

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

2. Mayor to present a Proclamation for DMV/Donate Life California Month

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 15-15
Tehachapi City Council Unassigned Ord. No. 15-05-723
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-15
Tehachapi Public Financing Authority Unassigned Res. No. 01-15

- *3. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on March 16, 2015 – **APPROVE AND FILE**
- *5. Destruction of Records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for March 24, 2015 through April 1, 2015 – **AUTHORIZE PAYMENTS**
7. 2014/15 Mid-year budget adjustments – **APPROVE THE 2014-15 MID-YEAR BUDGET ADJUSTMENTS AS PRESENTED**
- *8. Agreement with White Nelson Diehl Evans LLP for payroll tax consulting services – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND WHITE NELSON DIEHL EVANS LLP AND AUTHORIZE THE MAYOR TO SIGN**
- *9. Federal Transit Administration Section 5311 funding program for public transportation in rural areas - **ADOPT A RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

AIRPORT MANAGER REPORTS

- *10. Johnston's Motorcycle Training Center Agreement – **APPROVE THE ANNUAL LICENSE AGREEMENT FOR 2015 BETWEEN THE CITY OF TEHACHAPI AND JOHN B. JOHNSTON DBA JOHNSTON'S MOTORCYCLE TRAINING CENTER FOR THE USE OF THE CITY'S EAST TRANSIENT RAMP TO PROVIDE CERTIFIED MOTORCYCLE TRAINING AND AUTHORIZE THE MAYOR TO SIGN**
- *11. Commercial Hangar Ground Lease Agreement – **APPROVE THE COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 09E BETWEEN THE CITY OF TEHACHAPI AND JOSEPH AND SANYA BIVIANO**

PUBLIC WORKS DIRECTOR REPORTS

12. Ordinance establishing a Water Shortage Contingency Plan – **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, April 6, 2015- 6:00 P.M. - PG. 3

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

13. Mitigated Negative Declaration for the Tehachapi Rodeo Grounds and Event Center – **ADOPT THE MITIGATED NEGATIVE DECLARATION FOR THE TEHACHAPI EVENT CENTER AND RODEO GROUNDS AS PRESENTED**

CITY ENGINEER REPORTS

- *14. Active Transportation Program Class I bicycle path on the south side of Valley Boulevard between Mulberry Street and Mill Street Program Supplement Agreement and Resolution – **ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO.0M83 REV.000 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00415S, PROJECT NO. ATPL-5184(025)**
15. Full Cost Allocation Plan and Services Fee Study Contract Agreement – **APPROVE THE SELECTION OF CAPITAL ACCOUNTING PARTNERS, LLC AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH SAID CONSULTANT FOR THE DEVELOPMENT OF A FULL COST ALLOCATION PLAN AND SERVICES FEE STUDY FOR A FEE OF \$41,200. FURTHER, AUTHORIZE THE CITY MANAGER TO APPROVE INCREASES TO SAID FEE OF UP TO 10% (OR \$4,120) IF DEEMED APPROPRIATE BY CITY STAFF**
- *16. Antelope Run Grant Deed of Easement and receipt of Tehachapi Boulevard Quit Claim – **ACCEPT THE QUITCLAIM DEED FROM TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT FOR A PORTION OF TEHACHAPI BOULEVARD AND AUTHORIZE THE CITY CLERK TO SIGN AND NOTARIZE THE CERTIFICATE OF ACCEPTANCE AND INSTRUCT STAFF TO RECORD SAME; APPROVE THE EASEMENT GRANT DEED TO TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT FOR A PORTION OF ANTELOPE RUN AND AUTHORIZE THE MAYOR TO SIGN**

POLICE CHIEF REPORTS

17. Ordinance amending Ordinance No. 701 and Tehachapi Municipal Code Sections 1.16.065 E and F pertaining to appeals of administrative citations – **INTRODUCTION ONLY**
18. Cost recovery fees for code enforcement actions – **ADOPT A RESOLUTION ESTABLISHING A PROCESSING FEE FOR VARIOUS POLICE SERVICES**
19. Emergency abatement at 209 North Curry Street – **APPROVE THE EMERGENCY ABATEMENT ACTIONS CONDUCTED BY CODE ENFORCEMENT AT 209 NORTH CURRY STREET**

ASSISTANT CITY MANAGER REPORTS

- *20. Agreement with Pyro Spectaculars for the fireworks display at the July 4th Hotdog Festival – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL OF THE CITY ATTORNEY**

**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, April 6, 2015- 6:00 P.M. - PG. 4

CITY MANAGER REPORTS

21. Resolution recognizing the critical work of eastern sierra connect regional broadband consortium in deploying broadband throughout the region and the necessity to leverage broadband resources through the continuation of consortia activity by state funding as proposed by assembly bill 1262 – **ADOPT A RESOLUTION IN SUPPORT OF ASSEMBLY BILL 1262 AND BROADBAND REGIONAL CONSORTIA**

22. PERS Non-Industrial disability retirement of Police Sergeant Paille – **ADOPT A RESOLUTION CONCERNING THE NON-INDUSTRIAL DISABILITY RETIREMENT OF POLICE SERGEANT PAILLE**

