

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, March 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 Robinson Street, Tehachapi, California, 93561.

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 08-15
Tehachapi City Council Unassigned Ord. No. 15-02-721
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-15
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 February 17, 2015 – **APPROVE AND FILE**
- *4. Destruction of Records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS**
- 5. Citywide VoIP system – **APPROVE THE AGREEMENT WITH DELL FINANCIAL SERVICES FOR A CITYWIDE VOIP SYSTEM AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for February 19, 2015 through February 25, 2015 – **AUTHORIZE PAYMENTS**
- 7. **PUBLIC HEARING** – As part of the annual Public Transit Claim for Transportation Development Act funding, it is necessary to conduct a public hearing to receive public testimony concerning the transit needs within the City. Currently, the City of Tehachapi provides a transit service named Dial-A-Ride, through Kern Regional Transit. The average cost per rider from July 2013 to June 2014 is \$32.28 and the subsidized cost per rider during the same period is \$31.59 – **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; ADOPT A RESOLUTION FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY**

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

- 8. **PUBLIC HEARING** - Extension of Urgency Ordinance No. 15-01-720 placing a temporary moratorium on hookah lounge establishments – **OPEN HEARING; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVE PUBLIC COMMENT; CLOSE HEARING; ADOPT AN ORDINANCE EXTENDING ORDINANCE NO. 15-01-720 PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858(a) FOR THE PURPOSE OF ALLOWING FOR THE ADOPTION OF AN ORDINANCE TO PROHIBIT HOOKAH LOUNGES**
- 9. Introduction of an Ordinance prohibiting hookah lounges within the city limits – **INTRODUCTION ONLY**

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

ASSISTANT CITY MANAGER REPORTS

10. CCI Work Crew – **DISCONTINUE THE AGREEMENT BETWEEN THE CITY AND THE CALIFORNIA CORRECTIONAL INSTITUTION FOR THE USE OF THE INMATE WORK CREW AND DIRECT STAFF TO DELIVER APPROPRIATE NOTICE TO CCI OF SAME**

CITY ATTORNEY REPORTS

- *11. The City Attorney will be attending the 2015 City Attorneys' Spring Conference sponsored by the League of California Cities. The City Attorney is requesting that the City pay one-third of the registration fee and one night's lodging. An invoice from the hotel is attached for review. The total cost to the City would be \$278.25. The City Attorney requests the same from the two other cities he represents - **CONSIDER PAYMENT OF \$278.25 TOWARD CITY ATTORNEY'S REGISTRATION FEE AND ONE NIGHT'S LODGING AT THE 2015 CITY ATTORNEYS' SPRING CONFERENCE SPONSORED BY THE LEAGUE OF CALIFORNIA CITIES.**

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 February 17, 2015.
2. Public employee grievance appeal hearing per Government Code Section 54957.

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, February 17, 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><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><u>ROLL CALL</u></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><u>INVOCATION</u></p> <p>By Ron Barker Tehachapi First Baptist Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Mayor Pro-Tem Nixon</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Jan St. Piers of First 5 Kern regarding Safely Surrendered Baby Month 	<p>Approved Consent Agenda Sm/Ni Ayes All</p>
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ACTION TAKEN

CITY CLERK REPORTS

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

All Ord. Read By Title Only

*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on February 2, 2015 - **APPROVED AND FILED.**

Approved & Filed
Sm/Ni Ayes All

*4. Destruction of Records – **ADOPTED RESOLUTION NO. 09-15 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS**

Adopted Resolution No. 09-15
Authorizing The Destruction Of
Certain City Records
Sm/Ni Ayes All

*5. Disposition of Property – **ADOPTED RESOLUTION NO. 10-15 AUTHORIZING THE DISPOSITION OF PERSONAL PROPERTY**

Adopted Resolution No. 10-15
Authorizing The Disposition Of
Personal Property
Sm/Ni Ayes All

FINANCE DIRECTOR REPORTS

*6. Disbursements, bills, and claims for January 29, 2015 through February 10, 2015 – **AUTHORIZED PAYMENTS**

Authorized Payments
Sm/Ni Ayes All

*7. City of Tehachapi Treasurer’s Report through January, 2015 – **RECEIVED REPORT**

Received Report
Sm/Ni Ayes All

PUBLIC WORKS DIRECTOR REPORTS

8. Agreement with Union Pacific Railroad regarding utilization of the H Street water turnout to supply water to the Town of Keene – **PUBLIC WORKS DIRECTOR, JON CURRY, GAVE REPORT; APPROVED THE AGREEMENT WITH UNION PACIFIC RAILROAD AND AUTHORIZED THE MAYOR TO SIGN PENDING CITY MANAGER AND CITY ATTORNEY APPROVAL**

Approved The Agreement With
Union Pacific Railroad And
Authorized The Mayor To Sign
Pending City Manager And City
Attorney Approval
Ni/Gr Ayes All

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

9. Second reading of the Shopping Cart Containment and Retrieval Ordinance – **COMMUNITY DEVELOPMENT DIRECTOR, DAVID JAMES, GAVE REPORT; ADOPTED ORDINANCE NO. 15-02-721 AMENDING ORDINANCE NO. 14-03-717 OR MORE SPECIFICALLY ARTICLE 4 OF THE TEHACHAPI ZONING CODE REGULATING SHOPPING CART CONTAINMENT AND RETRIEVAL**

Adopted Ordinance No. 15-02-
721 Amending Ordinance No. 14-
03-717 Or More Specifically
Article 4 Of The Tehachapi
Zoning Code Regulating
Shopping Cart Containment And
Retrieval
Sm/Ni Ayes All

10. Status Report on the City’s Research relating to the ban on Hookah Lounges – **COMMUNITY DEVELOPMENT DIRECTOR, DAVE JAMES, GAVE REPORT; ADOPTED REPORT AS THE WRITTEN REPORT UNDER GOVERNMENT CODE SECTION 65858(d) DESCRIBING THE MEASURES PURSUED BY THE CITY TO RESOLVE THE ISSUES RAISED IN THE URGENCY ORDINANCE**

Adopted Report As The Written
Report Under Government Code
Section 65858(D) Describing The
Measures Pursued By The City To
Resolve The Issues Raised In The
Urgency Ordinance
Gr/Ni Ayes All

ACTION TAKEN

CITY ENGINEER REPORTS

- 11. Addendum No. 2 to the City of Tehachapi Subdivision and Development Standards – **CITY ENGINEER, JAY SCHLOSSER, GAVE REPORT; ADOPTED RESOLUTION NO. 11-15 AMENDING ITS SUBDIVISION AND DEVELOPMENT STANDARDS**
- 12. 2015 Capital Projects Presentation – **VERBAL REPORT**

**Adopted Resolution No. 11-15 Amending Its Subdivision And Development Standards
 Sm/Gr Ayes All**

POLICE CHIEF REPORTS

- 13. HEARING Emergency Abatement at 205 East “I” Street – **OPENED HEARING AT 6:55 PM; NOTICE OF HEARING AND CORRESPONDENCE; STAFF REPORT; RECEIVED PUBLIC COMMENT FROM ALFRED WILLIAM NEUGENT; CLOSED HEARING AT 6:58; APPROVED EMERGENCY ABATEMENT ACTIONS CONDUCTED BY CODE ENFORCEMENT AT 205 EAST I STREET**

**Approved Emergency Abatement Actions Conducted By Code Enforcement At 205 East I Street
 Gr/Sm Ayes All**

CITY ATTORNEY REPORTS

- *14. The City utilizes the law firm of LeBeau-Thelen for specialized legal services including litigation. They have been providing those services at a billing rate of \$190.00 per hour for 3 years. They are requesting an increase to \$210.00 per hour. Staff is recommending the increase – **APPROVED AN INCREASE IN LEGAL SERVICES RATE FOR LEBEAU-THELEN TO \$210.00 PER HOUR**

**Approved An Increase In Legal Services Rate For Lebeau-Thelen To \$210.00 Per Hour
 Sm/Ni Ayes All**

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

- 1. Councilmember Phil Smith spoke in regards to the proper Code Enforcement and safe neighborhoods.
- 2. Mayor Pro-Tem Kim Nixon spoke in regards to her induction as an honorary commander on March 4th.

CLOSED SESSION

- 1. Approval of closed session minutes for February 2, 2015.
- 2. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 9E, per Government Code Section 54956.8

**Approved & Filed
 Sm/Gr Ayes All**

**Declined Exercise Of City’s Right Of First Refusal For Purchase Of Hangar 9E
 Sm/Ni Ayes All**

ADJOURNMENT

The City Council/Boards adjourned at pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, March 2, 2015 at 6:00p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 2nd day
Of March, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



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

COUNCIL REPORTS

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: FEBRUARY 23, 2015

SUBJECT: DESTRUCTION OF RECORDS

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.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI AUTHORIZING THE DESTRUCTION OF CERTAIN CITY
RECORDS**

WHEREAS, the City has certain old and unnecessary records concerning various matters of City business now in the possession of the City Clerk of the City of Tehachapi as described in Exhibit "A" attached hereto; and

WHEREAS, it is in the best interests of the City to destroy those records in order to utilize the space required for their storage.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI that the City Clerk or her representative are hereby authorized and directed to destroy the records described in Exhibit "A" attached hereto and incorporated herein by this reference.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2nd day of March 2015.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

SUSAN WIGGINS, Mayor
of the City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on March 2nd, 2015.

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

Exhibit "A"

33	Unsuccessful RFQs-Police Dpt bldg project 6/2012	CL+2	GC34090d
	Personnel Recruitment Temporary Seasonal Labor 4/08, Maintenance Worker & Admin Analyst 11/08, Adm Secretary 3/11, Secretary Part-time 9/11	CL+3	GC12946, GC6250, 29CFR1607, 29CFR1602, 29CFR1627.3
34	Hot Dog Fest 2010	CU+2	GC34090
	Vision Fdn correspondence 1999-2005	CU+2	GC34090
	Depot working papers 2005-2006	CU+2	GC34090(d)
	Fire Dept correspondence 1999-2006		
	Personnel Recruitment - Fire Dept Employment Applications 2003-2005	CL+3	GC12946, GC6250, 29CFR1607, 29CFR1602, 29CFR1627.3
35	Grants for Trees 2000-2002	CL+10 CL+4	CC337.15, 24CFR570.502(b) (3), 241CFR85.32 & OMB Cir.A-110, Attach. C
	Benz Trash Cart correspondence 6/2012-9/2012	CU+2	GC34090
	Bids - Reconstruction of Dennison Rd 2001	CL+10	CC337.15
	Water Receipts 5/1990-2/2007	AU+4	GC34090, CCP337
	General Correspondence 1991-2009	CU+2	GC34090(d)
36	UB water bill payment 1/2012-3/2012	AU+2	GC34090
37	UB water bill payment 4/2012-6/2012	AU+2	GC34090
38	Tehachapi Unified School Dist vehicle maintenance agreement terminated 2007	T+5	CCP337.2 343 B&P7042.5
	TUSD High School development correspondence /agreements 2001	T+5	CCP337.2 343 B&P7042.5
	TUSD development fees 1982 working docs	CU+2	GC34090(d)
	TUSD Agricultural zone corresp 1971-1976	CU+2	GC34090(d)
	TUSD School Crossing Guard Pgm 2006	CU+2	GC34090(d)
	Tehachapi Valley Hospital corresp 1972-1992	CU+2	GC34090(d)
	Tehachapi Valley Rec & Parks corresp 2010	CU+2	GC34090(d)
	Tehachapi Blvd Project cert for fed contract 10/1/1997-9/30/1998	T+4	GC34090 24CFR570.502 24CFR85.42
	Time Warner Cable Franchise contribution agreements copies 1994	CU+2	GC34090(d)
	Yoo, Chuck and Hyon agreement term 2005	T+5	CCP337.2 343 B&P7042.5
	Willdan Inc limited scope traffic study agreement completed 2007	T+5	CCP337.2 343 B&P7042.5
	Witt's Everything for the Office office furniture purchase agreements 2004-2007	T+5	CCP337.2 343 B&P7042.5

Vault filing system bid 2004	AU+5	GC34090 CCP337
Volunteer Master Agreement 2002 memo	CU+2	GC34090d
US Bureau of Census Annual survey of Local Gov't correspondence & proof of publication 1986-1993	CU+2	GC34090d
	CU+4	CCP343, 349
		GC911.2
US Flood Insurance Program 1974-1979	S+2	GC34090
US Flood Insurance Program 1980-1982	S+2	GC34090
US Flood Insurance Program 1981-1994	S+2	GC34090
US Dept of Transportation UMTA correspond 1989	CU+2	GC34090d
US Post correspond/working docs 1960-1985	CU+2	GC34090d
Telephone Use Policy 2004 terminated	S+2	GC34090



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

COUNCIL REPORTS

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MARCH 26, 2015

SUBJECT: CITYWIDE VOIP SOLUTION

BACKGROUND

As the Council will recall, the City contracted with Diamond Technologies for IT services in October, 2014 in an effort to better enhance and maintain IT network and systems infrastructure. As such, one of the items City staff asked Diamond Technologies to review and assess was the citywide phone systems. Currently, all phone systems remain separate from one another, which means there is no connectivity between facilities. Many of the facilities also experience dropped calls and trouble dialing out, among other issues.

After the assessment was completed and reviewed, we feel it would be in the best interest of the City to replace the existing VoIP system due to inadequate system security, system functions and related service problems caused by the existing systems. The existing system is also not manufacture supported, so service is only available from the originating installer or a specialized Asterisk programmer.

The solution we are recommending is an industry standardized known manufacture, Cisco, with an extremely large support network both from the manufacturer and other IT support vendors. This system would allow for connectivity between all facilities with the use of one platform and support the future needs of the City. The system will also allow for virtual separation between the Police Department and City, keeping us compliant with law enforcement regulations.

FISCAL IMPACT

A Citywide VoIP solution, leased to own through Dell will cost \$164,536.48. The monthly cost will be \$4,880.15 for a term of 36 months with a \$1 buy out at the end of the term. The cost of this agreement is covered within the current IT budget.

RECOMMENDATION

APPROVE THE AGREEMENT WITH DELL FINANCIAL SERVICES AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY



EFFECTIVE DATE: February 13, 2015
MASTER LEASE AGREEMENT NO. 561576-8538

LESSOR: DELL FINANCIAL SERVICES L.L.C.	LESSEE: CITY OF TEHACHAPI
<u>Mailing Address:</u> ONE DELL WAY Round Rock, TX 78682	<u>Principal Address:</u> 115 S. ROBINSON ST TEHACHAPI, CA 93561 Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date

and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force.

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase

option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee's right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected

to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is

contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES; TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products.

This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY CA LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN KERN, CA, AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT

TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either "Original" or "Counterpart Number 1".

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in

any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

<p>EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.</p> <p>CITY OF TEHACHAPI "Lessee"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p> <p>Dell Financial Services L.L.C. "Lessor"</p> <p>BY: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>



Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings “NAME OF AUTHORIZED SIGNATORY”, “TITLE OF AUTHORIZED SIGNATORY” and “SIGNATURE OF AUTHORIZED SIGNATORY”, all persons who are authorized to execute and deliver the and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the “Name of Authorized Signatory” heading, write or type his/her title under the “Title of Authorized Signatory” heading, and sign his/her name under the “Signature of Authorized Signatory” heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the “In Witness Whereof” language;**
2. The Clerk, Secretary, etc. should insert the No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert “regular” or “special” in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the “In Witness Whereof” language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the “In Witness Whereof” language of the Certificate.



SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of CITY OF TEHACHAPI, a CA public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 561576-8538 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____
(Name)

Date: _____

My commission expires: _____

PURCHASE ORDER

P.O. Number: _____

If no P.O. number is specified, the date on the P.O. will be used as the P.O. number.

