval plan. In this regard a disabling device retrofit is one of the options available to an established pre-existing business.

In instances where a cart is taken off premises the retrieval plan would then go into effect. For carts that are not retrieved the ordinance provides a mechanism by which the City will collect the carts and the business owner can be fined pursuant to Business and Professional Code 22435.7. Said fine in turn will serve as an incentive for cart owners to retrieve their carts and provide a fiscal resource to the City to cover the City's cost of administering the ordinance. The subject ordinance will provide the City with the mechanism needed to address abandoned/stolen carts in a fiscally responsible manner and in a manner consistent with the applicable sections of the Business and Professional Code.

**OPTIONS:**

Staff is of the opinion that there are three (3) options for the Council to consider as enumerated below:

1. Adopt a shopping cart ordinance as recommended herein.
2. Adopt a shopping cart ordinance incorporating modifications per City Council direction.
3. Do not adopt a shopping cart ordinance and continue with business as usual.

**RECOMMENDATION:**

Staff recommends the introduction of an ordinance incorporated herein as Attachment A and in so doing amend Ordinance No. 14-03-717 or more specifically Article 4 of the Tehachapi Zoning Code.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
TEHACHAPI AMENDING ORDINANCE NO. 14-03-717 OR  
MORE SPECIFICALLY ARTICLE 4 OF THE TEHACHAPI ZONING  
CODE REGULATING SHOPPING CART CONTAINMENT AND  
RETRIEVAL**

**Section 4.70.00 SHOPPING CART CONTAINMENT AND RETRIEVAL**

All new stand-alone retail establishments or retail establishments located within a retail center shall utilize disabling devices installed and maintained on carts by owners to prevent, deter or impede the removal of shopping carts from the premises. In this regard, the shopping cart containment plan shall apply to only those defined, established and shopping centers that predate this ordinance and did not install a disabling device to prevent shopping carts from leaving the premises.

Sections:

- 4.70.010 Purpose, Declaration of Nuisance
- 4.70.020 Definitions
- 4.70.030 Exemption
- 4.70.040 Cart Containment Plan and Cart Retrieval Plan
- 4.70.050 Plan Submission and Approval
- 4.70.060 Penalties for Failing to Submit a Prevention Plan
- 4.70.070 Notification for Retrieval of Abandoned Carts
- 4.70.080 Administrative Costs and Fines
- 4.70.090 Disposition of Carts after 30 days.

**4.70.010 Purpose. Declaration of Nuisance**

Shopping carts removed from the premises of retail establishments and left abandoned on public or private property throughout the City constitute a public nuisance and a potential hazard to the health and safety of the public. The proliferation of lost, stolen or abandoned shopping carts on public and private property sidewalks, streets, parking lots and other ways, interferes with pedestrian and vehicular traffic on public and private streets, and impedes emergency services. For the aforementioned reasons, such lost, stolen or abandoned shopping carts are declared to be a public nuisance which shall be subject to abatement in the manner set forth in this chapter or in any other manner provided by law.

The purpose of this chapter is to set forth regulations to ensure that reasonable measures are taken by the owners and operators of business which provide shopping carts for the convenience of customers to first and foremost prevent the removal of shopping carts from business premises and parking lots, and secondarily to provide for the prompt retrieval of lost,

stolen or abandoned shopping carts, to complement and supplement provisions of state law, and to adopt local regulations to the extent not otherwise preempted by state statute regarding the unauthorized removal of shopping carts from the premises and parking areas of retail establishments.

#### 4.70.020 Definitions

The following words and terms shall have the following meanings:

- a) "City" means the City of Tehachapi
- b) "Director of Planning" means the Planning Director of the City and his/her designee(s)
- c) "Enforcement personnel" means any police officer or code enforcement officer employed by the City.
- d) "Lost, stolen or abandoned shopping cart" means a shopping cart which is either
  - (i) Removed from the premises of a retail establishment by any person without the written permission or consent of the owner of the shopping cart or the retailer otherwise entitled to possession of such cart, or
  - (ii) Left unattended, discarded, or abandoned upon any public or private property other than the premises of the retail establishment from which the shipping cart was removed, regardless of whether such shopping cart was removed from the premises with the permission of the owner.