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

COUNCILMEMBER ANNOUNCEMENTS OR REPORTS

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

CLOSED SESSION

1. Conference with legal counsel regarding potential litigation per Government Code Section 54956.9(d) 2,(e)(1).

2. Public Employee Release Per Government Code Section 54957(b)(1).

ADJOURNMENT

ACTION TAKEN

<p>*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on March 2, 2015 - APPROVED AND FILED.</p>	<p>Approved & Filed Sm/Ni Motion Carried Ab: Gr</p>
<p>*4. Destruction of Records – ADOPTED RESOLUTION NUMBER 13-15 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS.</p>	<p>Adopted Res. No. 13-15 Authorizing The Destruction Of Certain City Records Sm/Ni Motion Carried Ab: Gr</p>
<p><u>COMMUNITY OUTREACH COORDINATOR REPORTS</u></p>	
<p>5. Economic Impact of Tourism – ASSISTANT CITY MANAGER CHRIS KIRK INTRODUCED ITEM; TERESA HITCHCOCK, COUNTY OF KERN, GAVE PRESENTATION; PAT DOODY, TEHACHAPI TOURISM COMMISSION, GAVE PRESENTATION; MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR GAVE PRESENTATION; CHARLES WHITE WITH MAIN STREET, MARTY PAY WITH GREATER TEHACHAPI CHAMBER OF COMMERCE, AND NIKKI CUMMINGS WITH TEHACHAPI ECONOMIC DEVELOPMENT COUNCIL SPOKE ABOUT TOPIC.</p>	<p>NAT</p>
<p><u>FINANCE DIRECTOR REPORTS</u></p>	
<p>*6. Disbursements, bills and claims for March 2, 2015 through March 11, 2015 – AUTHORIZED PAYMENTS.</p>	<p>Authorized Payments Sm/Ni Motion Carried Ab: Gr</p>
<p>*7. City of Tehachapi Treasurer’s Report through February 2015 – RECEIVED REPORT.</p>	<p>Received Report Sm/Ni Motion Carried Ab: Gr</p>
<p>8. 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 – OPENED HEARING AT 6:45 PM; NOTICE OF PUBLIC HEARING ON JANUARY 14, 2015; NO CORRESPONDENCE RECEIVED; FINANCE DIRECTOR HANNAH CHUNG GAVE STAFF REPORT; NO PUBLIC COMMENT RECEIVED; CLOSED HEARING AT 6:49 PM; ADOPTED RESOLUTION NUMBER FINDING THAT THERE ARE NO UNMET TRANSIT NEEDS THAT ARE REASONABLE TO MEET WITHIN THE CITY.</p>	<p>Adopted Res. No. Finding That There Are No Unmet Transit Needs That Are Reasonable To Meet Within The City Ni/Sm Motion Carried Ab: Gr</p>
<p><u>COMMUNITY DEVELOPMENT DIRECTOR REPORTS</u></p>	
<p>9. Second reading of an Ordinance prohibiting hookah lounges within the city limits - ASSISTANT CITY MANAGER CHRIS KIRK GAVE REPORT; MARYANN HESTER, CITY RESIDENT, ASKED FOR CLARIFICATION OF “HOOKAH” AND “HOOKAH LOUNGE”; COUNCILMEMBER SMITH COMMENTED ON ORDINANCE; ADOPTED ORDINANCE NUMBER 15-04-723 PROHIBITING HOOKAH LOUNGES WITHIN THE CITY LIMITS AND AMENDING SECTION 5.04.020 OF THE TEHACHAPI MUNICIPAL CODE.</p>	<p>Adopted Ord. No. 15-04-723 Prohibiting Hookah Lounges Within The City Limits & Amending Section 5.04.020 Of The Tehachapi Municipal Code Wi/Gr Motion Carried Ab: Gr</p>

CITY ENGINEER REPORTS

10. Bicycle Master Plan Implementation Project Phase I Notice of Completion – **CITY ENGINEER JAY SCHLOSSER GAVE REPORT; CHARLES WHITE, CITY RESIDENT, ASKED ABOUT OVERLAY CLARIFICATION; APPROVED THE NOTICE OF COMPLETION FOR THE BICYCLE MASTER PLAN IMPLEMENTATION PROJECT PHASE I AND DIRECTED STAFF TO RECORD SAME.**

Approved The Notice Of Completion For The Bicycle Master Plan Implementation Project Phase I & Directed Staff To Record Same
Wa/Sm Motion Carried
Ab: Gr

CITY MANAGER REPORTS

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

NAT

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

12. Appointment of Council Member to the Tehachapi Event Center Oversight Board – **MAYOR WIGGINS RE-APPOINTED KIM NIXON TO THE TEHACHAPI EVENT CENTER OVERSIGHT BOARD.**

Mayor Wiggins Re-Appointed Kim Nixon To The Tehachapi Event Center Oversight Board

CLOSED SESSION

1. Approval of closed session minutes for February 17, 2015 and March 2, 2015.

Approved Minutes
Ni/Sm Motion Carried
Ab; Gr

ADJOURNMENT

The City Council/Boards adjourned at 7:06 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, April 6, 2015, at 6:00 p.m.

DENISE JONES, CMC
City Clerk, City of Tehachapi

Approved this 6th day
Of April, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



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

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MARCH 30, 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 6th day of April 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 April 6, 2015.

ASHLEY WHITMORE
City Clerk of the City of Tehachapi, California



Certificate of Records Destruction

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

Contact Name: Tori Marsh Title: Deputy City Clerk

Content Description	Retention	Code
1 Terminated City Agreements year-2009	T+5	CCP337.2 343 B&P7042.5
Action Duct Cleaning Co 2005		
Alpha Scapes Inc 2005		
Alpine Firewood and Tree Service 2001		
David Construction (demolition) 1998		
Cen-Cal Heavy Moving Inc 1998		
Dust N Diamonds Equestrian Drill Team 2008		
Equipment Use Agreement BVSCSD 1998		
Gordon Special Svs J&J Special Svs 1006		
Graphic Solutions LTD 2002-2008		
Haub BeeKay Theatre (architectural) 2006		
Janitorial Sherry Felsoci 2005, 2007 (2 files)		
Janitorial Alice Lauricella 2000		
Janitorial Cheri Zuluetta 1998		
Karl's Tractor Service 1999		
Lawrence R Moss Associates (architect) 2004		
Simon Sewer Maintenance 2005		
Safety Striping Services Inc 2006		
Ralph Anderson & Associates 2008		
Way West Productions 2005		
Tehachapi Resource Conservation District West Nile Virus 2005		

	Tehachapi Lumber Supply 2004		
	Willdan, Inc (traffic signal survey) 2007		
	Fireworks Fourth of July 1996		
	Fireworks Fourth of July 1997		
	Agreements, Contracts & Leases 1977		
	HDR Town Planning 2006		
	Mountain Festival Correspondence 2003	CU+2	GC34090d
	AYSO/BMX Correspondence 1998	CU+2	GC34090d
	City Hall-Use of Council Chambers corresp 1997	CU+2	GC34090d
	Civic Org - Tehachapi Heritage League Bi-centennial Committee correspondence 1975	CU+2	GC34090d
	Parents & Youth Against Alcohol & Drugs 1989	CU+2	GC34090d
	Tehachapi Merchants Assoc Street Faire 1990	CU+2	GC34090d
2	Fire Services Analysis 2007	CU+2	GC34090
	Proposal for Fire Service Analysis 2006	AU+5	GC34090 CCP337
	Fire Services - Jason Caudle's working file 2006	CU+2	GC34090d
	National Park Svs report 1974	CL+2	GC34090
	Federal Interagency Floodplain Management Task Force Guidebook 1996	CL+2	GC34090
	RFPs Police Svs Analysis 2005	CU+2 AU+5	GC34090 CCP337
	Federal Transportation Improvement Plan 1994 for years 1993-2000		
	County of Kern, Draft EIR Rosamond Hills 1994		
3	Planning Commission Agendas 1978-1983	CU+2	GC34090
	Planning Commission State Office of Planning correspondence 1957-1983	CU+2	GC34090d
	Seismic Safety Element working docs 1975	CU+2	GC34090d
	Noise Control Element working docs 1975	CU+2	GC34090d
	Recreation & Parks Element working docs 1972	CU+2	GC34090d
	Scenic Highways Element working docs 1982	CU+2	GC34090d