Dell Customer Number: _____

P.O. Date: _____

Payment Terms
*DFS LEASE

Bill to:

Street Address:
City, State Zip
Attn:
Phone #:
Fax #:
Email:

Ship To:

Street Address:
City, State Zip
Attn:
Phone #:
Fax #:
Email:

- Customer agrees to finance the products(s) itemized on the quotation number(s) indicated below at the price(s) indicated, plus applicable taxes and shipping & handling charges, subject to the applicable Dell terms and conditions of sale located at <http://www.dell.com/terms>.
- *Lease Terms are applicable to this purchase order and are subject to Credit Approval. Additional financial information in the form of financial statements from previous years may be required.
- Please attach tax exempt letter/certificate if applicable.
- This Purchase Order may only be used for purchases within the Continental United States.

QTY	QUOTATION** OR PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL

**** ALL pages of the referenced quotation(s) MUST accompany this Purchase Order**

SUBTOTAL

Additional Instructions:

Please provide FEIN #

DFS LEASE TERMS – Circle Choices

(MONTHS) **12 18 24 30 36 48 60**

(End of Lease Option) Fair Market Value 10% Purchase Option \$1.00 Buyout

SALES TAX (IF APPLICABLE)

Please include tax exempt certificate if sales tax exempt noting vendor as Dell Financial Services

SHIPPING & HANDLING

TOTAL

Signature (Authorized Buyer): _____ **Date:** _____

Print Name (Authorized Buyer): _____

Name

Title

**Sample Company, Inc.
LEASE PURCHASE SCHEDULE NO. XXX-SAMPLE-XXX
TO MASTER LEASE AGREEMENT NO. SAMPLE**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. SAMPLE ("Agreement") DATED MM/DD/YYYY BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND Sample Company, Inc. ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: SAMPLE

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date**</u>
SAMPLE	SAMPLE	SAMPLE	SAMPLE	MM/DD/YYYY

Rent is payable: **in arrears**

Payment Period: **Quarterly**

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

<u>Payment Number/ Purchase Date</u>	<u>Rent</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price"</u>
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Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessee shall acknowledge any assignment of this Schedule in writing and complete an accurate record of all such assignments in a manner that complies with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL INDEMNIFY AND DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

- (i) purchase the Products for \$1.00 at the end of the Primary Term;
- (ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
- (iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

AGAINST INFRINGEMENT, other than the absence of any liens by, through, or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

Sample Company, Inc.
(Lessee)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

(Name/Title)

(Date)

By: _____
(Authorized Signature)

(Name/Title)

(Date)



BILLING AND LEASE SCHEDULE INFORMATION
 (THIS FORM MUST BE COMPLETED BY THE INDIVIDUAL SIGNING THE DOCUMENTS AND A MEMBER OF YOUR ACCOUNTS PAYABLE TEAM)

I. INVOICING/BILLING:

Will your accounts payable be for:

- 1 Central Location 1 for each Dept., Campus, Agency (need address for each)

Customer's accounts payable address for invoices

Company Name: CITY OF TEHACHAPI
 (as filed with your Secretary of State) _____
 Address: _____
 City, State, Zip: _____
 County: _____
 Attention: _____
 Telephone Number: _____
 Fax Number: _____
 E-Mail Address: _____

Is a Purchase Order #required on the invoice? Yes No

TAX: Where required, Sales/Use Tax will be assessed and invoiced.

Does the Customer hold a valid exemption or direct pay certificate? Yes No

If yes, please ATTACH a copy of the certificate for each state to this document.

(NOTE: A certificate must be provided for each state in which lease Products are located.)

UCC Information Required:

Federal Tax ID#:	_____	Type of Organization:	_____
State Of Organization:	_____	State ID#:	_____

How will your Purchase Orders be placed? Will one Purchase Order cover:

- | | | |
|--|--|---|
| <input type="checkbox"/> 1 Order Release | <input type="checkbox"/> Multiple Order Releases | <input type="checkbox"/> Blanket Purchase Order |
| <input type="checkbox"/> 1 Ship to Address | <input type="checkbox"/> Multiple Ship To Locations | |
| <input type="checkbox"/> 1 Group Only | <input type="checkbox"/> Multiple Groups (Depts, Campuses, Agencies) | |
| <input type="checkbox"/> 1 Entire Lease Term | <input type="checkbox"/> Specific Periods - Explain _____ | |

Please Describe your Requirements?

- Will Shipping be: Financed Billed Separately No charge by Dell
- Can you have: More than one PO#/Invoice Only 1 PO#/Invoice
- Can your PO be: Split between 2 or more invoices Must be fulfilled in 1 invoice
- Will you lease: Dell Equipment only Other Vendor(s) Equipment
- Do you intend to finance upfront tax (if applicable) on the Lease Schedules? Yes No

Please Describe your Organizational Structure:

- Commercial Public/Municipal Other-Explain _____
- 1 Group Only Multiple Groups (Depts, Campuses, Agencies)
- 1 Accounts Payable Multiple Accounts Payables (1 per Dept, Campuses, Agency)
- Lease Schedules will be reviewed by one person Requires multiple step approval process

Commencement is:

- 1st of following month Acceptance Other-Explain _____

Interim Rent is:

- Charged Not Charged Other-Explain _____

Property Tax is:

- Rebilled Annually Other-Explain _____

Fiscal Year is from _____ to _____.

Notations:

II. PREPARING CUSTOMER'S A/P SYSTEM TO REMIT PAYMENTS TO Dell Financial Services L.L.C.:

Below is information commonly requested by customers in order to assist them in setting up their accounts payable system to pay Dell Financial Services L.L.C.:

Payee Name and Address:
 Dell Financial Services L.L.C.
 Payment Processing Center
 Carol Stream, IL

Dell Financial Services L.L.C. Federal Tax ID # is: 74-2825828

What information will you require in order to set up payments to Dell Financial Services L.L.C. as a recurring payable?

III. PAYMENT METHODS to Dell Financial Services L.L.C. VIA CHECK

Mail To: **Payee Name and Address:**
 Dell Financial Services L.L.C.
 Payment Processing Center
 Carol Stream, IL

VIA WIRE TRANSFER

Please reference all information listed below to ensure proper credit each time a wire transfer is made:

Payable to: Dell Financial Services L.L.C.
ABA #: 071000039
Account #: 8188204944
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

VIA ACH

Payable to: Dell Financial Services L.L.C.
ABA #: 071000039
Account #: 8188204944
Preferred Format: CTX+
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

IV. LEASE SCHEDULES:

Please refer to the Lease Schedule Sample attached.

Name of recipient(s) to receive monthly Lease Schedules to reconcile:

Attention: _____
Address: _____
City, State, Zip: _____
Phone & FAX Numbers: _____
E-Mail Address: _____

Name of individual(s) to sign monthly Lease Schedules (this individual should be named as an authorized signatory on the Secretary/Clerk Certificate):

Attention: _____
Address: _____
City, State, Zip: _____
Phone & FAX Numbers: _____
E-Mail Address: _____

V. LEASED ASSET REPORT

Please refer to the attached Lease Asset Report Sample.

Will you require a Lease Asset Report? Yes No

If yes, how frequent? Monthly Quarterly Annually Other _____

Attention: _____
Address: _____
City, State, Zip: _____
Telephone Number: _____
FAX Number: _____
E-Mail Address: _____

Would you prefer to have your Leased Asset Report posted to your Premiere Page? Yes No

Login: _____

Address: _____

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE.

Please return this document along with all other required documents to:

Dell Financial Services L.L.C.
Public Segment Lease Administration
One Dell Way
RR3-56
Round Rock, TX 78682

Completed/Confirmed By:

Lessee: Lessee Document Signatory

Lessee Accounts Payable Representative

By: _____

Name: _____

Title: _____

Date: _____



Prepared For:

TEHACHAPI, CALIFORNIA

Ashley Whitmore

Ph: (661) 822-2200

awhitmore@tehachacityhall.com

February 11, 2015

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Proposal Expiration Date: March 13, 2015

Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Term Option	36 TELP
Diamond Technologies - Quote # 001654	CoT VoIP Solution	\$155,870.30	1	\$155,870.30	Payments: Consolidation: Payments Due: Interim Rent:	Monthly Monthly Advance None
	Tax	\$8,666.18	1	\$8,666.18	Rate Factor	36 Monthly Payments
	TOTALS			\$164,536.48	0.35128 0.35128	\$4,623.11 \$257.04 \$4,880.15
					Rate Factor	3 Annual Payments
					0.35128	\$54,754.12
					0.35128	\$3,044.26
						\$57,798.37

PLEASE NOTE:

Personal Property Taxes (PPT) do not apply to this lease.



February 11, 2015

Prepared For:

TEHACHAPI, CALIFORNIA
Ashley Whitmore
Ph: (661) 822-2200
awhitmore@tehachacityhall.com

Leasing and financing provided and serviced by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") for qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the DELL logo are trademarks of Dell Inc. Subject to applicable law and regulations. Restrictions and additional requirements may apply to transactions with governmental or public entities.

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.



Prepared For:

TEHACHAPI, CALIFORNIA
Ashley Whitmore
Ph: (661) 822-2200
awhitmore@tehachacityhall.com

February 11, 2015

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

Tiffany Collins
Financial Solutions Representative
Dell | Financial Services
office + 1 512 723-7225
Tiffany_Collins@Dell.com



Essential Use Questionnaire

Entity's Legal Name	<i>Please include any spaces, commas, etc.</i>
Customer's Contact Information	Name: Title: Phone: - - ext. Cell: - - Email: _____
1. Please provide a general description of the equipment or software to be financed.	
2. Please state how and for what purpose the products or software will be used, and explain why they are essential to the Lessee's obligation to perform these functions.	
3. Is the new equipment or software for a replacement, an upgrade, or in addition to the technology in place?	Replacement <input type="checkbox"/> Upgrade <input type="checkbox"/> Additional Technology <input type="checkbox"/> If replacement or upgrade, how old is the current equipment or software?
4. If software, is the license agreement term at least as long as the financing term? <i>If not applicable, skip to question number 7.</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
5. If software, has the software been used for three or more years?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>





6. If software, will the software be deployed across your department/agency?	Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable <input type="checkbox"/>
7. Is there a technology plan in place (aka refresh cycle)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, how long is the intended use of the equipment?
8. Please identify the specific fund from which payment will come.	
9. Will any loan or grant proceeds be directly used to make payments?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide detail.
10. Has the lease been approved by the appropriate board or authority?	Yes <input type="checkbox"/> No <input type="checkbox"/>
11. Is the lease in the current budget?	Yes <input type="checkbox"/> No <input type="checkbox"/>
12. Have there been any occurrences of non-appropriation or other defaults on a lease or bond obligation?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide detail.
13. For K-12 only: Are there any plans for school closures or consolidations in the near future?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide detail.





We have prepared a quote for you

CoT VoIP Solution

Quote # 001654
Version 1

Prepared for:

City of Tehachapi

Ashley Whitmore
awhitmore@tehachapicityhall.com

8701 Swigert Court
Bakersfield, CA 93311
<http://www.diamondtechsolutions.net>
(661) 833-5600



Wednesday, February 11, 2015

City of Tehachapi
Ashley Whitmore
115 S. Robinson Street
Tehachapi, CA 93561
awhitmore@tehachapicityhall.com

Dear Ashley,

Please find enclosed our proposal for a City wide VoIP solution for your review.

Diamond Technologies, Inc. has taken the time to review each site within the City of Tehachapi's business model. We have a proposal broken down in a phased approach based on priority need and assessment. The products we are considering for your solution are all products that we are authorized to sell, install and service. This approach gives you the advantage of having one source for hardware, software, phone, network and training support. Again, thank you for the opportunity to prepare this initial assessment.

To proceed with the proposed recommendations simply sign the authorization page with detailed pricing.

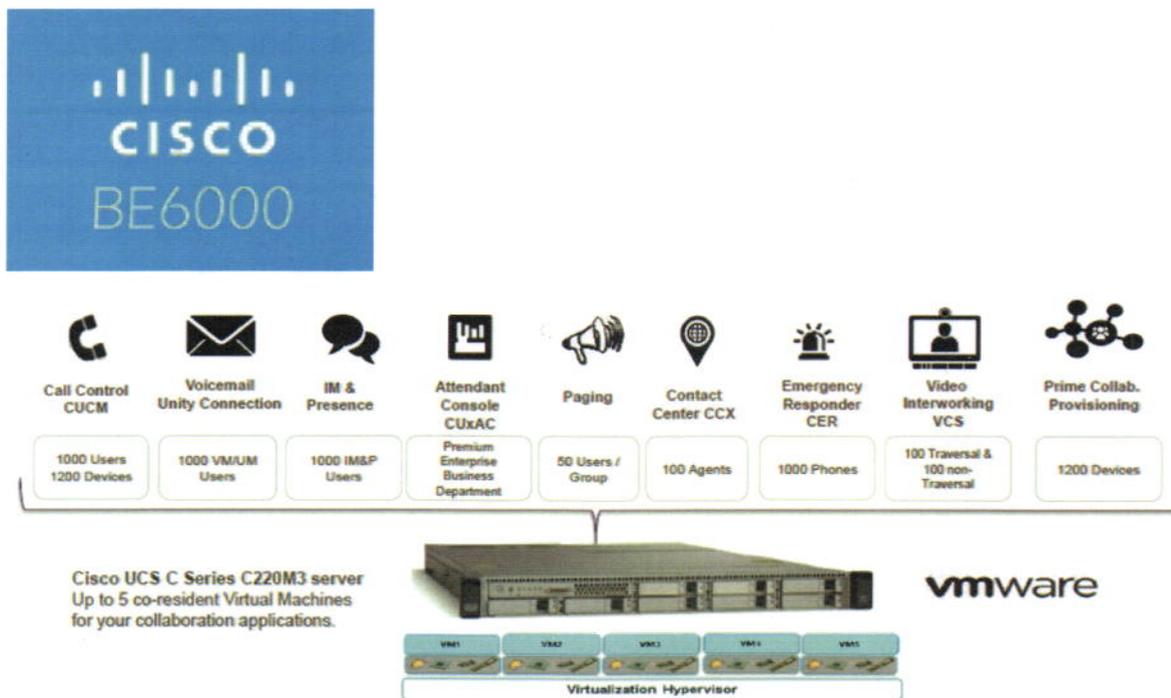
If you have any questions pertaining to the information we have prepared, please let me know. We appreciate the opportunity to serve you and look forward to working with you to provide a technologically correct solution that meets your needs.

Sincerely,

Cory Ferguson
Business Development Manager
Diamond Technologies

▶ System Description

Base system: Cisco Business Edition 6000 VoIP platform



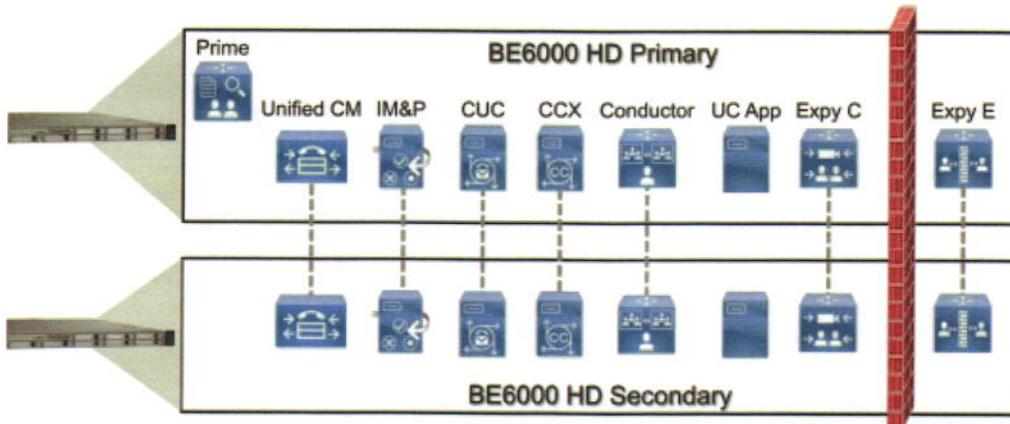
BE6000 features (partial list)

- Cisco Business Edition 6000 is a family of purpose-built, collaboration platforms that are affordable for companies ranging from 25 to 1000 employees. Each Business Edition 6000 package solves complex communications challenges with one easy-to-deploy, manage, and use platform that scales to support your business growth.
- Open and inter-operable architecture: Innovative platform models transparently support preferred third-party applications and existing telepresence and video endpoints.
- Cisco Unified Communications Manager (Cisco Unified CM) is the call-processing engine of Cisco's Collaboration Architecture. It extends voice and video features to network devices such as IP phones, telepresence endpoints, media-processing devices, gateways, and multimedia applications. It is equipped with instant messaging and presence services, and multimedia conferencing, collaborative contact centers, and interactive multimedia response systems are made possible through Cisco Unified CM open telephony APIs.
- Cisco Unity Connection integrates voice-messaging and voice-recognition functions to provide continuous global access to calls and messages. Its advanced convergence-based communication services allow you to use natural-language voice commands to place calls or listen to messages in hands-free mode and to check voice messages from your desktop, either from your email inbox or using a web browser. It also provides robust Automated Attendant functions, including intelligent routing for incoming calls and easily customizable call-screening and message-notification options.
- Cisco Unified Attendant Consoles provide the human attendant console operator with the tools to quickly accept and effectively dispatch incoming calls to individuals across the organization.