For the purpose of this chapter, any shopping cart located on any public or private property other than the premises of the retail establishment from which such shopping cart was removed shall be presumed lost, stolen or abandoned, even if in the possession of any person, unless such person in possession thereof either:

- (i) Is the owner, or an employee or authorized agent of the owner, entitled to possession of the shopping cart,
  - (ii) Is an officer, employee or agent of a cart retrieval service hired by the owner to retrieve such carts,
  - (iii) Is an enforcement officer retrieving, storing or disposing of the cart pursuant to the provisions of this chapter.
- e) "Owner" means any owner, manager, or operator of any retail establishment.
  - f) "Laundry Cart" means a basket which is mounted on wheels and used in a coin-operated laundry or dry-cleaning retail establishment by a customer or an attendant for the purpose of transporting fabrics and the supplies necessary to process them.
  - g) "Parking area" means a parking lot or other property provided by a retail establishment for the use of customers of such retail establishment for parking of customer vehicles.

The parking area of a retail establishment located in a multi-store complex or shopping center shall include the entire parking area used by the multi-store complex or shopping center.

- h) "Planning Commission" means the Planning Commission of the City.
- i) "Premises" means any building, property or other area upon which any retail establishment business is conducted or operated in the City, including the parking area provided for customers of such retail establishment.
- j) "Retail Establishment" means any business located in the City which offers or provides shopping carts for the use of the customers of such business regardless of whether such business is advertised or operated as a retail or wholesale business, and regardless of whether such business is open to the general public, or is a private club or business, or is a membership store.
- k) "Shopping Cart" or "Cart" means a basket which is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind within the establishment and to and from the retail establishment to a customer's awaiting vehicle. The term shopping cart or cart includes a laundry cart.

4.70.030 Exemption

The requirements of this Ordinance shall not apply to any retail establishment which provides a total of less than ten (10) shopping carts for use by customers of such business.

4.70.040 Cart Containment Plan and Cart Retrieval Plan

Every retail establishment that uses ten (10) or more carts shall develop, implement and comply with the provisions of a written plan approved by the City to provide for the prevention of removal and the retrieval of lost, stolen or abandoned shopping carts which have been removed from the premises of the retail establishment. The cart retrieval plan, at a minimum shall include the following elements:

- A. Signs Affixed to Carts. Every shopping cart made available for use by customers shall have a sign permanently affixed to it that identifies the owner of the cart of the retailer or both; notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; notifies the public that the unauthorized removal of the cart from the premises of the business, or the unauthorized possession of the cart, is a violation of state law, and lists a valid telephone number or address for returning the cart removed from the premises to the owner or retailer.

- B. Notice to Customers. Written notice shall be provided to customers, in English and in Spanish, that removal of shopping carts from the premises is prohibited by state law. Such notice may be provided in the form of flyers distributed on the premises, warnings printed on shopping bags, direct mail, website notices or any other means demonstrated to be effective. The cart containment plan shall identify the specific measures to be implemented to comply with this notice requirement. In addition, conspicuous signs shall be placed and maintained on the premises near all customer entrances and exits and throughout the premises, including the parking area,
- C. Physical Measures. Specific physical measures shall be implemented and maintained by the owner to prevent, deter or impede the removal of shopping carts from the premises. Such physical measures shall be specifically identified in the cart containment plan and may include, but are not limited to, the following:
- (i) retro-fitted disabling devices installed and maintained on carts, maintaining one or more security guards assigned the responsibility to deter or stop customers from removing shopping carts from the premises, or
  - (ii) preventing any shopping carts to be taken outside the confines of building exits unless accompanied by an employee of the business, bollards and chains in locations between the business exits and the parking area which effectively prevent transporting shopping carts into the parking area or off the premises, requiring security deposits by customers for cart use or rental or sale of carts to customers.
- D. Daily Cart Confinement. All shopping carts located on the premises of the retail establishment shall be collected at the end of each business day by employees of the retail establishment and shall be collectively confined in a secure manner at the cart containment area on the premises as designated in the cart containment plan until the commencement of the next business day. All shopping carts located on the premises of any retail establishment open for business 24 hours per day, other than carts then currently in use by a customer patron, shall be collected by employees of the retail establishment and returned to the cart confinement area on the premises as designated in the cart containment plan at least once per calendar day between the hours of 9:00 p.m. and 12:00 midnight on each day the retail establishment is open for business. The provisions of this subsection shall not apply to any shopping carts located within an enclosed building.
- E. Employee Training. The owner of the retail establishment shall implement and maintain a periodic training program for its new and existing employees designed to educate such employees concerning the requirements of the cart containment plan and the provisions of state law prohibiting the unauthorized removal of shopping carts from the premises of the retail establishment. The cart containment program shall expressly describe the employee training program.