	Conservation Element working docs 1973	CU+2	GC34090d
	Conservation & Open Space working docs 1973	CU+2	GC34090d
	Open Space Element working docs 1973	CU+2	GC34090d
	Tehachapi Mtn Fest proposals 2001-2009	CU+2	GC34090
4	Planning Commission Agenda Pstgs 2005-2009	CU+2	GC34090
	Planning Commission Packets 2006-2007	CU+2	GC34090d
5	Planning Commission Packets 2008	CU+2	GC34090d
	General Plan working docs 1967-68	CU+2	GC34090d
	Housing Element working docs 1971-1976	CU+2	GC34090d
	Housing Element working docs 1979-1984	CU+2	GC34090d
	Water/Sewer Elements working docs 1972	CU+2	GC34090d
	Transportation Element correspond 1973-1975	CU+2	GC34090d
	Transportation Element correspond 1973-1976	CU+2	GC34090d
	Scenic Hwys Element working docs 1973-1975	CU+2	GC34090d
	Conditions on Subdivision Directional Signs working docs 1979	CU+2	GC34090d
	Tehachapi Trade Corridor correspond 2008	CU+2	GC34090d
	Amend Title 18 Zoning Ord working docs 2006	CU+2	GC34090d
	Amend Title 18 Zoning Ord proof of publication 2006	CU+4	CCP343 349 GC911.2 GC34090
	Amend Sign Ordinance working docs 2010	CU+2	GC34090d
	Amend Sign Ordinance proof of publication 2010	CU+4	CCP343 349 GC911.2 GC34090
	Façade Incentive Pgm working docs 2009-2010	CU+2	GC34090d
	Passport Transmittals 2012	CU+2	federal guidelines
6	CDGB Program Funding working documents 1998 -2007	CL+4	24CFR570.502b3 241CFR85.42 OMB Cir A110C

7	REBECCA BERGSTROM FILES		
	Downtown Tehachapi Street Imprvmnt Project - working documentation, copies of misc project files 2004	CU+2 CL+4	GC34090d 24CFR570.502b3 241CFR85.42 OMB Cir A110C
	Collections - small claims case record 2001 & collection agency assignment 2004	CL+7 AU+4	42USCs1983 GC34090
	Boyle - copies of project authorization forms 2004-06	CL+4	24CFR570.502b3 241CFR85.42 OMB Cir A110C
	Dance Permits/Business Licenses (bz that have dancing) 2000-2008	CU+2 T+4	GC34090 CCP337
	Airport Commission packets 2002-2005	CU+2	GC34090
	City Council correspondence 1961-1994 (6 files)	CU+2	GC34090d
	City Clerk correspondence 1974-1987	CU+2	GC34090d
	City Attorney copies of correspondence to legislators 1979-1986	CU+2	GC34090d
	Public Works memos/dep't reports 1997-1998	CU+2	GC34090d
	Public Works correspondence 1998	CU+2	GC34090d
	Building Dept correspondence 1984-1986	CU+2	GC34090d
	Water & Street/Public Works Superintendent correspondence 1966-1985	CU+2	GC34090d
	Misc correspondence 1989-2008	CU+2	GC34090d
	Fire Dept Correspondence 1984-1986	CU+2	GC34090d
	Fire Dept hydrant flow 1997	CL+3	UFC103.34
	Fire Dept Weed Abatement 1985	CL+2	GC34090
	Fire Truck operations manual 1977	L+2	GC34090
	City of Tehachapi Fire Department numbered property stickers 00001-01000	CU+2	GC34090
	City Engineer Recruitment 1984-1985	CL+3	GC12946 GC6250 29CFR1602 29CFR1607 29CFR1627.3
	USA Daily Ticket Transmittals 7/2005 - 12/2005	CU+2	GC34090

	Loan Resolution 12-98 NOT EXECUTED	CU+2	GC34090d
	Safety Meetings 1998-2004	CL+5	OMB1220-0029 29CFR1904.4 GC34090