This solution is readily available and will support the entire City of Tehachapi's VoIP needs in the future.

The system is able to be virtually separated between the Police Department and City while staying compliant with law

enforcement regulations.



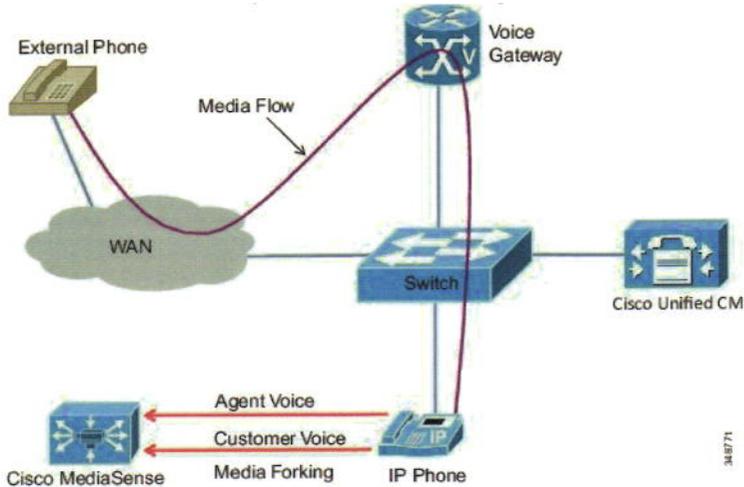
Optional addition of voice recording

With the addition of Cisco's MediaSense recording of calls is seamlessly integrated and can be configured in two ways. 1) always record all calls or 2) only record when activated by user, note that this option may not be available using the existing Cisco SPA* phones on site. Should any of the existing IP phones be found not compatible, a change order will be required to replace those phones.

MediaSense features (partial list) see

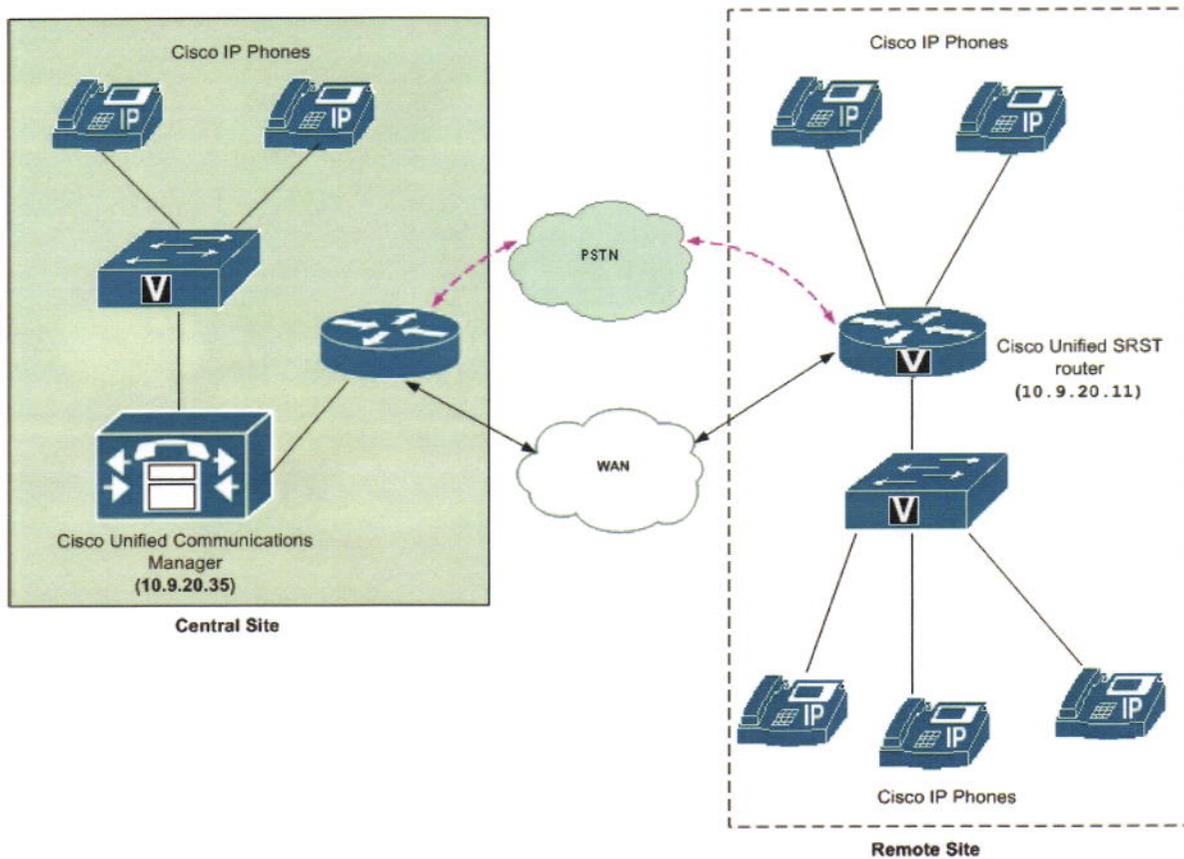
<http://www.cisco.com/c/en/us/products/customer-collaboration/mediasense/index.html> for complete scope of MediaSense features.

- Businesses and organizations need to record calls for a variety of reasons, including regulatory compliance, quality management, legal discovery, employee education, business intelligence, and customer service optimization. Unfortunately, traditional recording solutions can make recording difficult and expensive to implement.
- Audio recording, Audio live monitor & Audio play
 - The unified network platform performs dual audio stream recording of conversations (that is, it records both sides of the conversation as separate but correlated entities), facilitating speech analytics.
 - Audio recording is lossless (that is, no data is thrown out), helping ensure that each recording is of the highest possible quality.
 - Live monitoring allows customer care supervisors to listen to a caller or agent conversation even while the conversation is being recorded.
 - Audio play functions support straightforward playback of recorded conversations.
- Basic archival of recordings & retention
 - Cisco MediaSense can archive old recordings to Secure File Transfer Protocol (SFTP) locations. The recordings are exported as MP4 files, along with associated metadata in text file format, allowing easy search capability.
 - Retention policies provide storage for a configurable period, with automated deletion on a rolling basis (for example, every day all recordings older than a specified number of days are deleted).
 - Operating modes allow you to decide whether to optimize storage for new conversations ("recording priority") or preserve existing ones ("retention priority").



Cisco Unified Survivable Remote Site Telephony (SRST) offers:

- Reliable communications to branch office deployments to ensure business continuity and customer satisfaction.
- Intelligent and automatic failover configuration without manual IT or telecom intervention



Optional VoIP handsets available upon request or as needed to fulfill incompatibility of existing SIP phones.

- Basic phone Cisco 8841
- Administrative phone Cisco 8851
- Executive phone Cisco 8861
- Conference room phone Cisco 8831

Cisco Business Edition 6000 supports a wide variety of Cisco Unified IP Phones

Unified IP Phone 6900 Series



Unified IP Phone 8900 Series



Unified IP Phone 9900 Series



Unified IP Phone 7900 Series



- Additional phone types available please visit http://www.cisco.com/c/dam/en/us/products/collateral/collaboration-endpoints/unified-ip-phone-7940g/prod_brochure0900aecd800f6d4a.pdf for a complete list of Cisco phones.



TPD

Item	Description	Price	Qty	Ext. Price
Phase 1 - Tehachapi Police Department				
<p>Diamond Technologies is recommending replacement of the existing VoIP solution due to system security, system functions and related service problems based on the existing solution. The existing system is not manufacture supported so service is only available from the originating installer or a specialized Asterisk programmer. The solution that Diamond Technologies is recommending is an industry standardized known manufacture with an extremely large support network both from the manufacture and other IT support vendors.</p> <p>Major steps in work to provide and install One (1) Cisco BE6K VoIP Unified Communications Manager;</p> <ul style="list-style-type: none"> • Provide and install one (1) Cisco voice services router, this provides connectivity to the the AT&T PSTN/PRI services and LAN connectivity for the IP phones. 3Yr Manufactures Support Warranty • Provide and install one (1) Cisco voice server, this provides the hardware platform for all voice service software. 3Yr Manufactures Support Warranty • Provide and install one (1) Cisco 10/100/1000 PoE switch, this provides LAN connectivity and power to the IP phones. 1Yr Manufactures Limited Support Warranty • Provide professional services to configure and deploy all of the new hardware and software. • Provide professional services to configure the existing Cisco SPA* IP Phones, note that these existing phones while supported via SIP protocol will not be 100% feature rich. Diamond Technologies recommends replacement of the existing phones over time to support all of the Cisco BE6K features. • Professional services for infrastructure deployment and troubleshooting on existing cabling system. 				
C2901-VSEC/K9	 <p>Cisco 2901 Integrated Services Router</p> <p>Part NumberDescriptionQTYC2901-VSEC/K9Cisco 2901 UC Sec.Bundle PVDM3-16 UC&SEC License FL-CUBE101PWR-2901-ACCisco 2901 AC Power Supply1CAB-ACAC Power Cord (North America) C13 NEMA 5-15P 2.1m1HWIC-BLANKBlank faceplate for HWIC slot on Cisco ISR2ISR-CCP-EXPCisco Config Pro Express on Router Flash1MEM-2900-512MB-DEF512MB DRAM for Cisco 2901-2921 ISR (Default)1MEM-CF-256MB256MB Compact Flash for Cisco 1900 2900 3900 ISR1PVDM3-1616-channel high-density voice and video DSP module1SL-29-IPB-K9IP Base License for Cisco 2901-29511SL-29-SEC-K9Security License for Cisco 2901-29511SL-29-UC-K9Unified Communication License for Cisco 2901-29511FL-CUBEE-5Unified Border Element Enterprise License - 5 sessions2S29UK9-15501TCisco 2901-2921 IOS UNIVERSAL1VIC2-2FXOTwo-port Voice Interface Card - FXO (Universal)1VVIC3-1MFT-T1/E11-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E11PVDM3-6464-channel high-density voice and video DSP module1</p>	\$11,584.57	1	\$11,584.57
CON-3SNT-2901VSEC	3YR SMARTNET 8X5XNBD Cisco 2901 Voice Sec	\$249.20	1	\$249.20

TPD

Item	Description	Price	Qty	Ext. Price
 BE6K-ST-BDL-K9	Cisco BE6000 Medium Density Server Part NumberDescriptionQTYBE6K-ST-BDL-K9=Cisco BE6000 Medium Density Server Export Restricted SW1CAB-9K12A-NAPower Cord 125VAC 13A NEMA 5-15 Plug North America1UC-RAID-9271MegaRAID 9271-8i + Battery Backup for C240 and C2201CIT-SD-16G-C22016GB SD Card Module for C220 servers1CIT-PSU-BLKPPower Supply Blanking Panel/Filler1VMW-VS5-SNSCisco UC Virt. Hypervisor 5.x - SnS1UC-PSU-650W650W Power Supply Unit For UCSC C220 Rack Server1BE6K-SW-9X10XCisco Business Edition 6000 - Software App Version 9.X 10.X1UC-CPU-E5-26092.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz2R2XX-RAID10Enable RAID 10 Setting1UC-A03-D500GC3500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted4UC-MR-1X082RY-A8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v4VMW-VS5-HYP-K9Cisco UC Virt. Hypervisor 5.x (2-socket)1 KEY-UCM-ADMIN2-K9=CUCM Admin Security Token 7.1 or Newer4 R-CBE6K-K9Cisco Business Edition 6000-Electronic SW Delivery-Top Level1BE6K-SW-10.XBusiness Edition 6000 v10 export restricted software1BE6K-START-UCL25BE 6000 - UCL Starter Bundle with 25 Enh and 25 VM Licenses1BE6K-UCL-ENHCisco Business Edition 6000 - Enhanced User Connect License25UCN-10X-VM-UCLBE6K - Unity Connection 10x - Voicemail License25PC-10X-STANDARD-K9Prime Collaboration Standard 10.x1UCXN-10X-SCPORTSBE6K - Unity Connection 10x - VM Speech Connect Ports2BE6K-UXL-STARTBE6K Starter Pack - Single Fulfillment Enforcement1BE6K-PAKCisco Business Edition 6000 - PAK - Single Fulfillment1UCM-10X-ENH-UCLBE6K UCM 10X Enhanced User Connect License - Single50	\$21,133.32	1	\$21,133.32
 CON-3SNT-BE6KSTBD	3YR SMARTNET 8X5XNBD Cisco Business Edition 6000 UCS Srv 9.0	\$195.27	1	\$195.27
CON-ECMU-	SWSS UPGRADES Cisco Business Editi	\$0.00	1	\$0.00

TPD

Item	Description	Price	Qty	Ext. Price
RCBE6KK 				
CON-ECMU-UCN10XVM 	SWSS UPGRADES BE6K - Unity Connect	\$6.44	25	\$161.00
CON-ECMU-UCMENHUC 	SWSS UPGRADES BE6K UCM 10X Enhance	\$10.30	50	\$515.00
WS-C2960S-24PS-L 	Catalyst 2960S 24 GigE PoE 370W 4 x SFP LAN Base	\$2,076.75	1	\$2,076.75
CON-SW-2960S2PS 	SMARTNET NO RMA Catalyst 2960S Stack	\$30.42	1	\$30.42
DTS-Labor 	TPD Phase 1, VoIP Professional Installation Services	\$150.00	48	\$7,200.00

Subtotal: **\$43,145.53**



Voice Recording

Item	Description	Price	Qty	Ext. Price
Phase 1 - Optional addition of voice recording With the addition of Cisco's MediaSense recording of calls is seamlessly integrated and can be configured in two ways. 1) always record all calls or 2) only record when activated by user, note that this option may not be available using the existing Cisco SPA* phones on site. Should any of the existing IP phones be found not compatible, a change order will be required to replace those phones.				
MCP10-LIC-K9	MediaSense 10.x Software for 18 users Part NumberDescriptionQTYMCP10-LIC-K9MediaSense 10.x Software1MCP-SVR-10X-SWOne Server License (One Primary or One Secondary Node)1MCP-BASE-10X-LICMediaSense Base Port License18MCP-C-10X-AUD-LICMediaSense Audio Session18	\$8,072.20	1	\$8,072.20
DTS-Labor	VoIP recording option. Professional Installation Services	\$150.00	10	\$1,500.00