- F. Retrieval Personnel. The owner shall provide personnel for purposes of the retrieval of lost, stolen or abandoned shopping carts. Such personnel may be either employees of the business or one or more independent contractors hired by the owner to provide shopping cart retrieval services, or a combination of both.
- G. Collaboration with Other Businesses. Two or more retail establishments located within the same shopping or retail center or sharing a common parking area may collaborate and submit a single cart containment plan.

4.70.050 Plan Submission and Approval

- A. New or Relocated Retail Establishments. Unless otherwise expressly exempt hereunder each new retail establishment, and any existing retail establishment relocating to a different location within the City, shall comply with the City's Improvement Standards with regard to Cart Containment requirements.
- B. Existing Retail Establishments. Unless otherwise expressly exempt hereunder, each existing retail establishment shall submit a proposed plan complying with the requirements of Sections 4.70.040 of this chapter to the Director of Planning within 120 calendar days following the date of adoption of this chapter. No such retail establishment existing on the date this chapter is adopted shall provide or continue to provide shopping carts for the use of its customers after the 120<sup>th</sup> calendar day following the date of adoption of this chapter without a plan approved by the City as conforming to the requirements of Section 4.70.040 of this chapter, provided, however, such date shall be extended for the period, if any, during which an appeal of the denial of such plan is pending pursuant to the provisions of this chapter. Each proposed plan shall be accompanied by a processing fee in an amount as set by resolution of the City Council. No proposed plan shall be accepted for filing and processing by the Director of Planning unless accompanied by the processing fee as established by the City Council.
- C. Plan Review and Approval. Upon the filing of any proposed plan pursuant to Section 4.70.040 of this chapter (collectively referred to herein as the "plan"), and receipt of the required processing fee, the Director of Planning or his/her designee shall review said proposed plan and either approve or deny approval of said proposed plan within 30 calendar days following the receipt thereof the Director of Planning. If the proposed plan complies with each of the applicable requirements of this chapter, the Director of Planning shall approve the plan, otherwise the proposed plan shall be denied. The decision of the Director of Planning shall be made in writing and notice thereof shall be transmitted to the owner of the retail establishment by the United States Postal Service, first-class mail, postage prepaid, or by personal delivery or fax transmission. The notice of decision of the Director of Planning shall be deemed given to the owner on the date of personal delivery or on the date of the fax transmission to the owner, notices given by the United States Postal service, first-class mail, postage prepaid, shall be deemed given to the owner on the third day following the date of deposit in the course of transmission with the United States Postal Service first-class mail, postage prepaid. If

the proposed plan is denied, the notice of decision given to the owner shall state the grounds upon which the proposed plan was denied.

- D A decision of the Director of Planning may be appealed by the owner to the City Planning Commission within ten (10) calendar days following the date of giving the notice of such decision. The notice of appeal shall be in the context of a Public Hearing pursuant to Tehachapi Zoning Ordinance Chapter 10.40 (Public Hearing) and shall be accompanied by the fee fixed by resolution of the City Council.
- E. Amendments by Owner. The owner of any retail establishment which has an approved plan conforming to the requirements of this chapter may, at any time, submit a proposed amendment to the approved plan which amendment shall be processed in accordance with the procedure provided for a proposed plan as set forth in subsection C above. Each proposed amendment shall be accompanied by a processing fee in an amount as set by resolution of the City Council. Nor proposed amendment shall be accepted for filing and processing by the Director of Planning unless accompanied by the processing fee as established by the City Council.