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

Signature: _____

Date: _____

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

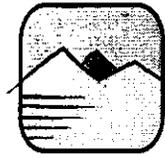
Benz Sanitation: _____

Date: _____

Accounts Payable

Checks by Date - Detail By Vendor Number

User: hthomas
 Printed: 4/1/2015 - 2:01 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	52128821	PW/Industrial Acetylene/ind high press>100cf	127.67
		Check Total:	127.67
		Vendor Total:	127.67
0017	American Business Machines		
Check No:	0	Check Date:	
	229599-1	Wtr/Shipping-GPR-15 Black Toner-contract	4.00
	229599-2	Swr/Shipping-GPR-15 Black Toner-contract	4.00
		Check Total:	8.00
		Vendor Total:	8.00
0030	The Bakersfield Californian		
Check No:	0	Check Date:	
	13765135	GG/KBJ 1/2 H 6x6.125 Ad	292.50
	13775211	CH Anx/Notice Inviting Seal/Drywall Ad	283.87
	13776270	CH Anx/Notice Inviting Seal/Storefront Ad	320.36
	13776305	CH Anx/Notice Inviting Seal/Low Voltage Ad	320.06
	137788668	CH Anx/Notice Inviting Seal/Plumbing re-bid A	293.61
		Check Total:	1,510.40
		Vendor Total:	1,510.40
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B195841-1	Wtr/samples/Hayes/Fair Oak/Alder	36.00
	B195841-2	Wtr/samples/Dennison Well & Wahlstrom Well	50.00
	B196189-1	Wtr/samples/Minton Well/Highline Resv	50.00
	B196189-2	Wtr/samples/East I St/West D St/Canyon Dr	36.00
	B196831-1	Wtr/samples/Curry Resv#1 & #2/Curry Well	75.00
	B196831-2	Wtr/samples/Mullberry/Fig/Hickory	36.00
	B197163	Swr/samples/Influent & Effluent	325.00
	B197401	Wtr/samples/Dennison & Mojave Wells	30.00
	B197402	Wtr/samples/Curry Resv	15.00
	B197542	Swr/samples/Influent & Effluent	325.00
	B197645-1	Wtr/samples/Mojave Well & Pinon Well	50.00
	B197645-2	Wtr/samples/Oakwood/Brentwood/Tanglewood	36.00
	B197661	Wtr/samples/Curry Resv	15.00
	B197769	Wtr/samples/Dennison & Mojave Wells	30.00
	B197838	Wtr/samples/Curry Resv	15.00
	B197839	Wtr/samples/Dennison & Mojave Wells	30.00
	B197883	Swr/samples/Influent & Effluent	325.00
	B198346	Swr/samples/Influent & Effluent	325.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,804.00
		Vendor Total:	1,804.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0072803	Mill St & Capital Hills Parkway/Pavement Inves	5,250.00
	0072804	Tehachapi Blvd Rehab Ph 3/Pavement Investigat	3,808.00
		Check Total:	9,058.00
		Vendor Total:	9,058.00
0101	Central San Joaquin Valley RMA		
Check No:	0	Check Date:	
	RMA-2015-0817-1	Workers Comp-Gen Gov	2,730.25
	RMA-2015-0817-1	Workers Comp-Finance	347.98
	RMA-2015-0817-1	Workers Comp - PW	3,874.55
	RMA-2015-0817-1	Workers Comp - Landscape	1,492.27
	RMA-2015-0817-1	Workers Comp - Construction	2,623.19
	RMA-2015-0817-1	Workers Comp - Comm Dev.	1,766.63
	RMA-2015-0817-1	Workers Comp - IT	107.07
	RMA-2015-0817-1	Workers Comp - Police	26,606.60
	RMA-2015-0817-1	Workers Comp - Council	194.06
	RMA-2015-0817-1	Workers Comp - City Clerk	207.45
	RMA-2015-0817-1	Workers Comp - Treasurer	40.15
	RMA-2015-0817-1	Workers Comp - Streets	2,328.74
	RMA-2015-0817-1	Workers Comp - Refuse	327.90
	RMA-2015-0817-1	Workers Comp - Water Distr.	10,787.18
	RMA-2015-0817-1	Workers Comp - WWTP	6,805.56
	RMA-2015-0817-1	Workers Comp - Transit	87.00
	RMA-2015-0817-1	Workers Comp - Airport	3,238.83
	RMA-2015-0817-1	Workers Comp - Engr	3,352.59
	RMA-2015-0817-2	Pooled Liab - Water	6,328.33
	RMA-2015-0817-2	Pooled Liab - Sewer	4,740.05
	RMA-2015-0817-2	Pooled Liab - Gen Gov	13,748.62
		Check Total:	91,735.00
		Vendor Total:	91,735.00
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	5228	Parking Activity for 02/15	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0236	Kern Council of Governments		
Check No:	0	Check Date:	
	03162015-1	GG/Paying for Regional Awards 3 @ \$45 3/5/15	135.00
	03162015-2	CC/Paying for Regional Awards 5 @ \$45 3/5/15	225.00
		Check Total:	360.00
		Vendor Total:	360.00
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1401169	GG/General Prof Svcs through 2/28/15	3,213.00

Vendor	Invoice No	Line Description	Check Amount
	1401170	PD/Graff & Disney Litigation/Prof Svcs through	3,183.40
	1401171-1	PD/Negotiations 2014/Prof Svcs through 2/28/15	3,491.00
	1401171-2	PW/Negotiations 2014/Prof Svcs through 2/28/15	2,444.00
		Check Total:	12,331.40
		Vendor Total:	12,331.40
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	29	GG/Broom Family Trust v City of Tehachapi Fel	3,738.00
		Check Total:	3,738.00
		Vendor Total:	3,738.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	140100347	Swr/dust mop/#2-3x4 mats/#3-3x10 mats	44.46
	140194983	PW/Linen Maintenance	104.52
	140196309	PW/Linen Maintenance	99.10
	140197648	PW/Linen Maintenance	104.52
	140197649	Swr/dust mop/#2-3x4 mats/#3-3x10 mats	44.46
	140197719	PW/#2-Orange HD L gloves	21.50
	140198983	PW/Linen Maintenance	99.10
	140198984	Swr/dust mop/#2-3x4 mats/#3-3x10 mats	44.46
		Check Total:	562.12
		Vendor Total:	562.12
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0281214	PW/unleaded gas & diesel fuel	738.71
	0281421	PW/unleaded gas & diesel fuel	1,019.53
	0281602	PW/unleaded gas & diesel fuel	836.16
		Check Total:	2,594.40
		Vendor Total:	2,594.40
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	0325201-1	Air/Legal Services 2/19-3/23/15	1,430.00
	0325201-2	Wtr/Legal Services 2/19-3/23/15	65.00
	0325201-3	GG/Legal Services 2/19-3/23/15	6,734.00
	03252015-4	PERS M1 Contribution 2/19-3/23/15	-404.78
		Check Total:	7,824.22
		Vendor Total:	7,824.22
0424	Greater Tehachapi Chamber of Comm		
Check No:	0	Check Date:	
	03172015	GG/March monthly Chamber lunch 1@15	15.00
		Check Total:	15.00
		Vendor Total:	15.00
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70687003	Wtr/3/8" fine PG64-10	352.76