Subtotal: **\$9,572.20**



City Wide

Item	Description	Price	Qty	Ext. Price
<p>Phase 2 - Tehachapi City Hall 115 S. Robinson Street with full city integration for all sites</p> <p>To expand the VoIP system to all city sites an additional server including software is required, this is accomplished by adding on to the existing framework. This equipment will allow the City to be physically segregated from the TPD phone system yet also allow the systems to look like one integrated solution.</p> <p>Major steps in work to provide and install One (1) city wide expansion to the existing Cisco BE6K VoIP Unified Communications Manager located at TPD Data Center;</p> <ul style="list-style-type: none"> • Provide and install one (1) Cisco voice services router, this provides connectivity to the the AT&T PSTN/PRI services and LAN connectivity for the IP phones (located at City Hall). 3Yr Manufactures Support Warranty • Remote survivability is also accomplished with this router as well, should the WAN or PRI connection be lost voice communications will remain operational though limited thru POTS line connections. • Provide and install one (1) Cisco voice server, this provides the hardware platform for all voice service software (located at TPD Data Center). 3Yr Manufactures Support Warranty • Provide and install one (1) Cisco 10/100/1000 PoE switch, this provides LAN connectivity and power to the IP phones (located at City Hall). 1Yr Manufactures Limited Support Warranty • Provide professional services to configure and deploy all of the new hardware and software. • Provide professional services to configure the existing Cisco SPA* IP Phones, note that these existing phones while supported via SIP protocol will not be 100% feature rich. Diamond Technologies recommends replacement of the existing phones over time to support all of the Cisco BE6K features. Note: no existing SPA* IP phones are currently located at the City Hall location. • Professional services for infrastructure deployment and troubleshooting on existing cabling system. Note: Existing NEC PBX is a digital Hybrid and cabling to existing phones may not be suitable for IP phones, Diamond Technologies plans to use the existing computer cabling system for new IP phones. The existing computers will connect thru the new IP phones, as it acts as a network switch. Where computer cabling does not exist new Cat5E or better cabling will be required and will be considered a change order. <p>Excluded from the hardware listed below is the new annex building located at 129 East F st.</p>				
C2901-VSEC/K9	<p>Cisco 2901 Integrated Services Router</p> <p>Part NumberDescriptionQTYC2901-VSEC/K9Cisco 2901 UC Sec.Bundle PVD3-16 UC&SEC License FL-CUBE101PWR-2901-ACCisco 2901 AC Power Supply1CAB-ACAC Power Cord (North America) C13 NEMA 5-15P 2.1m1HWIC-BLANKBlank faceplate for HWIC slot on Cisco ISR2ISR-CCP-EXPCisco Config Pro Express on Router Flash1MEM-2900-512MB-DEF512MB DRAM for Cisco 2901-2921 ISR (Default)1MEM-CF-256MB256MB Compact Flash for Cisco 1900 2900 3900 ISR1PVD3-1616-channel high-density voice and video DSP module1SL-29-IPB-K9IP Base License for Cisco 2901-29511SL-29-SEC-K9Security License for Cisco 2901-29511SL-29-UC-K9Unified Communication License for Cisco</p>	\$11,139.01	1	\$11,139.01

City Wide

Item	Description	Price	Qty	Ext. Price
	2901-29511FL-CUBEE-5Unified Border Element Enterprise License - 5 sessions2S29UK9-15501TCisco 2901-2921 IOS UNIVERSAL1VIC2-2FXOTwo-port Voice Interface Card - FXO (Universal)1VVIC3-1MFT-T1/E11-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E11PVDM3-6464-channel high-density voice and video DSP module1			
CON-3SNT-2901VSEC	3YR SMARTNET 8X5XNBD Cisco 2901 Voice Sec	\$239.61	1	\$239.61
				
BE6K-ST-BDL-K9	Cisco BE6000 Medium Density Server	\$20,320.50	1	\$20,320.50
				
	Part NumberDescriptionQTYBE6K-ST-BDL-K9=Cisco BE6000 Medium Density Server Export Restricted SW1CAB-9K12A-NAPower Cord 125VAC 13A NEMA 5-15 Plug North America1UC-RAID-9271MegaRAID 9271-8i + Battery Backup for C240 and C2201CIT-SD-16G-C22016GB SD Card Module for C220 servers1CIT-PSU-BLKPPower Supply Blanking Panel/Filler1VMW-VS5-SNSCisco UC Virt. Hypervisor 5.x - SnS1UC-PSU-650W650W Power Supply Unit For UCSC C220 Rack Server1BE6K-SW-9X10XCisco Business Edition 6000 - Software App Version 9.X 10.X1UC-CPU-E5-26092.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz2R2XX-RAID10Enable RAID 10 Setting1UC-A03-D500GC3500GB 6Gb SATA 7.2K RPM SFF Hot Plug/Drive Sled Mounted4UC-MR-1X082RY-A8GB DDR3-1600-MHz RDIMM/PC3-12800/Dual Rank/1.35v4VMW-VS5-HYP-K9Cisco UC Virt. Hypervisor 5.x (2-socket)1 KEY-UCM-ADMIN2-K9=CUCM Admin Security Token 7.1 or Newer4 R-CBE6K-K9Cisco Business Edition 6000-Electronic SW Delivery-Top Level1BE6K-SW-10.XBusiness Edition 6000 v10 export restricted software1BE6K-START-UCL25BE 6000 - UCL Starter Bundle with 25 Enh and 25 VM Licenses1BE6K-UCL-ENHCisco Business Edition 6000 - Enhanced User Connect License25UCN-10X-VM-UCLBE6K - Unity Connection 10x - Voicemail License25PC-10X-STANDARD-K9Prime Collaboration Standard 10.x1UCXN-10X-SCPORTSBE6K - Unity Connection 10x - VM Speech Connect Ports2BE6K-UXL-STARTBE6K Starter Pack - Single Fulfillment Enforcement1BE6K-PAKCisco Business Edition 6000 - PAK - Single Fulfillment1UCM-10X-ENH-UCLBE6K UCM 10X Enhanced User			

City Wide

Item	Description	Price	Qty	Ext. Price
	Connect License - Single50			
CON-3SNT- BE6KSTBD	3YR SMARTNET 8X5XNBD Cisco Business Edition 6000 UCS Srv 9.0	\$187.76	1	\$187.76
				
CON-ECMU- RCBE6KK	SWSS UPGRADES Cisco Business Editi	\$0.00	1	\$0.00
				
CON-ECMU- UCN10XVM	SWSS UPGRADES BE6K - Unity Connect	\$6.19	25	\$154.75
				
CON-ECMU- UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance	\$9.90	50	\$495.00
				
WS-C2960S- 24PS-L	Catalyst 2960S 24 GigE PoE 370W 4 x SFP LAN Base	\$1,996.88	1	\$1,996.88
				
CON-SW- 2960S2PS	SMARTNET NO RMA Catalyst 2960S Stack	\$29.25	1	\$29.25
				
DTS-Labor	City Wide, VoIP Professional Installation Services	\$150.00	40	\$6,000.00



City Wide

Item	Description	Price	Qty	Ext. Price

Subtotal: **\$40,562.76**

Airport Lounge

Item	Description	Price	Qty	Ext. Price
	Tehachapi Airport Lounge 314 North Hayes Per Ashley Whitmore's request: <ul style="list-style-type: none"> • Order 1 analog line from AT&T • Client will provide a single line • Airport Lounge will not be a part of the Cisco VOIP solution 			

Subtotal: **\$0.00**

Airport Office

Item	Description	Price	Qty	Ext. Price
	Option - Tehachapi Airport Office 100 Commercial Way Once the city hall option is complete additional sites will only require a router for remote survivability, a PoE switch and IP phones to be added to the city VoIP system. Major steps in work to provide and install One (1) city site expansion to the existing city Cisco BE6K VoIP Unified Communications Manager located at TPD Data Center; <ul style="list-style-type: none"> • Provide and install one (1) Cisco voice services router, this provides connectivity to the the AT&T PSTN/PRI services and LAN POE connectivity for the IP phones (located at site). 1Yr Manufactures Limited Support Warranty • Remote survivability is also accomplished with this router as well, should the WAN or PRI connection be lost voice communications will remain operational though limited thru POTS line connections. • Provide and install one (1) Cisco 10/100/1000 PoE switch, this provides LAN connectivity and power to the IP phones (located at City Hall). 1Yr Manufactures Limited Support Warranty • Provide professional services to configure and deploy all of the new hardware and configure the existing software. • Provide professional services to configure the existing Cisco SPA* IP Phones, note that these existing phones while supported via SIP protocol will not be 100% feature rich. Diamond Technologies recommends replacement of the existing phones over time to support all of the Cisco BE6K features. • Professional services for infrastructure deployment and troubleshooting on existing cabling system. 			
CISCO2901-V/K9	Cisco 2901 Voice Bundle PVD3-16 UC License PAK FL-CUBE10; SRST	\$7,044.98	1	\$7,044.98



Airport Office

Item	Description	Price	Qty	Ext. Price
	CISCO2901-V/K9Cisco 2901 Voice Bundle PVDM3-16 UC License PAK FL-CUBE101PWR-2901-POECisco 2901 AC Power Supply with Power Over Ethernet1CAB-ACAC Power Cord (North America) C13 NEMA 5-15P 2.1m1HWIC-BLANKBlank faceplate for HWIC slot on Cisco ISR1ISR-CCP-EXPCisco Config Pro Express on Router Flash1MEM-2900-512MB-DEF512MB DRAM for Cisco 2901-2921 ISR (Default)1MEM-CF-256MB256MB Compact Flash for Cisco 1900 2900 3900 ISR1SL-29-IPB-K9IP Base License for Cisco 2901-29511SL-29-UC-K9Unified Communication License for Cisco 2901-29511FL-CUBEE-5Unified Border Element Enterprise License - 5 sessions2S29UK9-15403MCisco 2901-2921 IOS UNIVERSAL1FL-SRSTCisco Survivable Remote Site Telephony License1FL-CME-SRST-5Communication Manager Express or SRST - 5 seat license2EHWIC-D-8ESG-PEight port 10/100/1000 Ethernet switch interface card w/ PoE1VIC2-2FXOTwo-port Voice Interface Card - FXO (Universal)1PVDM3-16U32PVDM3 16-channel to 32-channel factory upgrade1			
CON-SW-2901V	SMARTNET NO RMA Cisco 2901 Voice Bun	\$64.95	1	\$64.95
				
DTS-Labor	VoIP Professional Installation Services	\$150.00	16	\$2,400.00
				

Subtotal: **\$9,509.93**

PW - Maint Bldg

Item	Description	Price	Qty	Ext. Price
Option - Tehachapi Public Works Maintenance building 800 Enterprise Way Once the city hall option is complete additional sites will only require a router for remote survivability, a PoE switch and IP phones to be added to the city VoIP system. Major steps in work to provide and install One (1) city site expansion to the existing city Cisco BE6K VoIP Unified Communications Manager located at TPD Data Center; <ul style="list-style-type: none"> • Provide and install one (1) Cisco voice services router, this provides connectivity to the the AT&T PSTN/PRI services and LAN POE connectivity for the IP phones (located at site). 1Yr Manufactures Limited Support Warranty • Remote survivability is also accomplished with this router as well, should the WAN or PRI connection be lost voice communications will remain operational though limited thru POTS line connections. • Provide professional services to configure and deploy all of the new hardware and configure the existing software. • Provide professional services to configure the existing Cisco SPA* IP Phones, note that these existing phones while supported via SIP protocol will not be 100% feature rich. Diamond Technologies recommends replacement of the existing phones over time to support all of the Cisco BE6K features. • Professional services for infrastructure deployment and troubleshooting on existing cabling system. 				
C881-V-K9 	Cisco881 - FE WAN, 4 FXS, 2BRI, 1FXO; SRST	\$2,628.32	1	\$2,628.32
CON-SW-C881VK8 	SMARTNET NO RMA Cisco881 FE WAN 4 FXS/2BRI 1FXO	\$21.48	1	\$21.48
DTS-Labor 	VoIP Professional Installation Services	\$150.00	16	\$2,400.00

Subtotal: **\$5,049.80**



PW - WWTP

Item	Description	Price	Qty	Ext. Price
Option - Tehachapi Public Works Water Department 750 Enterprise Way				
<p>Once the city hall option is complete additional sites will only require a router for remote survivability, a PoE switch and IP phones to be added to the city VoIP system.</p> <p>Major steps in work to provide and install One (1) city site expansion to the existing city Cisco BE6K VoIP Unified Communications Manager located at TPD Data Center;</p> <ul style="list-style-type: none"> • Provide and install one (1) Cisco voice services router, this provides connectivity to the the AT&T PSTN/PRI services and LAN POE connectivity for the IP phones (located at site). 1Yr Manufactures Limited Support Warranty • Remote survivability is also accomplished with this router as well, should the WAN or PRI connection be lost voice communications will remain operational though limited thru POTS line connections. • Provide and install one (1) Cisco 10/100/1000 PoE switch, this provides LAN connectivity and power to the IP phones (located at City Hall). 1Yr Manufactures Limited Support Warranty • Provide professional services to configure and deploy all of the new hardware and configure the existing software. • Provide professional services to configure the existing Cisco SPA* IP Phones, note that these existing phones while supported via SIP protocol will not be 100% feature rich. Diamond Technologies recommends replacement of the existing phones over time to support all of the Cisco BE6K features. • Professional services for infrastructure deployment and troubleshooting on existing cabling system. 				
CISCO2901-V/K9	<p>Cisco 2901 Voice Bundle PVD3-16 UC License PAK FL-CUBE10; SRST</p> <p>CISCO2901-V/K9Cisco 2901 Voice Bundle PVD3-16 UC License PAK FL-CUBE10PWR-2901-POECisco 2901 AC Power Supply with Power Over Ethernet1CAB-ACAC Power Cord (North America) C13 NEMA 5-15P 2.1m1HWIC-BLANKBlank faceplate for HWIC slot on Cisco ISR1ISR-CCP-EXPCisco Config Pro Express on Router Flash1MEM-2900-512MB-DEF512MB DRAM for Cisco 2901-2921 ISR (Default)1MEM-CF-256MB256MB Compact Flash for Cisco 1900 2900 3900 ISR1SL-29-IPB-K9IP Base License for Cisco 2901-29511SL-29-UC-K9Unified Communication License for Cisco 2901-29511FL-CUBEE-5Unified Border Element Enterprise License - 5 sessions2S29UK9-15403MCisco 2901-2921 IOS UNIVERSAL1FL-SRSTCisco Survivable Remote Site Telephony License1FL-CME-SRST-5Communication Manager Express or SRST - 5 seat license2EHWIC-D-8ESG-PEight port 10/100/1000 Ethernet switch interface card w/ PoE1VIC2-2FXOTwo-port Voice Interface Card - FXO (Universal)1PVD3-16U32PVD3 16-channel to 32-channel factory upgrade1</p>	\$7,044.98	1	\$7,044.98
CON-SW-2901V	SMARTNET NO RMA Cisco 2901 Voice Bun	\$64.95	1	\$64.95



PW - WWTP

Item	Description	Price	Qty	Ext. Price
 DTS-Labor	VoIP Professional Installation Services	\$150.00	16	\$2,400.00

Subtotal: **\$9,509.93**

SOW Assumptions/Exclusions

Item	Description	Price	Qty	Ext. Price
<p>Assumptions</p> <ul style="list-style-type: none"> This is a fixed project price based on scope of work provided. Final pricing and configuration are subject to change via approved change order only, changes such as added hardware, software, licensing, shipping and taxes will be in writing and approved by client before commencement by Diamond Technologies. All client requests adds, moves or change orders will be an additional charge added to project quoted. Projects may require floor plans, network diagrams, site surveys, vendor information or carrier bills. Coordination with utility providers or remote sites or WAN connectivity, is included but limited and may lead to out of scope items. Client network environment has no known major issues that may prohibit successful project completion. While Diamond Technologies has completed a network assessment unknown challenges may occur. All work to be completed during normal working hours of 8am to 5pm Mon-Fri. If after hour or weekend work required hourly rate will be increased by 1.5 per hour factor. Any additional services requested outside the above mentioned scope will require a signed Change Order for additional material and or Labor. Diamond Technologies reserves the right to sub-contract as needed based on project type, project specialization and scheduling. <p>Exclusions</p> <ul style="list-style-type: none"> Electrical power upgrades/changes or special requirements. HVAC upgrades/changes or special requirements. Expedited shipping (overnight, 2-day, red, orange or other express shipping types) 				