4.70.060 Penalties for Failing to Submit a Prevention Plan

Any Owner that fails to submit a plan, implement the proposed plan measures, or implement any required modifications to the plan by the City within the time frames specified in this chapter shall be subject to a \$1,000 civil penalty, plus an additional penalty of \$50 for each day of noncompliance.

4.70.070 Notification for Retrieval of Abandoned Carts

Pursuant to Business and Professions Code Section 22435.7 , the City shall notify the Owner of any abandoned carts owned or used by the business establishment that have been located within the City of Tehachapi within twenty – four (24) hours of impoundment. The Owner shall have three (3) business days from the date the notification is given to retrieve the carts from the City.

4.70.080 Administrative Costs and Fines

Pursuant to Business and Professions Code Section 22435.7, any Owner that fails to retrieve its abandoned cart(s) within three (3) business days after receiving notice from the City, shall pay the City's administrative costs for retrieving the cart(s) and providing the notification to the Owner. Any Owner who fails to retrieve abandoned carts in accordance with this Chapter in excess of three times during a specified six-month period, shall be subject to a \$50 fine for each occurrence. An occurrence includes all carts owned by the Owner that are impounded by the City in a one-day period.

4.70.090 Disposition of Carts after 30 Days

Pursuant to State law, any cart not reclaimed from the City within thirty (30) days after notification to the Owner shall be sold or otherwise disposed of by the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following votes:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
SUSAN WIGGINS, Mayor of  
the City of Tehachapi, California

ATTEST:

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

Published: \_\_\_\_\_

# **COUNCIL & DEPARTMENT HEADS ASSIGNED TO ORGANIZATIONS AND GROUPS**

1. **EMERGENCY PREPAREDNESS:**

Mayor Susan Wiggins-  
**Public Information Officer**  
Public Works Director Jon Curry –  
**Public Works in Operations**  
Police Chief Kent Kroeger –  
**Safety Chief**  
Finance Director Hannah Chung – **Finance Chief**  
  
City Manager Greg Garrett

Primary function is to establish & coordinate emergency preparedness in case of disaster in the city and the surrounding communities. Members of this group also serve as liaison with public safety departments including the Fire Departments.

2. **COMMON INTEREST GROUP:**

Mayor Susan Wiggins  
Mayor Ed Grimes – **alternate**

This informal organization meets monthly & provides a forum for all local governments to meet and exchange ideas & report the status of each member.

3. **KERN COUNCIL OF GOVERNMENTS & KERN COUNTY CITY SELECTION ORGANIZATION:**

Council Member Philip Smith – **Kern COG**  
Council Member Dennis Wahlstrom – **alternate**  
City Engineer Jay Schlosser – **TTAC**  
Ryan Montgomery- **alternate**

All Kern County cities are represented by this State mandated organization & primarily evaluate & implement transportation issues. A secondary function is to appoint members to mandatory county organizations & committees.

4. **DEPARTMENT OF CORRECTIONS, ACCAP & CITIZENS ADVISORY ORGANIZATION:**

Police Chief Kent Kroeger- **CAC**  
Council Member Ed Grimes – **ACCAP**  
City Manager Greg Garrett

This group meets with local prison officials & coordinates & improves relations between CCI, the City, & local community. The Association of California Cities Allied with Prisons (ACCAP) works with other California prison cities to publicize & promote common areas of interest to benefit member cities.

5. **KERN COUNTY AIR POLLUTION CONTROL DISTRICT:**

Council Member Ed Grimes  
Council Member Dennis Wahlstrom - alternate

This mandated district works on air pollution issues & the City is required by State law to have a representative on this board. Through the Department of Motor Vehicles program grants to reduce air pollution, the City & surrounding communities have received significant funding over the past few years for worthwhile pollution reduction projects.