Vendor	Invoice No	Line Description	Check Amount
	70694167	Wtr/3/8" fine PG64-10	386.73
		Check Total:	739.49
		Vendor Total:	739.49
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	135873-0	Eng/#69-scan blueprint copies	185.44
	136530-1	GG/wireless laser pointer	84.02
	136581-0	GG/2pk 1/2" bk/wht labels/case paper	69.56
	136581-1	Swr/Z200 multimedia speakers	36.54
	136581-2	GG/2" binding combs	1.61
	136584-0	PW/HP bk Inkcart	25.78
	136604-0	GG/AA batteries/3x3 notes	27.93
	136623-0	GG/case paper	34.39
	136635-0	GG/1/3 cut folders/#2-cases paper	84.36
	136636-0	PD/#2-case paper/8" scissors/disinfectant wipes	120.37
	136636-1	PD/multifold towels	36.58
	136738-0	GG/batteries/paper/clips/pens/sharpie/highlighter	282.99
	136739-0	GG/2 dz blk gel pens/1rm copy paper	45.08
	136739-1	GG/desktop stapler	28.92
	136759-0	PD/#1-Blue toner	84.07
	136759-1	PD/#1-Yellow toner	84.07
	136764-0-1	Wtr/#20 pads/#1000 copies	44.07
	136764-0-2	Swr/#20 pads/#1000 copies	22.04
	136764-0-3	PW/#20 pads/#1000 copies	22.04
	684462-0	Constr/pencil/eraser/8" triangle set/compass-prot	14.88
	684566-0	Constr/12" arch tri scale white	5.02
	685870-0	PD/#3-8.5x11 frames	31.51
		Check Total:	1,371.27
		Vendor Total:	1,371.27
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-221552-1	Wtr/wound seal/bandage/pain-aid/cough drp/eye	55.15
	34-221552-2	Swr/wound seal/bandage/pain-aid/cough drp/eye	55.15
	34-221553	PW/bl clotting spr/bandaids/cold tab/lbubtabs/cot	101.21
	34-221554-1	Constr/swabs/gauze/antacid/cough drp/blistex/ic	50.53
	34-221554-2	Air/swabs/gauze/antacid/cough drp/blistex/ice p	50.52
	34-221557	GG/bl clotting spr/eye drops/histenol/eye wash	55.31
		Check Total:	367.87
		Vendor Total:	367.87
0503	Coastline Equipment		
Check No:	0	Check Date:	
	229468	PW/#5-pin #5-sealing wax #5 tooth #4-Kit/RE	148.63
		Check Total:	148.63
		Vendor Total:	148.63
0509	Safety-Kleen Systems Inc.		
Check No:	0	Check Date:	
	66213295	PW/30G parts washer solvent	347.55
		Check Total:	347.55

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	347.55
0524	Scotts Auto Body Inc.		
Check No:	0	Check Date:	
	1001	GG/2 wheel alignment-2011 Chevy Colorado	60.00
		Check Total:	60.00
		Vendor Total:	60.00
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	62869	Swr/tetrafin goldfish	20.41
		Check Total:	20.41
		Vendor Total:	20.41
0817	Kimball Midwest		
Check No:	0	Check Date:	
	4104682	PW/25-fitting/100-hex nut-washer-cap screw/dri	999.06
		Check Total:	999.06
		Vendor Total:	999.06
0842	Kern Transit		
Check No:	0	Check Date:	
	01312015-1	Dial-A-Ride Jan 2015/Operating Costs	12,062.40
	01312015-2	Dial-A-Ride Jan 2015/Less Farebox Revenue	-488.61
	01312015-3	Dial-A-Ride Jan 2015/Sat Operating Costs	1,012.66
	01312015-4	Dial-A-Ride Jan 2015/Less Sat Farebox Revenue	-59.12
	02282015-1	Dial-A-Ride Feb 2015/Operating Costs	11,342.24
	02282015-2	Dial-A-Ride Feb 2015/Less Farebox Revenue	-495.10
	02282015-3	Dial-A-Ride Feb 2015/Sat Operating Costs	994.18
	02282015-4	Dial-A-Ride Feb 2015/Less Sat Farebox Revenue	-38.19
	12312014-1	Dial-A-Ride Dec 2014/Operating Costs	12,267.75
	12312014-2	Dial-A-Ride Dec 2014/Less Farebox Revenue	-460.53
	12312014-3	Dial-A-Ride Dec 2014/Sat Operating Costs	1,012.66
	12312014-4	Dial-A-Ride Dec 2014/Less Sat Farebox Revenue	-40.89
		Check Total:	37,109.45
		Vendor Total:	37,109.45
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	79494	Cycle 6 HSIP Tehachapi Blvd/Prof Svcs 1/18-2/1	12,596.32
		Check Total:	12,596.32
		Vendor Total:	12,596.32
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4617	GG/#45-full color blank note pads	278.64
	4620	GG/#1000 2-color window envelopes	130.08
	4621	PD/Business Cards-#500-M Goe & #500-M Sto	110.94
	4623	GG/#500-full color letterhead/#1000 full color 2	306.38
		Check Total:	826.04

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	826.04
1069	Tehachapi Valley Recreation & Parks I		
Check No:	0	Check Date:	
	1088	GG/Sponsorship of TVRPD Oldtimers Reunion	4,500.00
		Check Total:	4,500.00
		Vendor Total:	4,500.00
1149	GAVEA		
Check No:	0	Check Date:	
	1299	CD/Event room sponsor 03/19/15	500.00
		Check Total:	500.00
		Vendor Total:	500.00
1313	Certified Laboratories		
Check No:	0	Check Date:	
	1828228-1	GG/#3-bath tissue/#8-multi-fold towels	359.90
	1828228-2	Air/#3-bath tissue/#8-multi-fold towels	140.48
	1828228-3	Constr/#3-bath tissue/#8-multi-fold towels	140.48
	1828228-4	Swr/#3-bath tissue/#8-multi-fold towels	359.90
		Check Total:	1,000.76
		Vendor Total:	1,000.76
1469	Kern County Auditor-Controller-Coun		
Check No:	0	Check Date:	
	03242015	Tehachapi Rodeo Grounds & Event Center	2,260.00
	03262015	CC/November 4 2014 General Election	2,908.58
		Check Total:	5,168.58
		Vendor Total:	5,168.58
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2491446	CH Anx/Acct#976693400/wash stand/toilet rent	126.50
		Check Total:	126.50
		Vendor Total:	126.50
1506	San Joaquin Safety Shoes		
Check No:	0	Check Date:	
	65579	Swr/work boots-W Misiura	182.74
	65582	Swr/work boots-P Cowan	178.44
		Check Total:	361.18
		Vendor Total:	361.18
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	038150/1	GG/Green Plant/The Shed	53.70
	038150/2	GG/Green Plant/Perfetto	42.95
	038150/3	GG/Green Plant/Big Pappas Steakhouse	42.95
		Check Total:	139.60