Subtotal: **\$0.00**

Optional VoIP handsets

Item	Description	Price	Qty	Ext. Price
	Desktop IP Phones		0	
CP-8841-K9= 	Cisco 8841 IP Phone - Cable - Wall Mountable - VoIP - Caller ID - Speakerphone Unified Communications Manager, Unified Communications Manager Express, User Connect License - 2 x Network (RJ-45) - PoE Ports	\$371.25	79	\$29,328.75
84693-11 	Plantronics CS540 Headset - Mono - Black, Silver - Wireless - DECT - 350 ft - Over-the-head, Over-the-ear, Behind-the-neck - Monaural - Semi-open - Noise Cancelling Microphone	\$275.70	0	\$0.00
DTS-Labor 	T&M professional services for new phone deployment, software provisioning and on-site installation	\$8,000.00	1	\$8,000.00
83359-11 	Plantronics Savi W445 Headset - Mono - Wireless - DECT - 300 ft - Over-the-ear, Over-the-head, Behind-the-neck - Monaural - Supra-aural - Noise Cancelling Microphone	\$238.28	5	\$1,191.40
82396-11 	Plantronics Savi 430 Earset - Mono - Wireless - DECT - 300 ft - Over-the-ear - Monaural - Open - Noise Cancelling Microphone	\$202.74	0	\$0.00

Subtotal: **\$38,520.15**



CoT VoIP Solution



Prepared by:

Diamond Technologies

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Prepared for:

City of Tehachapi

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Tehachapi, CA 93561
Ashley Whitmore
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6618222200

Quote Information:

Quote #: 001654

Version: 1
Delivery Date: 02/11/2015
Expiration Date: 02/18/2015

Quote Summary

Description	Amount
TPD	\$43,145.53
Voice Recording	\$9,572.20
City Wide	\$40,562.76
Airport Lounge	\$0.00
Airport Office	\$9,509.93
PW - Maint Bldg	\$5,049.80
PW - WWTP	\$9,509.93
SOW Assumptions/Exclusions	\$0.00
Optional VoIP handsets	\$38,520.15

Subtotal: \$155,870.30

Tax: \$8,666.18

Total: \$164,536.48

Terms and Conditions

The enclosed material is proprietary to Diamond Technologies Inc., and is therefore copyrighted material. This material is presented for the purpose of agreement to services and may not be disclosed in any manner to anyone other than the addressee and employees or an authorized representative of the herein addressed firm hereafter referred to as "Client".

The enclosed material is time sensitive and is therefore considered firm for 30 days from date of proposal. Diamond Technologies Inc., reserves the right to modify any of the enclosed or related details thereafter. This proposal and pricing outlined herein is only valid when purchased as a complete hardware, software, and service solution unless otherwise agreed to by the Account Manager.

Invoice/Payment Terms: Invoices for Services will be issued on a monthly basis based on actual Services performed during the previous Diamond Technologies fiscal month. Payment is due thirty (30) days from date of invoice.



Expenses: Customer will be responsible for any Service related expenses including actual, reasonable and necessary travel and living expenses Diamond Technologies incurs, as invoiced at the time of incurrence, in connection with delivering the Services.

Taxes: Diamond Technologies' pricing may not include applicable local taxes.

Scope Changes: Additional fees will apply for any; Adds/Moves or Changes, requested by client and added to the scope of the Services. Any additional work that is required outside the scope of this SOW requires written approval by Customer and Diamond Technologies as described in the Change Control Process detailed in this SOW.

Services Scheduling: Services may not be scheduled or commenced until the Purchase Order (if any) and signed SOW is received by Diamond Technologies. Upon receipt of a signed SOW and Purchase Order, a Diamond Technologies Project Manager will typically contact you within 3 business days to begin Services scheduling. Services Scheduling will be based upon Customer's schedule preferences/requirements and the availability of required resources.

Pricing: The terms offered by Diamond Technologies under this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery of this SOW to Customer. In the event this SOW is executed by Customer after such thirty (30) day period, Diamond Technologies may in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject such SOW and may provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.

Termination: Customer may terminate this SOW for convenience upon providing Diamond Technologies with thirty (30) days written notice. Upon any termination of this SOW or the associated Agreement, Customer shall pay all of Diamond Technologies' unpaid fees and out-of-pocket expenses accrued through the effective date of such termination. If Customer fails to perform any payment obligations hereunder and such failure remains un-remedied for fifteen (15) days, Diamond Technologies may suspend its performance until payment is received or terminate this SOW and the associated Agreement upon written notice.

Order of Precedence: This SOW, together with the Purchase Order (if any) and the Agreement, states all of the rights and responsibilities of, and supersedes all prior and contemporaneous oral and written communications between Diamond Technologies and Customer regarding this Service. The use of pre-printed forms, such as Purchase Orders, will be for convenience only, and all pre-printed terms and conditions stated on such forms will not apply to this Agreement. Should a conflict arise between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW, second the Agreement, and third the Purchase Order (if any); provided, however, that any terms and conditions printed on the Purchase Order shall not apply.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Diamond Technologies will perform the services outlined in this document according to our understanding of your desired results as agreed upon by both Client and Diamond Technologies, Inc.

If Diamond Technologies, Inc. encounters any configuration or migration issues outside of the scope, as defined above, we will immediately notify the Client and take the appropriate action to redefine the scope of work and adjust the time and materials required accordingly.

I have read and agree to the Terms and Conditions provided. I am an authorized agent with authority to enter into this



agreement with Diamond Technologies Inc. I hereby confirm to you that the information and arrangements outlined and the terms of payment are acceptable to us. Our deposit is attached. This agreement can not be canceled or modified without written permissions. Support Services rates are subject to change with notification.

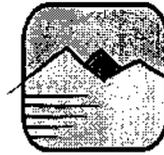
Signature

Date

Accounts Payable

Checks by Date - Detail By Vendor Number

User: hthomas
 Printed: 2/25/2015 - 3:50 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0020	American Water Works Association		
Check No:	0	Check Date:	
	7000971370	Wtr/T Macias-Mem Dues 5/1/15-4/30/16	249.00
	7000971371	Wtr/T Brown-Mem Dues 5/1/15-4/30/16	249.00
		Check Total:	498.00
		Vendor Total:	498.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B194283-1	Wtr/samples/East I St/West D St/Canyon Dr Wes	36.00
	B194283-2	Wtr/samples/Minton Well/Highline Resv	50.00
	B194658-2	Wtr/samples/Mullbery/Fig/ Hickory	36.00
	B194658-2	Wtr/samples/Curry Well/ Curry Resv #1 & #2	75.00
	B194941	Wtr/samples/Curry Resv	15.00
	B194946	Wtr/samples/Dennison & Mojave Wells	30.00
	B195199-1	Wtr/samples/Mojave & Pinon Wells	50.00
	B195199-2	Wtr/samples/Oakwood/Brentwood/Tanglewood	36.00
	B195387	Wtr/samples/Influent/Effluent	325.00
		Check Total:	653.00
		Vendor Total:	653.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0072530	Swr/1st Quarter 2015 Monitoring	4,000.00
		Check Total:	4,000.00
		Vendor Total:	4,000.00
0182	P&J Electric Inc.		
Check No:	0	Check Date:	
	4880	Wtr/Electrician foreman hrs/trbl shoot Curry We	477.36
		Check Total:	477.36
		Vendor Total:	477.36
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1399768	GG/General Prof Svcs through 01/31/15	681.50
	1399769	PD/Graff & Disney lit-legal svcs through 01/31/	4,130.00
	1399770-1	PD/Negotiations 2014 Prof Svcs through 01/31/1	893.00
	1399770-2	PW/Negotiations 2014 Prof Svcs through 01/31/	2,232.50
		Check Total:	7,937.00
		Vendor Total:	7,937.00

Vendor	Invoice No	Line Description	Check Amount
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	28	GG/Broome Family Trust v City of Tehachapi Ja	7,509.65
	44	GG/Walmart CEQA Litigation Jan 2015	4,969.38
		Check Total:	12,479.03
		Vendor Total:	12,479.03
0275	Lubrication Engineers Inc.		
Check No:	0	Check Date:	
	JN269719	Swr/Ind lubricant/gear lube/engine oil/15G R&C	3,674.52
		Check Total:	3,674.52
		Vendor Total:	3,674.52
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140192352	Swr/dust mop/#2-3x4 mats/#2-3x10 mats	44.46
		Check Total:	44.46
		Vendor Total:	44.46
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0280362	PW/unleaded gas	516.53
		Check Total:	516.53
		Vendor Total:	516.53
0372	Southern California Edison		
Check No:	0	Check Date:	
	02182015	Strts/800 S Curry St #A	50.61
	02202015-1	Air/314 N Hayes St	143.50
	02202015-10	Air/Dennison/SO Hwy 58	169.74
	02202015-11	Air/314 N Hayes St	139.15
	02202015-12	PW/800 Enterprise	101.72
	02202015-13	PW/800 Enterprise Shop	202.13
	02202015-14	Swr/800 Enterprise	412.40
	02202015-15	GG/115 S Robinson St	726.31
	02202015-16	GG/303 E D St	98.66
	02202015-17	PW/100 Commercial Way	151.19
	02202015-18	PW/101 Commercial Way	148.88
	02202015-2	Air/9999 1/2 Hayes	100.34
	02202015-3	Air/316 S Mojave St	51.81
	02202015-4	Air/314 N Mojave St	53.32
	02202015-5	Air/409 Bryan Ct	149.06
	02202015-6	Air/West End Teh Airport	56.28
	02202015-7	Air/314 N Hayes St #B	339.24
	02202015-8	Air/NE Cor Teh Airport	188.35
	02202015-9	Air/314 N Hayes St #G3	38.87
		Check Total:	3,321.56
		Vendor Total:	3,321.56
0424	Greater Tehachapi Chamber of Comm-		
Check No:	0	Check Date:	
	8231	GG/February monthly Chamber lunch 2 @15	30.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	30.00
		Vendor Total:	30.00
0445	Tehachapi Senior Center Inc.		
Check No:	0	Check Date:	
	03012015	Sr Nutrition program-space rent March 2015	400.00
		Check Total:	400.00
		Vendor Total:	400.00
0450	USA Bluebook		
Check No:	0	Check Date:	
	561013	Swr/#2-disposable aluminum weighing pans 100	124.65
		Check Total:	124.65
		Vendor Total:	124.65
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	136019-1	PD/blk Xerox toner	274.13
	136186-0	GG/clipbrd/envelopes/paper/notes/sharpie/highli	105.44
	136330-0	PD/multi-fold towels	55.05
	136360-0	GG/11x17 paper/8 1/2x14 paper/paper/USB 4GE	62.73
	136381-0	PD/HP Inkcart	34.95
		Check Total:	532.30
		Vendor Total:	532.30
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-221384	GG/first aid supplies	78.91
		Check Total:	78.91
		Vendor Total:	78.91
0567	Microflex		
Check No:	0	Check Date:	
	IN1539578-1	Swr/latex exam gloves Lg/#2-safeGrip exam Lg	325.08
	IN1539578-2	Swr/latex exam gloves Lg/#2-safeGrip exam LG	325.08
		Check Total:	650.16
		Vendor Total:	650.16
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	79047	Cycle 6 HSIP Tehachapi Blvd/prof svcs 12/14/14	14,455.95
		Check Total:	14,455.95
		Vendor Total:	14,455.95
1034	Hinderliter deLlamas & Associates		
Check No:	0	Check Date:	
	0023343-IN	GG/Contract & Audit Svcs-Sales Tax 1st quarter	1,360.82
		Check Total:	1,360.82

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	1,360.82
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4605	PD/500 NCR 3 part Notice of violation forms	391.68
	4608	GG/1000 2-color print envelopes	130.08
		Check Total:	521.76
		Vendor Total:	521.76
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	32894	PD/metal nametag	10.75
	33094	PD/remove & replace 8 uniform shirt shoulder p	30.96
	33187	GG/#4-Council members magnetic nametags	47.09
		Check Total:	88.80
		Vendor Total:	88.80
1329	Tehachapi Plumbing Company		
Check No:	0	Check Date:	
	55087-1	GG/#3-gas cah's & #3-flex 1/2x3	94.50
	55087-2	GG/labor-replaced 3-gas cah's & 3-flex 1/2x3	80.00
		Check Total:	174.50
		Vendor Total:	174.50
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	330971	Swr/custom back flow blanket	274.66
		Check Total:	274.66
		Vendor Total:	274.66
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	436069	PD/bimonthly service/220 C St	95.00
	438963	GG/bimonthly service/115 S Robinson St	72.00
		Check Total:	167.00
		Vendor Total:	167.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	D519226	Wtr/Fibrelyte LID	104.45
	D527060	Wtr/Cr #461828/#2-3/4 Adpt FIPXPJCTS/3/4 A1	-102.88
	D530075	Wtr/4x1 IP D/S BR Saddle	104.70
		Check Total:	106.27
		Vendor Total:	106.27
1946	Sun Valley Lighting		
Check No:	0	Check Date:	
	83394	Air/#3-poles/#12-bolts/#3-pole hardware/#5-fixt	4,807.41
		Check Total:	4,807.41

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	4,807.41
1982	SSD Systems		
Check No:	0	Check Date:	
	1079397-A-1	Air/314 Hayes St/burglar alarm service	36.75
	1079397-A-10	GG/115 S Robinson/burglar alarm service	34.65
	1079397-A-11	Air/314 Hayes St-Pilots Lounge/radio backup se	23.10
	1079397-A-2	Air/100 Commercial Way/burglar alarm service	17.33
	1079397-A-3	Constr/100 Commercial Way/burglar alarm servi	17.32
	1079397-A-4	PW/800 Enterprise Way/burglar alarm service	46.50
	1079397-A-5	Swr/750 Enterprise Way/treatment/burglar alarm	30.98
	1079397-A-6	Wtr/750 Enterprise Way/treatment/burglar alarm	30.97
	1079397-A-7	Swr/750 Enterprise Way/storage/burglar alarm se	25.73
	1079397-A-8	Wtr/750 Enterprise Way/storage/burglar alarm se	25.72
	1079397-A-9	Depot/101 Tehachapi Blvd/fire alarm service	79.00
		Check Total:	368.05
		Vendor Total:	368.05
2661	HdL Software LLC		
Check No:	0	Check Date:	
	0009873-IN	GG/Bus License Software/Annual Use Fees 3/1/	2,441.50
		Check Total:	2,441.50
		Vendor Total:	2,441.50
2670	Rich Enviromental Service		
Check No:	0	Check Date:	
	60132	PW/Annual vapor testing-static leak decay test-a	300.00
		Check Total:	300.00
		Vendor Total:	300.00
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH6813	PW/14" Chop saw	279.16
		Check Total:	279.16
		Vendor Total:	279.16
2837	Tartaglia Engineering		
Check No:	0	Check Date:	
	02152015	Air/EA Rehab S Taxiway/Prof svcs Inv #1 Jan 21	15,312.00
		Check Total:	15,312.00
		Vendor Total:	15,312.00
2874	Department of Justice Accounting Offi		
Check No:	0	Check Date:	
	083025	PD/Fingerprint- FBI/Child Abuse index ck Jan 2	277.00
		Check Total:	277.00
		Vendor Total:	277.00
2963	AT&T		
Check No:	0	Check Date:	
	6211764	Air/Acct # 6618221659874/Cainet 2 Credit-DSL	-2.52