6. **KERN COUNTY ASSOCIATION OF CITIES:**

All City Council Members  
Mayor Susan Wiggins - KCAC Rep.  
Council Member Ed Grimes – **Waste Management**

This voluntary organization is comprised of all the incorporated cities of Kern County. The members work collectively in solving common problems & achieving mutual goals.

7. **LEAGUE OF CALIFORNIA CITIES, SOUTH SAN JOAQUIN DIVISION:**

Mayor Pro-Tem Kim Nixon  
Council Member Phil Smith - **alternate**

Most cities in California belong to this organization, which represents its membership on statewide legislative issues. A secondary function of the League is to train, educate & advise on various functions, laws & issues that pertain to member cities.

8. **TEHACHAPI SENIOR CITIZENS CENTER ORGANIZATION:**

Mayor Susan Wiggins  
Mayor Pro-Tem Kim Nixon - **alternate**

Advises and works with the Senior Citizen Club & its membership on issues pertaining to this organization.

9. **PERSONNEL ADVISORS:**

Mayor Susan Wiggins  
Mayor Pro-Tem Kim Nixon - **alternate**

The functions of this organization are to review, revise, evaluate, advise & implement personnel issues that pertain to the City.

10. **GOLDEN HILLS COMMUNITY SERVICES DISTRICT LIAISON:**

Mayor Susan Wiggins

Members of this group serve as liaisons with Golden Hills Community Services District.

11. **CAPITAL IMPROVEMENT PROJECTS GROUP:**

All City Council Members  
City Manager Greg Garrett  
Public Works Director Jon Curry  
Finance Director Hannah Chung  
City Engineer Jay Schlosser  
Assistant City Manager Chris Kirk

Members of this group rank and prioritize the City's capital improvement projects.

**COUNCIL & DEPARTMENT HEADS**  
**ASSIGNED TO ORGANIZATIONS AND GROUPS**

12. **TEHACHAPI HOSPITAL FOUNDATION:**

All City Council Members – **member**

The members of this foundation support and inform as well as educate the community of the need to build a new hospital.

13. **CALIFORNIA STATE UNIVERSITY,  
BAKERSFIELD, ANTELOPE VALLEY CAMPUS  
COMMUNITY DEVELOPMENT ADVISORY  
BOARD:**

Council Member Ed Grimes

Mayor Susan Wiggins – **alternate**

The Center for Community Development mission is to promote community development through collaborative research, education, and service activities. The Center is guided by its commitments to cooperation among academic disciplines; strengthened relationships between educational, governmental, and private entities; collective wellbeing; and respect for cultural diversity.

14. **TEHACHAPI UNIFIED SCHOOL DISTRICT**

Mayor Susan Wiggins

Mayor Pro-Tem Kim Nixon – **alternate**

Council Member Ed Grimes – **alternate**

Members of this group serve as liaisons to the Tehachapi Unified School District.

15. **TEHACHAPI VALLEY RECREATION AND  
PARKS DISTRICT:**

Mayor Pro-Tem Kim Nixon

Members of this group serve as liaisons to the Tehachapi Valley Recreation and Parks District.

16. **TEHACHAPI MUNICIPAL ADVISORY  
COMMISSION:**

Council Member Ed Grimes

The Tehachapi Municipal Advisory Commission advises the County Board of Supervisors on planning matter pertinent to the Tehachapi Area.

17. **LEAGUE OF CALIFORNIA CITIES. PUBLIC  
SAFETY POLICY COMMISSION:**

Council Member Ed Grimes – **Chairman**

The Commission reviews public safety legislation from the State and provides recommendations to the League on such legislation.

18. **LAFCO**

No position currently held by City

The Local Agency Formation Commission reviews and takes action on annexations in Kern County.

19. **KERN ECONOMIC DEVELOPMENT  
CORPORATION**

Mayor Susan Wiggins

Mayor Pro-Tem Kim Nixon - **alternate**

A public private partnership formed in 1988 with the mission of stimulating a diversified and strong economic climate in Kern County.

20. **EDWARDS AIR FORCE BASE**

Mayor Pro-Tem Kim Nixon –

**Honorary Commander**