Vendor	Invoice No	Line Description	Check Amount
			Vendor Total:
1724	Banks Pest Control Inc.		139.60
Check No:	0	Check Date:	
	442807	GG/bimonthly service/104 S Robinson St	79.00
	442849	PD/bimonthly service/220 C St	95.00
			Check Total:
			174.00
			Vendor Total:
			174.00
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	D596841	Wtr/#24-OD & #12-CTS Redi-Clamps/utility bo	1,246.11
	D599996	Wtr/steel checker plate	304.08
	D605847	Wtr/#24-Insta-Tite/#9-FIPXMN/#7-90 ELL/12-(1,835.77
	D613578	Wtr/#16-Meters BL09 USG 3G UC83 Sebiloy	4,562.30
	D614909	Wtr/#2-FL30D Fibrelyte LID	116.94
	D643499	Wtr/#3-ANG BMV FIPXMN LL/#12-4x7 & #12	2,536.43
	D643505	Wtr/#8-Meters BL09 USG 3G UC83 Sebiloy	2,281.15
	D649477	Wtr/#12-meter resetter/#24-ADPT ICFTXCTSI	2,759.82
	D654987	Wtr/#6-Clevis pins/#6-cotter pins/#6-SFTY CPL	512.78
	D654999	Wtr/#3-Epoxy W/E-G Bales	191.10
	D657640	Swr/#40-4x20' SDR35 PVC SWR pipe (G)	39.13
	D664620	Wtr/#12-Insta-Tite	314.63
	D671078	Wtr/#8-FL30D Fibrelyte LID	739.09
			Check Total:
			17,439.33
			Vendor Total:
			17,439.33
1866	Bear Valley CSD		
Check No:	0	Check Date:	
	03182015-1	PD/dispatch servies Jan 2015	35,381.95
	03182015-2	PD/dispatch servies Feb 2015	35,381.95
			Check Total:
			70,763.90
			Vendor Total:
			70,763.90
1869	State Water Resources Control Board		
Check No:	0	Check Date:	
	03182015	Swr/Renewal Fees/Grade II Certification-A Gam	230.00
			Check Total:
			230.00
			Vendor Total:
			230.00
1982	SSD Systems		
Check No:	0	Check Date:	
	1085539-A-1	Air/314 Hayes St Pilots Lounge/burglar alarm se	36.75
	1085539-A-10	PD/220 C Street/Fire alarm services	420.00
	1085539-A-11	GG/115 S Robinson St/burglar alarm services	34.65
	1085539-A-12	Air/314 Hayes St Pilots Lounge/Radio Backup s	23.10
	1085539-A-2	Air/100 Commercial Way/burglar alarm services	17.33
	1085539-A-3	Constr/100 Commercial Way/burglar alarm servi	17.32
	1085539-A-4	PW/800 Enterprise Way/burglar alarm services	46.50
	1085539-A-5	Swr/750 Enterprise Way Treatment/burglar alarm	30.98
	1085539-A-6	Wtr/750 Enterprise Way Treatment/burglar alarm	30.97
	1085539-A-7	Swr/750 Enterprise Way storage/burglar alarm se	25.73
	1085539-A-8	Wtr/750 Enterprise Way storage/burglar alarm se	25.72

Vendor	Invoice No	Line Description	Check Amount
	1085539-A-9	Depot/101 Tehachapi Blvd/Fire alarm services	79.00
		Check Total:	788.05
		Vendor Total:	788.05
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	836877	PW/Rhinoramp max 16000LB	67.71
	836924-1	GG/#5-oil filters/#12-5W20 synthetic motor oil	108.98
	836924-2	Swr/#2-oil (Gold) filters	15.48
	836967	PW/#2-oil filters	15.48
	836970	PW/#2-air filters (Gold)/fuel filter (Gold)	49.16
	837015	PW/#2-fuel filters	16.28
	837119	Air/#6-RFD pins/#8-RFD COTT pins	1.87
	837654	PW/#2-mud flaps/#2-splash guard	58.18
	837657	PW/#4-.64in SQ STL 30in SGH	31.26
	837772	PW/KIT horizontal mounting bracket .75	13.48
	837995	PW/KIT horizontal mounting bracket .75	13.48
	838308	PW/starter	252.52
	838697	PW/#2-.64in SQ STL 30in SGH/KIT horiz mtg t	30.64
	838832	Constr/#2-QT 5w30 GTX	12.53
	838861-1	GG/air filter (Gold)	15.28
	838861-2	Wtr/#2-DEF	21.47
		Check Total:	723.80
		Vendor Total:	723.80
2113	Fuel Controls Inc.		
Check No:	0	Check Date:	
	83523	Air/100 Octane Wholesale Fuel	15,960.67
		Check Total:	15,960.67
		Vendor Total:	15,960.67
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	221483	GG/coffee service March 2015	184.00
		Check Total:	184.00
		Vendor Total:	184.00
2200	Argo Chemical		
Check No:	0	Check Date:	
	1503122	Wtr/#660Gal Chlor Sol 12.5% NSF/freight/fee	1,159.25
		Check Total:	1,159.25
		Vendor Total:	1,159.25
2201	SC Communications Inc.		
Check No:	0	Check Date:	
	3850	Air/install inline lightning arrestor/cabing from .	1,900.00
		Check Total:	1,900.00
		Vendor Total:	1,900.00
2472	All Weather Inc.		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	61041	Air/AWOS Maintenance	1,875.00
		Check Total:	1,875.00
		Vendor Total:	1,875.00
2506	Central California Power		
Check No:	0	Check Date:	
	90589	Swr/Service call-replaced Hobbs switch on Load	1,426.13
		Check Total:	1,426.13
		Vendor Total:	1,426.13
2676	USPS-Hasler		
Check No:	0	Check Date:	
	03252015	GG/Postage Acct #216528/Agr #400086982	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH6950	PW/100' power cord-for battery chargers on sanc	250.08
	CATEH7025-1	Swr/gloves/batteries/knee pad/eyewear/cap	334.37
	CATEH7025-2	PW/gloves/batteries/knee pad/eyewear/cap	95.53
	CATEH7025-3	Wtr/gloves/batteries/knee pad/eyewear/cap	47.77
	CATEH7122	Strts/1/2 Forge Brass ball valve/HXRDCG NPL/	17.73
		Check Total:	745.48
		Vendor Total:	745.48
2837	Tartaglia Engineering		
Check No:	0	Check Date:	
	2	Air/EA Rehab S'Taxiway/Prof svcs Inv#2 Feb 20	11,286.00
		Check Total:	11,286.00
		Vendor Total:	11,286.00
2902	Sim Sanitation Inc		
Check No:	0	Check Date:	
	31667	Air/standard & handicap toilet rental April 2015	82.00
		Check Total:	82.00
		Vendor Total:	82.00
2914	CivicPlus		
Check No:	0	Check Date:	
	153750	GG/Quarterly fee hosting & support	2,065.34
		Check Total:	2,065.34
		Vendor Total:	2,065.34
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	186542	GG/General Fees Prof svcs through 02/28/15	171.50
	186543	AD 89-2 Fees Prof svcs through 02/28/15	574.35
	186544	AD 89-3 Fees Prof svcs through 02/28/15	435.65