Vendor	Invoice No	Line Description	Check Amount
	6222675	GG/Acct # 6618228559882/Calnet 2 Credit-CH	-3.43
	6222676	Air/Acct # 6618230473481/Calnet 2 Credit-AWt	-0.53
	6222678	Air/Acct # 6618237408202/Calnet 2 Credit-Fuel	-0.54
	6223538	Dep/Acct # 6618225467 Calnet 2 Credit- Depot	-1.64
	6223853	LLD/Acct # 6618238212395/Calnet 2 Credit-Au	-0.53
	6224068	PD/BAN# 9391040069 telephone	405.55
	6224237	Swr/BAN# 9391006710 Scada	98.03
	6224238	GG/BAN# 9391006712 CH line 1	392.75
	6224239	Swr/BAN# 9391006713 WWTP Office	112.68
	6224240	Dep/BAN# 9391006715 Depot	50.49
	6224241	Swr/BAN# 9391006716 lift station	18.08
	6224242	GG/BAN# 9391006717 CH Fax	65.24
	6224243	Air/BAN# 9391006718 AWOS	18.13
	6224244	PD/BAN# 9391006719 DSL Fax	34.30
	6224245	Air/BAN# 9391006720 Fuel System	18.05
	6224246	LLD/BAN# 9391006721 Autodialer/1002 Apple	37.45
	6240156	PD/BAN# 9391006708- T1line	355.56
	6262679	PD/BAN# 9391006709- Subscriber access line	161.01
	6287832	PD/BAN# 9391009314 telephone	43.00
		Check Total:	1,801.13
		Vendor Total:	1,801.13
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	185715	GG/General Fees Prof svcs through 01/31/15	2,761.50
	185716	AD 89-3 Fees Prof svcs through 01/31/15	1,823.86
	185717	AD 89-2 Fees Prof svcs through 01/31/15	268.91
		Check Total:	4,854.27
		Vendor Total:	4,854.27
3062	Municipal Code Corporation		
Check No:	0	Check Date:	
	00252156	CC/Code Ordinances-Annual billing 02/15-01/14	500.00
		Check Total:	500.00
		Vendor Total:	500.00
3093	Kern County Animal Services		
Check No:	0	Check Date:	
	01162015-1	GG/Quarterly Billing April-June 2014	8,750.00
	01162015-2	GG/Quarterly Billing July-Sept 2014	8,750.00
	01162015-3	GG/Quarterly Billing Oct-Dec 2014	8,750.00
		Check Total:	26,250.00
		Vendor Total:	26,250.00
3135	Juan A. Acuna		
Check No:	0	Check Date:	
	203993	CH Annex/pump 6 yrds & stand by time	340.00
		Check Total:	340.00
		Vendor Total:	340.00
3194	Roto-Rooter Service & Plumbing Co.		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	B41988	CH Annex/plumbing-camera & locate/Harbon je	825.00
		Check Total:	825.00
		Vendor Total:	825.00
3225	PFT/Alexander Inc.		
Check No:	0	Check Date:	
	BK-6773	Air/Installed new hose and hose reels-fuel facilit	1,284.34
		Check Total:	1,284.34
		Vendor Total:	1,284.34
3480	ProJT		
Check No:	0	Check Date:	
	02032015	GG/Laserfiche Support Contr #PITQ6612 2015-	2,247.50
		Check Total:	2,247.50
		Vendor Total:	2,247.50
3568	Provost & Pritchard		
Check No:	0	Check Date:	
	52238	Wtr/Proj 2233-14-B1/Professional svcs to 01/31/	657.00
		Check Total:	657.00
		Vendor Total:	657.00
3645	Blueprint Service		
Check No:	0	Check Date:	
	834048	Air/#6-color scanning 24x36/#1-outgoing e-mail	15.80
		Check Total:	15.80
		Vendor Total:	15.80
3712	Cooley Construction		
Check No:	0	Check Date:	
	R08021-9	Challenger Dr Ext- Prog Pay Est #9	82,804.44
		Check Total:	82,804.44
		Vendor Total:	82,804.44
3757	Ten8 Uniforms		
Check No:	0	Check Date:	
	10516	PD/#14-black Tehachapi PD Tehachapi beanies	258.66
		Check Total:	258.66
		Vendor Total:	258.66
3810	Stahl Companies Inc		
Check No:	0	Check Date:	
	35652	Eng/prof svcs/reviewed plans 01/05/15-01/29/15	1,812.50
		Check Total:	1,812.50
		Vendor Total:	1,812.50
3815	Valley Decal Inc		
Check No:	0	Check Date:	
	15D0115	PD/#50-12x18 loitering prohibited alum signs	834.74

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	834.74
		Vendor Total:	834.74
3835	Kern Water Bank Authority		
Check No:	0	Check Date:	
	01292015	Wtr/Grant Admin Reimbursement-IRWM 2014-1	2,276.81
		Check Total:	2,276.81
		Vendor Total:	2,276.81
3836	Ismael and Friends Gardening & Main		
Check No:	0	Check Date:	
	02042015	PD/board up 8 window/door openings/debris ren	1,320.00
		Check Total:	1,320.00
		Vendor Total:	1,320.00
		Report Total:	204,434.55

Accounts Payable

Checks by Date - Detail By Check Date

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			Check Amount
Check No:	42071	Check Date: 02/12/2015	
Vendor:	2893	Cardmember Service	
01052015		GG/CA Secretary of State-filing fee	20.00
072369		GG/Economic Development/Capital Hills lunch	99.02
902242		GG/soda-mananging/counseling/training worksh	18.88
902261		GG/cookies for ERMA workshop	27.30
			165.20
Check No:	42072	Check Date: 02/12/2015	
Vendor:	2893	Cardmember Service	
DOCS5933-1		Wtr/Labor/Replaced ball joints/Alignment	874.83
DOCS5933-2		Wtr/Parts/#2-ball joints	637.54
			1,512.37
Check No:	42073	Check Date: 02/12/2015	
Vendor:	3018	CDW Government Inc.	
SD44893		IT/HP SB 500GB/LVO TS 500GB/modem/MS C	1,595.50
			1,595.50
Check No:	42074	Check Date: 02/12/2015	
Vendor:	1739	Chevron & Texaco Business Card Services	
43518920-1		PD/fleet veh fuel 01/06-02/05/2015	3,110.77
43518920-2		GG/mgt/fleet veh fuel 01/06-02/05/2015	330.90
			3,441.67
Check No:	42075	Check Date: 02/12/2015	
Vendor:	2147	Coffee Break Service Inc.	
0219776		GG/coffee & supplies Dec 2014	579.25
0219987		GG/coffee & supplies Jan 2015	192.85
FEB4205		GG/water cooler rental Feb 2015	26.95
			799.05
Check No:	42076	Check Date: 02/12/2015	
Vendor:	2955	Maureen Kane & Associates Inc.	
01292015		CC/TCC Registration-Series 200/T Marsh	1,500.00
			1,500.00
Check No:	42077	Check Date: 02/12/2015	
Vendor:	0372	Southern California Edison	
01272015-1		GG/1125 Capital Hills	28.02
01272015-2		GG/109 E Tehachapi Blvd	189.42
01272015-3		GG/111 W I St	69.64
01272015-4		Strts/209 1/2 E Tehachapi Blvd	28.63
01272015-5		Strts/3331/2 E Tehachapi	233.45
01272015-6		Swr/800 Enterprise	2,223.14

01272015-7	Swr/800 Enterprise	6,496.41
01272015-8	LLD/119 Industrial Pkwy	29.56
01282015	Traffic/801 Mountain View Ave	58.23
01292015-1	Strts/Tehachapi Bl W/O Green	18.45
01292015-2	Strts/103Tehachapi Blvd	119.07
01292015-3	Strts/101 ETehachapi Blvd #B	252.07
01292015-4	Strts/110 S Mill St	191.61
01292015-5	Strts/Curry/D St	18.45
01292015-6	Wtr/358 E D St	1,502.60
02032015-1	Strts/326 E D St	24.24
02032015-2	Strts/303 E Avenue D	14.12
02032015-3	LLD/Tehachapi Blvd/Bailey	77.83
02042015-1	Strts/Highway 202	73.56
02042015-2	Strts/Highway 202	30.67
02052015-1	Wtr/Curry	6,163.51
02052015-2	Wtr/Pinon	1,868.82
02052015-3	Wtr/1299 S Curry St	1,496.91
02052015-4	LLD/1347 Clasico Dr PED	37.09
02052015-5	LLD/1115 Alder Ave PED	25.40
02052015-6	LLD/1415 Alder Ave PED	25.27
02052015-7	LLD/1002 Applewood St	35.93
		<hr/>
		21,332.10
Check No:	42078 Check Date: 02/12/2015	
Vendor:	0433 Tehachapi Recycling	
1232014	Recycling Contract Per 6	14,522.80
		<hr/>
		14,522.80
Check No:	42079 Check Date: 02/12/2015	
Vendor:	0434 Tehachapi Sanitation	
1212014	Kern County Gate Fees Per 6	14,354.28
1222014	Refuse Contract Per 6	68,323.27
		<hr/>
		82,677.55
Check No:	42080 Check Date: 02/12/2015	
Vendor:	2940 US Bank Corporate Payment System	
004140	Air/State Parks Conference-gas	24.00
01012015	GG/Creative Cloud membership Jan 2015	49.99
01062015	Air/Postage-FAA Grant Corr	3.78
01072015	Fin/lodging/CSMFO-Monterey/H Chung 02/17-1	432.12
01082015	GG/FedEX Office Print Online-#10-EOC Vol 1	343.79
01092015	Gran Fondo/Route Arrow dispenser	141.75
01102015	GG/Be-Pro Cycling Conference dinner/M Vance	44.16
01112015	GG/OHV Conference dinner/M Vance	29.83
01132015-1	CD/gas-Aneheim Laserfiche Conference	14.68
01132015-2	GG/gas-Aneheim Laserfiche Conference	14.69
01142015	Coun/ACCAPS-Sacramento/cab	9.48
01152015	GG/lunch mtg w/Tourism Comm/Re: Visitor Cen	30.00
012516	Air/State Parks Conference lunch	4.62
016395	Air/State Parks Conference lodging/T Glasgow 1	316.50
019382-1	GG/Laserfiche Conf lunch/A Whitmore	15.00
019382-2	GG/Laserfiche Conf lunch/R Davis	15.00
019382-2	CD/Laserfiche Conf lunch/R Davis	20.47
034169	Air/State Parks Conference dinner	25.05
035017	Coun/ACCAPS-Sacramento/cab	10.60
036182	PD/towing from NV/reimbursed by Bear Valley	800.00
036217-1	GG/Laserfiche Conf dinner/A Whitmore	20.47
040998	GG/OHV Conference dinner/M Vance	25.25

054002	GG/#8-tickets State of County Dinner-KC Board	480.00
065647	Coun/ACCAPS-Sacramento/cab	11.20
067781	Air/State Parks Conference breakfast	9.06
072534	GG/OHV Conference lunch/M Vance	22.17
080709-1	GG/Laserfiche Conf lunch/A Whitmore	18.86
080709-2	CD/Laserfiche Conf lunch/R Davis	18.85
086920	GG/Be-Pro Cycling Conference dinner/M Vance	22.40
1004841	Air/State Parks Conference dinner	31.73
1015233	Air/air hose reel-compressor kit-acc kit/1/4 male	120.91
1026	Coun/ACCAPS/lodging	540.01
1072015	GG/email mktng/survey/My Library Plus-Const	50.00
1094-1	GG/Laserfiche Conf dinner/A Whitmore	23.21
1094-2	CD/Laserfiche Conf dinner/R Davis	23.21
1195807	GG/Adobe Business Catalyst web subscr 01/18-	38.88
12042014	GG/Sirius XM service 12/4/14-1/4/15	20.86
12222014	CD/AVBOT/Business Outlook Confr- member b	320.00
12222014-1	Air/Postage-FAA Grant letter	6.39
12232014	CD/eFax monthly subscription 01/23-02/22/15	16.95
122755508	GG/#7-Cat5e 350MHz UTP Ethernet Str copper	10.97
122778926	GG/numeric coded cable markers set	4.88
122782960	GG/velcro reusable self-gripping cable ties	12.50
12312015	GG/Facebook ads Payment 12/10-12/11/14	5.00
15672531-1	PW/18V cordless reciprocating saw	112.86
15672531-2	Land/20V cordless reciprocating saw & hammer	376.24
1594304	Air/brass coupling for fuel fitting	4.62
159532	Fin/CSMFO Confer Fee-Monterey-H Chung 02/	520.00
2017	GG/Downtown map & poster overhaul/photo lic	1,950.00
2026	GG/design & wordsmithing/#16-16 pg Yr End R	960.00
2035329	CD/Lodging-Laserfiche Conf/R Davis	465.60
2035330-1	CD/Parking-Laserfiche Conf Anaheim/R Davis	24.00
2035330-2	GG/Parking-Laserfiche Conf Anaheim/A Whitm	24.00
2035330-3	GG/Lodging-Laserfiche Conf Anaheim/A Whitm	465.60
2036	GG/Prezi/wordsmithing & content creation-Slic	350.00
2041	GG/GAVEA/TN resource guide Ad/Web updates	206.83
225090	Air/State Parks Conference dinner	17.12
234478	GG/Get Well plant -Jerry Sorenson	25.07
2456699	PD/#3-M & #3-L Xtreme X3 nitrile gloves	56.47
4021156	Air/2ft ABS pipe/#4-5x7 clamps for fule nozzle 1	28.19
6240041613	GG/12x18 36M 80# white U digital gloss text 15	27.56
6240041614	GG/UP postcards/white panel note cards	25.03
6544386	Air/coffee	122.32
6854268960	PD/Shafter Assertive Supervision 2/17-2/19/15/I	275.00
81366032	CD/Kern CA Prop Detail Rpt-Geographic pkg	241.67
83346548	GG/lodging/OHV Conference	316.50
8595764	CC/City Clerks Assoc-Annual Membership dues	55.00
9326440007	PD/CA employer notif 1yr sub/posters/interview	262.01
9594402	Air/#2-reflective 5 gal diesel gas cans	44.01
M256136	Air/car wash/OPS-2 vehicle	8.00
S020061472-1	GG/#4-5x8 & #3-3x5 US Flags/#4-3x5 & #4-5x1	707.00
S020061472-2	GG/#3-Main St Teh & #3- City of Teh Live Up f	660.00
		12,529.97
Check No:	42081 Check Date: 02/12/2015	
Vendor:	3615 Michelle Vance	
02122015	GG/mileage/Long Beach Travel Show-Exhibitor	103.50
		103.50

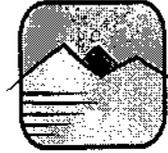
Date Totals: 140,179.71

Report Total: 140,179.71

Accounts Payable

Checks by Date - Detail By Check Date

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CITY OF
TEHACHAPI
 CALIFORNIA

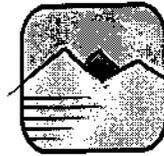
			Check Amount
Check No:	42148	Check Date: 02/19/2015	
Vendor:	0832	ACWA/JPIA	
02182015-1		PW/Course 0005 CSE & 0062 T&E/J Thompsor	15.00
02182015-2		PW/Course 0005 CSE & 0062 T&E/D Redelspe	15.00
02182015-3		PW/Course 0005 CSE & 0062 T&E/R Hamon	15.00
02182015-4		Wtr/Course 0005 CSE & 0062 T&E/D Miller	15.00
02182015-5		Wtr/Course 0005 CSE & 0062 T&E/D Artzer	15.00
02182015-6		Wtr/Course 0005 CSE & 0062 T&E/A Macias	15.00
02182015-7		Swr/Course 0005 CSE & 0062 T&E/A Gamble	15.00
02182015-8		Swr/Course 0005 CSE & 0062 T&E/J Parks	15.00
			120.00
Check No:	42149	Check Date: 02/19/2015	
Vendor:	3274	Bright House Networks	
02032015		GG/Internet service 02/11-03/10/15	173.85
			173.85
Check No:	42150	Check Date: 02/19/2015	
Vendor:	2636	Code3 IT	
30430-1		IT/Oct 2014 monthly consulting fee	2,000.00
30430-2		IT/total billable hours for all depts Oct 2014	2,090.00
			4,090.00
Check No:	42151	Check Date: 02/19/2015	
Vendor:	3807	Diamond Technologies	
13045		IT/QNAP Turbo NAS/#4-Digital 4TB hard drive	2,534.45
13271		IT/HDMI Connectivity(EOC police dep)var cabl	2,218.21
13648		IT/parts/external 56K USB fax modem/priority s	162.13
13748		IT/display port to HDMI adapter/Cat 5e' patch ca	26.27
13923		IT/patch cable clean-up materials/various patch c	632.25
13925		IT/Block Retainer Agreement	25,000.00
13926		IT/1 yr Email protection & continuity (McAfee P	1,543.58
			32,116.89
Check No:	42152	Check Date: 02/19/2015	
Vendor:	2052	Thomas G. Garrett	
01152015		GG/reimburse SFMTA travel fare/League of CA	13.50
			13.50
Check No:	42153	Check Date: 02/19/2015	
Vendor:	0426	Tehachapi-Cummings County Water District	
102780 020515		LLD/Service Chg/Median Jan 2015	4.50
12563000 020515		Wtr/Service Chg/Benz Sanitation Jan 2015	4.50
28802700 020515		Wtr/Service Chg/Landscaping Jan 2015	4.50
3028600 020515		Wtr/Service Chg/Henway Jan 2015	4.50
45377100 020515		Wtr/Service Chg/Chemtool Jan 2015	4.50
45882300 020515		LLD/Service Chg/Warrior Park Jan 2015	4.50