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,181.50
		Vendor Total:	1,181.50
3024	Our Valley Fence Company		
Check No:	0	Check Date:	
	6359	PW/Repair MGS guard rail posts	3,643.45
		Check Total:	3,643.45
		Vendor Total:	3,643.45
3055	Mesa Engineering		
Check No:	0	Check Date:	
	03172015	Wtr/Refund-Meter #252501000/minimum charge	803.76
		Check Total:	803.76
		Vendor Total:	803.76
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37519316	Event Center Infrastructure Project	3,536.23
	37519317	Tucker Road Rehabilitation Project	3,865.25
	37519319	Challenger Dr Construction Phase Support	539.50
	37519320-1	Eng/2014/15 General Services	7,299.67
	37519320-2	Swr/2014 WWTP Annual Report	2,501.00
	37519321	Effluent Disposal Operatons Report	1,007.55
	37519324	CD/Zone Map Update 2014	4,930.00
	37519325	Swr/E Tehachapi/Sewer Lift Station Connection	2,877.17
		Check Total:	26,556.37
		Vendor Total:	26,556.37
3104	Hilltop Publishers Home of The Loop		
Check No:	0	Check Date:	
	15807	GG/Full page color Ad Vol 2805 3/14/15	400.00
		Check Total:	400.00
		Vendor Total:	400.00
3135	Juan A. Acuna		
Check No:	0	Check Date:	
	203994	CH Anx/pumped 5 yards concrete	200.00
		Check Total:	200.00
		Vendor Total:	200.00
3248	Three Way Automotive Group		
Check No:	0	Check Date:	
	653645	PW/clip	4.89
		Check Total:	4.89
		Vendor Total:	4.89
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12000102 CR	Strts/Cr-#4-36" R1-1 stop signs/Ref#POA42141	-451.50
	12000203	Strts/Custom 8x42 GRN/WHT-Victoria Rose Ln	64.50

Vendor	Invoice No	Line Description	Check Amount
	12000390	Strts/#3-Custom 24x30 BLK/YLW-HIP-Chevrer	241.88
	12000391	Strts/#6-R1-1 30"x30" x63"/#2-Custom sign 36x	579.21
	12000422	Strts/Custom signs-#1-8x24 & #1-8x36 double s	145.13
	12000427	Strts/#10-Intl 6101 white fast dry W/B 5GL	601.33
	12000484	PW/#4-wood posts & blocks/#4-guardrail/#4-tyr	1,175.00
	12000485	Strts/Custom sign 24x30 BLK/WHT HIP-Do No	80.63
		Check Total:	2,436.18
		Vendor Total:	2,436.18
3488	Proffitt Family LLC		
Check No:	0	Check Date:	
	03312015	Wtr/Refund/Hydrant meter# 4746134-Minimum	796.79
		Check Total:	796.79
		Vendor Total:	796.79
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	1931	CD/Capital Hills Scope of Work & BudgetProf S	950.00
		Check Total:	950.00
		Vendor Total:	950.00
3645	Blueprint Service		
Check No:	0	Check Date:	
	836393	Swr/#84-plotting B/W bond file-Recycled water	13.55
		Check Total:	13.55
		Vendor Total:	13.55
3701	E&M Electric & Machinery Inc.		
Check No:	0	Check Date:	
	270224	Swr/CFP#106917-Premium Level Renewal	8,926.34
		Check Total:	8,926.34
		Vendor Total:	8,926.34
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0312SS	CC/clean office/104 S Robinson St	120.00
		Check Total:	120.00
		Vendor Total:	120.00
3725	Powerstride Battery Co. Inc.		
Check No:	0	Check Date:	
	84307	Strts/#2-WP18-12 batteries	105.35
		Check Total:	105.35
		Vendor Total:	105.35
3807	Diamond Technologies		
Check No:	0	Check Date:	
	13935	IT/7 Servers on Storage Craft Backup Software I	338.80
		Check Total:	338.80

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	338.80
3837	CEMEX Construction Materials Pac L		
Check No:	0	Check Date:	
	9430449944	CH Anx/SK AE PM concrete/fees	599.90
		Check Total:	599.90
		Vendor Total:	599.90
3840	ProPet Distributors, Inc.		
Check No:	0	Check Date:	
	106092	Depot/Pet station-bags & dispenser/trash recepta	382.95
		Check Total:	382.95
		Vendor Total:	382.95
3847	Broad Band Integrators		
Check No:	0	Check Date:	
	03262015	Wtr/Refund-Hydrant Meter#4745922-Minium C	833.08
		Check Total:	833.08
		Vendor Total:	833.08
		Report Total:	374,246.78

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 3/23/2015 - 5:22 PM

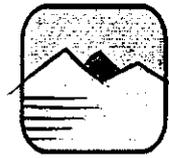


			Check Amount
Check No:	42309	Check Date: 03/23/2015	
Vendor:	3199	Slick Fish Marketing Co.	
2086-1		CD/postcard invite design/print job & EDD set u	278.80
2086-2		CD/-25% withholding-State of CA Franchise Tax	-69.70
2087-1		GG/Fixed Sponsor Logos/Loop Ad March 2015	80.00
2087-2		GG/-25% withholding-State of CA Franchise Tax	-20.00
			269.10
Check No:	42310	Check Date: 03/23/2015	
Vendor:	3844	State of California- Franchise Tax Board	
03122015-1		CD/#312613192904136373/Inv# 2086 25% of \$	69.70
03122015-2		GG/#312613192904136373/Inv# 2087 25% of \$	20.00
			89.70
Date Totals:			358.80
Report Total:			358.80