906873	Wtr/Usage/Service Chg/TUSD Jan 2015	10.88
		<hr/> 37.88
	Date Totals:	<hr/> 36,552.12
		<hr/>
	Report Total:	<hr/> 36,552.12
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Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 2/24/2015 - 4:14 PM



CITY OF TEHACHAPI CALIFORNIA

			Check Amount
Check No:	42154	Check Date: 02/24/2015	
Vendor:	1851	AT&T	
02012015		GG/White Page acct-Feb 2015	13.67
			13.67
Check No:	42155	Check Date: 02/24/2015	
Vendor:	2636	Code3 IT	
30443		PD/Install lights/sirens & safety equip/misc elect	1,988.13
			1,988.13
Check No:	42156	Check Date: 02/24/2015	
Vendor:	0395	The Gas Company	
02092015		GG/non-residential heating/115 S Robinson St	111.23
02122015-1		GG/non-residential heating/200 West Tehachapi	84.26
02122015-2		Air/non-residential heating/409 Bryan Ct	101.63
02122015-3		Air/non-residential heating/100 Commerical Wa	89.09
02122015-4		PD/non-residential heating/220 W C St	463.88
02202015		GG/non-residential heating/Closing bill/129 E F	39.98
			890.07
Check No:	42157	Check Date: 02/24/2015	
Vendor:	0424	Greater Tehachapi Chamber of Commerce	
8203		GG/Replace #42115/January monthly Chamber l	45.00
			45.00
Check No:	42158	Check Date: 02/24/2015	
Vendor:	2695	Home Depot Credit Services	
0010007		CH Annex/#2-5"x1000' stretch wrap for bricks	17.96
0010029		Swr/4pc pliers/pipe wrench/handweeder/sanitize	46.42
0010038		PW/zinc mach screws	1.27
0015285		CH Annex/Tapecon 3/8x4 & #3-1/2x6 HWH/finis	66.37
0015303		Constr/1/2" impact wrench/11pc socket set/#2-bt	220.98
0020698		CH Annex/2" 3" 4" & 1-1/2" wing nut test plugs	42.08
0131250		Constr/6 CU FT poly tray/dual WHL/YLW WB	89.06
020105		Freedom Plaza/T&P valve	15.70
0573265		Swr/10x3/4x10 vinyl tube	21.15
1015280		CH Annex/#5-SET-XP10 cartridges/#7-1/2x20 #	154.23
1042662		Swr/#2-19" Homer tool boxes	19.29
1564797		Constr/8" rebar pliers	24.09
1974440		CH Annex/#12-2x4-10 Doug fir/#2-2x4-14 Doug	67.86
2015172		Constr/#2-retracting util knives/XXL gloves/blac	56.23
2015206		Strts/Sheet metal screws	6.34
2015672-1		PW/9" 2.5A bandsaw/#2-bandsaw blades	175.62
2015672-2		Land/#2-Fleam ground 12" 5TPI/sawzall blades	38.04
2015684		Swr/4" clay coupling	8.58
3015629		PW/#15-1/2" PVC cap slips	5.48
3015632		GG/#2-13G drawstring bags 55ct	17.14

3015641	PW/#12-3/4" PVC cap slips	5.29
3021244	Constr/1/3 50' tri tap ext cord	76.49
3301038	CH Annex/exchanged #1- 2x6-16 PT	-0.24
3311326	CH Annex/#23-2x6-#140-2x4 Doug fir/#92-dryv	2,099.95
3565100	CH Annex/strip load/safety giasses/#2-filters/air	84.96
3594630	CH Annex/#2-tee fittings/I/M steel plug/I/M stee	10.80
4015612	CH Annex/#2-9x10TPI sawzall torchblades	41.86
4021130	Constr/AA 36 pk batteries	15.71
4594567	CH Annex/3/4" end stop	7.83
5016046	Swr/6 outlet metal surge 4' cord	15.77
5021769	CH Annex/2x4-10ft Doug fir/1.5x3.5x96 PT HF	9.56
5565418	CH Annex/blk marker/#8-joist hanger/#4-2x4-1C	40.79
5565438	Swr/D-handle 16" drain spade shovel for work tr	37.59
5594361	PW/#3-black gloss touch blk paint & #1-gray pri	16.64
6015964	CH Annex/#2-1.5x3.5x96in PT HF Brown stain	11.57
6016012	CH Annex/#4-2x12-8ft premium Doug fir	45.03
6021697	CH Annex/drive pin & wshr/.27 red load/utility&	48.83
6100551	Wtr/#2-Spectracide Wasp & Hornet killer	6.39
6181110	Wtr/#2-Raid Wasp & Hornet killer	10.06
6564564	Wtr/Firm grip leather gloves	21.47
6594145	GG/#3-54G plastic roughneck totes/20G tote for	83.72
7014990	Wtr/muriatic acid/hot water hose/7" vertical discl	65.52
7015903	CH Annex/curved hammer	31.41
7015952	CH Annex/48x96 Sturdifloor/5/8 OSB/#30-2x4-1	155.90
7565371	Swr/6" jabsaw/8pc screwdriver set/ratcheting PV	81.59
8014877	GG/#24- medium boxes 18x18x16 for Christmas	31.20
8014882	Land/21-pc titanium drill bit set	26.84
8014885	PW/#6-medium 18x18x16 boxes	8.00
8015841	Wtr/#10-60lb sakrete concrete mix	27.09
8015881	Swr/#2-50lb sakrete fast set concrete	10.06
8015896	CH Annex/#10-2x4-10ft Doug fir/#10-2x6-12ft l	108.43
8016842	Swr/sawzall torch blade/rec saw blades	44.01
8112892	Wtr/Adapter	11.79
9014792	GG/#36-medium boxes/#3-moving & storage taj	59.28
9014849	Swr/#6-1" Gal plugs	15.29
9014854	Wtr/deep impact set/#3- asst wrenchs/pry bar/PV	169.60
9014855	Wtr/primer/thread sealant/misc PVC parts & sol	55.19
9015315	CH Annex/hex washer/sawzall blades/#2-sheet v	89.19
9020007	Constr/6" box joint pliers	17.80
9020049	GG/#14-heavy duty medium boxes for Christma:	33.45
9020759	Swr/2" ABS cleanout plug MPT/2" PVC cap slip	3.88

4,829.48

Check No: 42159 Check Date: 02/24/2015
 Vendor: 2989 My Fleet Center.com
 685233 GG/Oil change service/2013 Ford Explorer

81.71

81.71

Check No: 42160 Check Date: 02/24/2015
 Vendor: 3834 Charlotte L Ruse
 12092014 GG/Notary svc/Notice of Completion/Cert of Nc

20.00

20.00

Check No: 42161 Check Date: 02/24/2015
 Vendor: 3674 Secure On-Site Shredding
 GG/Acct#300421002/115 South Robinson Jan 21
 PD/Acct#300421006/220 West C Jan 2015

35.00

35.00

Check No:	42162	Check Date:	02/24/2015	70.00
Vendor:	0372	Southern California Edison		
02102015-1		GG/115 Manzanita St		25.69
02102015-2		Strts/209 E Highline Rd PED		25.40
02112015		Wtr/NW Cor Anita/Dennison		1,982.81
02122015		Wtr/126 S Snyder Ave		41.49

2,075.39

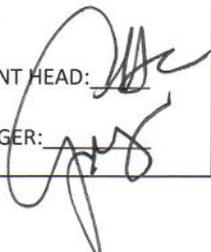
Check No:	42163	Check Date:	02/24/2015	
Vendor:	3011	Verizon Wireless		
9740581350-1		Fin/mobile broadband/H Chung		29.65
9740581350-2		Wtr/mobile broadband/T Brown		15.01
9740581350-3		Swr/mobile broadband/T Brown		15.01

59.67

Date Totals: 10,073.12

Report Total: 10,073.12



APPROVED
 DEPARTMENT HEAD: 
 CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: MARCH 2, 2015 AGENDA SECTION: FINANCE

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: HANNAH CHUNG, FINANCE DIRECTOR
DATE: FEBRUARY 25, 2015
SUBJECT: UNMET TRANSIT NEEDS PUBLIC HEARING

BACKGROUND

As part of the annual Public Transit Claim for Transportation Development Act (TDA) funds, it is necessary to conduct a public hearing to receive public testimony concerning the transit needs within the City. The City of Tehachapi provides the transit service Dial-A-Ride through Kern Regional Transit. Utilizing two buses, the current transit service operating hours are as follows:

Monday through Friday:	05:45 am to 11:45 am 12:45 pm to 04:00 pm 05:15 pm to 07:00 pm
Saturday:	07:30 am to 11:30 am 01:30 pm to 05:30 pm

The Dial-A-Ride services are available within the city limit of Tehachapi as well as between the City and certain areas of the County. The current one-way fares are as listed below:

General Public	\$1.00	Seniors (62 and over)	\$0.75
Disabled	\$0.75	Youth (5 ~ 15)	\$0.75
Children 4 and under	Free		

In an attempt to increase the ratio of fare revenue to operating costs ("fare box ratio"), Saturday services have been provided since November 2013 with a hope to see the increase of ridership rather than an increase in fare. The ridership information between fiscal year 2012/13 and 2013/14 was compared and found out that the ridership in 2013/14 was actually less. The Saturday service provided the convenience to riders but didn't help the fare box ratio. Furthermore, a brochure was sent out to all City residents to inform them about the available Dial-A-Ride service. The next step left is to increase the fare if the County agrees to do so. The average cost per rider per ride from July 2013 through June 2014 is \$32.38 and the subsidized cost for the same is \$31.59.

The City is required to adopt a resolution annually proving that “there are no areas within the City with unmet public transit needs which could be reasonably met by expansion of the existing system or establishment of a new system.” This resolution also authorizes the City Manager to execute and file claims for TDA apportionment and allocations for FY 2015-16. The public hearing notice was published in the Tehachapi News on January 14, 2014.

FISCAL IMPACT

This resolution allows the City to file for TDA funds that are used both for transit needs and our public roads. The TDA apportionment for the fiscal year 2014/15 for the City was \$601,603. The apportionment for the fiscal year 2014/15 is not available yet.

RECOMMENDATION

ADOPT THE RESOLUTION FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY

City of Tehachapi
Tehachapi Dial-A-Ride
From July 1, 2013 through June 30, 2014

O:\Transit\Dial-A-Ride\Dial A Ride Summary 2013-2014.xlsx\13-14

446-4410

Month	Days of Service		Operating Hours		Ridership		Mileage		Fairbox Revenue \$		Expenditure \$	
	City	County	City	County	City	County	City	County	City	County	City	County
July	22	22	176	176	335	335	1923	1923	271.94	271.94	11,844.55	11,844.55
August	22	22	176	176	492	492	2202	2202	387.85	387.85	12,216.25	12,216.25
September	20	20	160	160	460	459	2204	2204	355.23	355.23	11,450.09	11,450.09
October	23	23	184	184	466.5	501	2315.5	2315.5	381.28	381.28	12,635.97	12,635.97
November	20	20	152	152	476	477	2023	2023	369.11	369.11	10,459.83	10,459.83
December	25	25	164.4	164.4	372	371	1794	1794	288.24	286.45	10,899.55	10,901.34
January	26	26	172.8	172.8	549	550	2454.5	2454.5	432.29	431.29	12,031.65	12,032.65
February	26	26	158.5	158.5	507	507	2238	2238	407.72	407.72	10,817.66	10,817.66
March	26	26	159.6	159.6	551.5	551.5	2417	2417	423.16	423.16	11,296.86	11,296.86
April	26	26	172.8	172.8	518	518	2406	2406	416.34	416.34	12,009.80	12,009.80
May	26	26	172.8	172.8	552	552	2406	2406	444.29	444.29	12,221.39	12,221.39
June	25	25	165.6	165.6	384	384	1991.5	1991.5	336.85	336.85	11,146.37	11,146.37
Total	287	287	2,015	2,015	5,663	5,698	26,375	26,375	\$4,514.30	\$4,511.51	\$139,029.97	\$139,032.76
Average	23.92	23.92	167.88	167.88	472	475	2,197.88	2,197.88	\$ 376.19	\$ 375.96	\$ 11,585.83	11,586.06
	Days per Month		Operating Hrs per Mo.		Passengers per Month		Miles per Month		Avg Fairbox Revenue/Mo.		Avg. Expense/ Mo.	

RIDERSHIP

	General Public		Seniors		Disabled		Youth			Total Passengers
	Cash	Tickets	Cash	Tickets	Cash	Tickets	Cash	Tickets	Non Paying	
July	135	5	77	5	87	12	5	4	5	335
August	155	19	98	8	96	19	64	2	31	492
September	134	6	74	5	83	18	99	10	31	460
October	155	12	74	5	72	15	92.50	10	31	467
November	159	11	93	5	98	13	38	21	38	476
December	125	6	81	4	76	13	35	2	30	372
January	167	14	100.50	4.50	92	29	78.50	33.50	30	549
February	144	15	85.50	10.50	67.50	46.50	106	20.50	11.50	507
March	147	13.50	110.50	8	73	32	126	28	13.50	551.50
April	167	9	107	8	69	28	108	3	19	518
May	170	13	113.50	3.50	72.50	28.50	134.50	3	13.50	552
June	132	26	97	19	63	20	16	0.50	10.50	384
Total	1,790	150	1,111	86	949	274	903	138	264	5,663
	1,940		1,197		1,223		1,304			
Percentage	34%		21%		22%		23%			100%

OPERATIONAL CONTRACT COSTS

446-446-6737

CITY ONLY										Total
	Ryder/ATE	Insurance	Maint	Fuel	Depreciation	Storage	CHP Cert	Advertising	Misc	
July	8,027.36	302.72	1,192.26	902.50	423.06	102.50	6.25		1,159.84	12,116.49
August	8,027.36	302.72	1,365.24	1,155.75	484.44	102.50	6.25		1,159.84	12,604.10
September	7,297.60	275.20	1,366.48	1,218.01	484.88	102.50	6.25		1,054.40	11,805.32
October	8,392.24	316.48	1,435.61	1,042.20	509.41	102.50	6.25		1,212.56	13,017.25
November	6,932.72	261.44	1,254.26	825.03	445.06	102.50	6.25		1,001.68	10,828.94
December	7,498.28	282.77	1,112.28	707.63	394.68	102.50	6.25		1,083.40	11,187.79
January	7,879.13	297.13	1,521.79	978.73	539.99	102.50	6.25		1,138.42	12,463.94
February	7,229.19	272.62	1,387.56	690.39	492.36	102.50	6.25		1,044.52	11,225.38
March	7,280.72	274.56	1,498.54	973.74	531.74	102.50	6.25		1,051.96	11,720.02
April	7,879.13	297.13	1,491.72	981.67	529.32	102.50	6.25		1,138.42	12,426.14
May	7,879.13	297.13	1,491.72	1,221.21	529.32	102.50	6.25		1,138.42	12,665.68
June	7,554.38	284.88	1,234.73	770.85	438.13	102.50	6.25		1,091.50	11,483.22
Total	91,877.24	3,464.78	16,352.19	11,467.71	5,802.39	1,230.00	75.00	0.00	13,274.96	143,544.27

2013/14 Total Expense: 183,381.56

Based on Total Expenses

Total Cost per rider / Ride \$ 32.38
 Subsidized Cost per Rider / Ride \$ 31.59

Contract Cost per rider / Ride \$ 25.35
 Subsidized Contracted Cost per Rider / Ride \$ 24.55

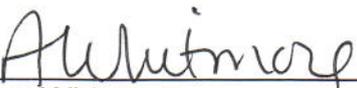


TEHACHAPI CITY COUNCIL
NOTICE OF PUBLIC HEARING
COMMUNITY TRANSIT NEEDS

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Tehachapi at 6:00 p.m., or thereafter, on Tuesday, February 17, 2015, at the Wells Education Center, 300 S. Robinson Street, Tehachapi, California, to consider possible unmet transit needs for residents within the City of Tehachapi.

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

TEHACHAPI CITY COUNCIL



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

Dated: January 7, 2015

Posted: January 7, 2015

Published: Tehachapi News January 14, 2015

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI FINDING THAT THERE ARE NO UNMET
TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN
THE CITY.**

WHEREAS, the City of Tehachapi City Council conducted a public hearing on Monday, March 2, 2015, to consider possible unmet transit needs within the City, and;

WHEREAS, the City of Tehachapi currently provides public transportation service within the City of Tehachapi, and;

WHEREAS, the objectives of providing the public transportation system are to meet the public need for limited cost transportation, to serve the mobility limited population, and to provide an alternative to private vehicle transportation.

NOW, THEREFORE, BE IT RESOLVED by the City of Tehachapi City Council that, after holding a duly advertised public hearing and receiving public testimony, it finds there are no areas within the City with unmet public transit needs which could be reasonably met by expansion of the existing system or establishment of a new system.

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the Kern County Council of Governments in conjunction with the filing of claims for Transportation Development Act Funds for Fiscal Year 2015-16 and that the City Manager is authorized to execute said claims.

PASSED AND ADOPTED by the City Council of the City of Tehachapi this 2nd day of March, 2015.

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

SUSAN WIGGINS, Mayor
of the City of Tehachapi, California

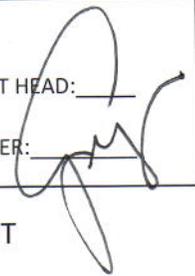
ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on March 2, 2015.

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

COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM:  DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: FEBRUARY 24, 2015

SUBJECT: EXTENSION OF ORDINANCE NO. 15-01-720 AN URGENCY ORDINANCE PURSUANT TO GOVERNMENT CODE SECTION 65858(a) PLACING A TEMPORARY MORATORIUM ON HOOKAH LOUNGE ESTABLISHMENTS

BACKGROUND:

As the City Council (Council) will recall an urgency ordinance was passed on January 20, 2015 placing a temporary ban on Hookah Lounges. Subsequently, on February 17, 2015 staff provided a status report to the City Council pursuant to Government Code Section 65858(d) describing the measures pursued by the City to resolve issues raised in the urgency ordinance. Staff intends to bring forth the introduction of an ordinance also on the March 2, 2015 agenda with the expressed intent of banning Hookah Lounges City wide on a permanent basis. Said ordinance upon its adoption will supersede the urgency ordinance. However the timing of the definitive solution/ordinance is such that the urgency ordinance in the absence of an extension will elapse prior to the effective date of the definitive ordinance. Therefore, the urgency ordinance must be extended in order for the definitive ordinance banning Hookah Lounges to be adopted and go into effect.

RECOMMENDATION:

Staff recommends the adoption of an ordinance enclosed hereto as Attachment A in order to extend Ordinance No. 15-01-720 an urgency ordinance for the purpose of allowing for the adoption of an ordinance to prohibit Hookah Lounges.

ORDINANCE NO. _____

**EXTENSION OF ORDINANCE NO. 15-01-720
PURSUANT TO CALIFORNIA GOVERNMENT
CODE SECTION 65858(a) FOR THE PURPOSE OF
ALLOWING FOR THE ADOPTION OF AN
ORDINANCE TO PROHIBIT HOOKAH LOUNGES**

WHEREAS, the City Council of the City of Tehachapi adopted Ordinance No. 15-01-720 pursuant to California Government Code Section 65858 on January 20, 2015 (the "Urgency Ordinance"); and

WHEREAS, the City Council has introduced an Ordinance to prohibit Hookah Lounges on which a public hearing will be held on March 16, 2014; and

WHEREAS, the City Council wishes to maintain the moratorium on Hookah Lounges pursuant to the Urgency Ordinance until such time as a public hearing on the Ordinance to prohibit Hookah Lounges is held and, should the City Council adopt the Ordinance, for such additional time as needed for the Ordinance to become effective or for any challenges to be completed.

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

1. That the foregoing findings and recitals are true and correct and are incorporated herein.
2. That the Urgency Ordinance is hereby extended for a period of ten (10) months and fifteen (15) days to and through December 4, 2015 unless earlier terminated by the City Council.

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PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Tehachapi, California on the 2nd day of March, 2015, by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

SUSAN WIGGINS, Mayor of the City
of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing ordinance was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on March 2, 2015.

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

Published: _____

COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ^{By} DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: FEBRUARY 24, 2015

SUBJECT: INTRODUCTION OF AN ORDINANCE PROHIBITING HOOKAH LOUNGES WITHIN THE CITY LIMITS

BACKGROUND:

As the City Council (Council) will recall an urgency ordinance was passed on January 20, 2015 placing a temporary ban on Hookah Lounges. Subsequently, on February 17, 2015 staff provided a status report to the City Council pursuant to Government Code Section 65858(d) describing the measures pursued by the City to resolve issues raised in the urgency ordinance. As the Council may further recall at the February 17, 2015 Council meeting two (2) options were presented to the Council relative to prohibiting Hookah Lounges as listed below.

- Adopt a stand-alone ordinance that bans Hookah Lounges. The language of this ordinance would most likely be incorporated into the City of Tehachapi Municipal Code.
- Adopt an ordinance that would amend the Zoning Code incorporating language where appropriate banning Hookah Lounges either City wide or within certain specific areas of the community.

In addition to the above staff also suggested that over time both of the above referenced approaches could be achieved. However, the most expeditious in the near term was the adoption of a stand-alone ordinance.

PROPOSAL:

The proposal before the Council represents a stand-alone ordinance that if adopted would prohibit the establishment of Hookah Lounges within the City limits. The ordinance as proposed would amend Chapter 5.04 (Business Permits) of the Tehachapi Municipal Code to achieve three (3) purposes as enumerated below.

1. Adding to the list of definitions the word hookah which shall read: "Hookah" shall mean a water pipe made of metal or other material, usually decorated and shaped somewhat like a bottle or small tank, with a long flexible cord pipe also known as shisha, nargile, hubble bubble nay and turkish water pipe.
2. Adding to the list of definitions the word hookah lounge which shall read: "Hookah Lounge" means an area of a commercial or industrial establishments whether enclosed indoor or outdoor designated specifically for the use of hookahs.

Adding hookah lounge to the existing list of prohibited businesses which shall read as follows: Hookah Lounges prohibited, no person shall engage in the business or occupation of conducting, operating or maintaining a Hookah Lounge in the City limits. This prohibition does not include private use of hookahs in personal residences if otherwise in compliance with applicable laws.

OPTIONS:

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

1. Adopt a stand-alone Hookah Lounge prohibition as a stand-alone ordinance as recommended herein.
2. Adopt a stand along Hookah Lounge prohibition as a stand-alone ordinance incorporating Council modifications per City Council direction.
3. Do not adopt a stand-alone Hookah Lounge prohibition by ordinance and continue with business as usual.

RECOMMENDATION:

Staff recommends the introduction of an ordinance incorporated herein as Attachment A and in doing so amend Ordinance No. 73-0-388 or more specifically amend Chapter 5.04 (Business Permits) of Title 5 of the Tehachapi Municipal Code defining Hookah Lounges and prohibiting Hookah Lounges within the City limits.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI PROHIBITING HOOKAH LOUNGES WITHIN THE
CITY LIMITS**

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

Section 1.

- A. Recently there have been a number of hookah "Lounges" established throughout the State of California, with the expressed purpose of smoking tobacco with a water pipe device known in the industry as a hookah; and
- B. There are documented health risks associated with smoking in general and smoking with the use of a water pipe or hookah device does not mitigate or eliminate these risks.
- C. Neither the Tehachapi Municipal Code or the Tehachapi Zoning Code expressly permit or prohibit Hookah Lounge establishments.
- D. Other California cities have successfully prohibited or regulated Hookah Lounges within their jurisdictions.
- E. The City had placed a temporary moratorium on such uses through the adoption of an Urgency Ordinance on January 20, 2015 during which time staff was able to research and review the impacts of such use and what mechanism might be available to restrict such use.
- F. Subsequently on February 17, 2015 the City Council received and filed a status report pursuant to Government Code Section 65858(d) describing measures pursued by the City to resolve issues raised in the Urgency Ordinance.

NOW, THEREFORE, THE CITY OF TEHACHAPI DOES ORDAIN AS FOLLOWS:

Section 2.

Chapter 5.04 (Business Permits), Article I (General Provisions) Section 5.04.020 of Title 5 of the Municipal Code is amended to add the following definitions:

- a) "Hookah" shall mean a water pipe made of metal or other material, usually decorated and shaped somewhat like a bottle or small tank, with a long flexible cord pipe also known as shisha, nargile, hubble bubble nay and turkish water pipe; and

b) "Hookah Lounge" means an area of a commercial or industrial establishments whether enclosed indoor or outdoor designated specifically for the use of hookahs and;
Chapter 5.04 (Business Permits) Article IV (Operation of Business) Section 5.40.495 is incorporated therein adding to the list of prohibited business as follows:

Hookah Lounges prohibited, no person shall engage in the business or occupation of conducting, operating or maintaining a Hookah Lounge in the City limits. This prohibition does not include private use of hookahs in personal residences if otherwise in compliance with applicable laws.

Section 3. SEVERABILITY

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

Section 4. EFFECTIVE DATE

This Ordinance shall take effect thirty (30) days after the date of its passage and within fifteen (15) days of its passage shall be published in the Tehachapi News, a newspaper of general circulation, printed and published in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi, California on the 2nd day of March.

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

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

SUSAN WIGGINS, Mayor of the City
of Tehachapi, California

ATTEST:

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

COUNCIL REPORTS

MEETING DATE: MARCH 2, 2015 AGENDA SECTION: ASST. CITY MANAGER

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

FROM: **CHRIS KIRK, ASSISTANT CITY MANAGER**

DATE: **FEBRUARY 9, 2015**

SUBJECT: **CCI WORK CREW**

BACKGROUND

In the year 2000, the City entered into an agreement with the California Correctional Institution (CCI). Through this agreement CCI provided the City an inmate work crew, supervised by a correctional officer, to perform a variety of maintenance related tasks throughout the City limits. Such tasks included, among other things, roadside trash clean up, drainage maintenance, landscaping assistance, and general construction labor.

Over the years, the inmate crew has provided useful labor to the City. We are thankful for their service and for the service of the supervising correctional officer. However, labor has been inefficient at times and because of the nature of the prison system, has at times been inconsistent. For instance, over the past month, the inmate crew has been unavailable more than half of that time due to prison lockdowns and other prison system issues. Planning work around such schedules can be frustrating for City staff.

Additionally, it is staff's understanding that over the past several years, CCI has had an increasingly difficult time staffing the inmate work crew due in large part to the State's realignment plan and the passage of Proposition 47, which have reduced the number of low-level offenders at CCI that would be eligible for the work crew.

Lastly, over the past five years, the City has spent an average of nearly \$90,000 each year for the work crew services. For comparison, that same amount of funding could be used to hire six part-time maintenance employees who would be more consistent in their availability and who could be trained to perform a variety of specific tasks that are currently not possible because of the rotating nature of the individuals in the inmate work crew.

With that in mind, Staff has discussed the issue with representatives from CCI and believes that now is an appropriate time to discontinue the agreement for the inmate work crew.

RECOMMENDATION

DISCONTINUE THE AGREEMENT BETWEEN THE CITY AND THE CALIFORNIA CORRECTIONAL INSTITUTION FOR THE USE OF THE INMATE WORK CREW AND DIRECT STAFF TO DELIVER APPROPRIATE NOTICE TO CCI OF SAME

Tom Schroeter

From: <mdunn@cacities.org>
To: <tomschroeter@sbcglobal.net>
Sent: Tuesday, January 20, 2015 11:17 AM
Subject: 2015 City Attorneys' Spring Conference Registration Confirmation

Thank you for registering for the 2015 City Attorneys' Spring Conference, May 6 - 8 at the Hyatt Regency in Monterey. Please keep a copy of this confirmation for your records. If you need to make hotel reservations, please use the link below:

Hyatt Regency Monterey:
<https://resweb.passkey.com/go/2015LeagueOfCACities>

Tehachapi
Thomas Schroeter
Attorney
tomschroeter@sbcglobal.net

2015 City Attorneys' Spring Conference

City Attorneys (Asst/Deputy/Contract) \$595.00

Sub Total: \$595.00
Amount Paid: \$595.00
Balance: \$0.00

Your registration includes electronic access to all program materials, admission to all sessions, Thursday & Friday breakfasts, Thursday lunch, and a Wednesday evening reception.

If you require special accommodations related to facility access, transportation, communication, and/or dietary requests, please contact the Conference Registrar at mdunn@cacities.org by Wednesday, April 8.

Refunds will be made for cancellations submitted in writing to mdunn@cacities.org and received by Wednesday, April 8, subject to a \$75 processing charge. There are no refunds for cancellations after this date. Substitutions can be made onsite.

2015 City Attorneys' Spring Conference

May 6, 2015 - May 8, 2015

Reservation Details

ACKNOWLEDGEMENT NUMBER:32BNH3JV

**HYATT REGENCY MONTEREY HOTEL & SPA**

1 Old Golf Course Road , Monterey , CA 93940-4908 , UNITED STATES

asha.prasad@hyatt.com

www.monterey.hyatt.com

KING GUEST ROOM

DATES: May 7, 2015 - May 8, 2015

1 night , 1 adult , 0 children

RATES

USD 195.00

TAXES

USD 44.77

TOTAL ROOM PRICE

USD 239.77

ADD-ONS**SUBTOTAL****USD 239.77****GUEST SUMMARY****THOMAS F. SCHROETER**

254 "H" Street,

Bakersfield, CA, 93304

US

tomschroeter@sbcglobal.net

(661) 327-4189

May 7, 2015 - May 8, 2015

PAYMENT INFORMATION

Credit Card

American Express

*****3004

** / **

BILLING ADDRESS

Thomas F. Schroeter

254 "H" Street,

Bakersfield, CA, 93304

US

(661) 327-4189

RATES

May 7, 2015 - USD 195.00

OTHER INFORMATION

SMOKING PREFERENCE: No Preference

ACCESSIBLE: No

POLICIES**ROOM POLICIES**

- Tax is not included

TAX POLICY

\$0.15 Ca Tourism Fee Per Night.

~~\$2.00~~ Monterey County fee Per Night.

10% Occupancy Tax Per Night.

1.6% CONF CTR FAC DST

\$10.00 Resort fee Per Night.

DEPOSIT POLICY

Total Deposit (USD):

CANCEL POLICY

48 hrs prior to arrival

CHILDREN POLICY

Children aged 18 years or younger will stay free of charge in their parents room.

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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