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 3/24/2015 - 4:08 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	42311	Check Date: 03/24/2015	
Vendor:	2963	AT&T	
6324944		Swr/BAN#9391006714/Telemetry System	18.05
6338767		PD/Cr Calnet 2-Acct#6618225778781/telephone	-18.12
6338930		PD/BAN #9391040069/PD telephone	409.10
6339099		Swr/BAN# 9391006710/Scada	98.04
6339100		GG/BAN #9391006712/CH line 1	397.52
6339101		Swr/BAN# 9391006713/WWTP Office	108.81
6339102		Depot/BAN# 9391006715/Railroad	50.49
6339103		Swr/BAN#9391006716/Lift station	18.05
6339104		GG/BAN# 9391006717/CH Fax	65.00
6339105		Air/BAN# 9391006718/AWOS	18.05
6339106		PW/BAN #9391006719/DSL Fax	34.27
6339107		Air/BAN# 9391006720/Fuel system	18.05
6339108		LLD/BAN# 9391006721/auto dialer/1002 Apple	18.05
6352995		PD/BAN#9391006708/T 1 Line	290.30
			1,525.66
Check No:	42312	Check Date: 03/24/2015	
Vendor:	0061	BSK Associates	
0072037		Tehachapi Blvd/Prof Svc 11/1-11/31/14	210.00
0072078		Tehachapi Bicycle Master Plan Ph I/Prof Svc 11/	117.50
0072342		Tehachapi Bicycle Master Plan Ph I/Prof Svc 12/	190.00
			517.50
Check No:	42313	Check Date: 03/24/2015	
Vendor:	0565	CWEA	
03152015		Swr/Association Membership #000023345I-J Pa	156.00
			156.00
Check No:	42314	Check Date: 03/24/2015	
Vendor:	0395	The Gas Company	
03112015		GG/non-residential heat/115 S Robinson St	92.72
03162015-1		GG/non-residential heat/200 W Tehachapi Blvd	20.55
03162015-2		PD/non-residential heat/220 W C St	418.01
03162015-3		Air/non-residential heat/100 Commercial Way	141.47
03162015-4		Air/non-residential heat/409 Bryan Ct	82.93
			755.68
Check No:	42315	Check Date: 03/24/2015	
Vendor:	2810	Annette Henning	
03242015-1		PD/Mileage/CAPE Evidence Training 4/1-4/3/14	303.73
03242015-2		PD/Meal Per Diem/CAPE Evidence Training 4/1	150.00
			453.73
Check No:	42316	Check Date: 03/24/2015	
Vendor:	2695	Home Depot Credit Services	

0042898	CH Anx/#2-1x10 gal pipes/1"valve/elbow/coupli	96.32
0140651	PW/#2-10.5" Univ flat free hand truck tires	52.38
1010523	CH Anx/#10-2x4-92 1/4"green doug fir stud	25.77
1022611	Strts/#2-33G drawstring 50ct bags	39.68
1311399	PW/#2-8x1/2"zinc wood screws	4.43
1574383	Wtr/PTFE tape/seal tape/8oz thread sealant	20.50
1590371	CH Anx/#2-1x4-8 common board	6.62
2010433	Swr/#2-60lb sakrete concrete mix/wheelbarrow	80.64
2010461	CH Anx/3M respirator 20pk	21.36
2574343	Strts/#4-solar fence lights#5-solar pathway light	193.21
3010404	CH Anx/#20-concrete dobies/#2-grd stakes/#14-	111.35
3011343	Swr/#10- 8oz hand sanitizers	21.29
3023822	PW/#6-gutter-flash/2-3" wall scrapers/#2-caulk g	64.82
3590108	PW/14W spiral mini bulb 4pk	7.31
4010335	CH Anx/#5-cabinet grade 48x96 ply SB	185.02
4010850	Land/red stake flags 100pk/red marking spray pa	14.24
4533014	Strts/#2-1-1/4x3/4 galv bushings for sweeper	9.70
4582746	PD/scotch extreme mounting tape	21.47
5010829	GG/#2-33G forceflex drawstring bags 40pk	30.04
7011140	CH Anx/#8-60lb sakrete concrete mix	21.13
7132927	PW/pledge furniture polish	6.43
8010149	CH Anx/#4-1"x10' PVC 40 PE Pipe	16.17
8010189	CH Anx/#4-1" PVC male adapter/#2-1" PVC uni	43.08
8010203	CH Anx/#4-2x4-10 & #2-2x4-14 premium doug	66.65
8023508	CH Anx/#4-PVC male adapters/#2-1" PVC unio	14.06
8023512	Strts/4x4-8 premium doug fir	9.19
8101439	Swr/#5-HRVSP 25'clear vinyl	20.43
8560020	Wtr/#14-zinc coil chain/#8-5/16" zinc grab hook	87.25

1,290.54

Check No:	42317	Check Date:	03/24/2015	
Vendor:	0127	State of California Department of Justice		
086705		GG/Cust#143859/Fingerprints-M Stout Feb 201		32.00
088260		PD/Fingerprint apps/cust of records Feb 2015		138.00

170.00

Check No:	42318	Check Date:	03/24/2015	
Vendor:	2809	Amelia Thompson		
03242015-1		PD/Mileage/CAPE Evidence Training 4/1-4/3/15		303.73
03242015-2		PD/Meal Per Diem/CAPE Evidence Training 4/1		150.00

453.73

Check No:	42319	Check Date:	03/24/2015	
Vendor:	1973	Union Pacific Railroad		
273070978		GG/LS-Rent 4/1/15-3/31/16		5,766.75

5,766.75

Check No:	42320	Check Date:	03/24/2015	
Vendor:	3011	Verizon Wireless		
9741463157		PD/Mobile Broadband Feb 2015		578.74
9742274160-1		Fin/Mobile Broadband/H Chung 02/14-03/13/15		29.65
9742274160-2		Wtr/Mobile Broadband/T Brown 02/14-03/13/15		15.01
9742274160-3		Swr/Mobile Broadband/T Brown 02/14-03/13/15		15.01

638.41

Date Totals: 11,728.00

Check Amount

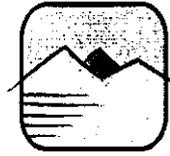
Report Total:

11,728.00

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
 Printed: 3/25/2015 - 3:09 PM



CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	42321	Check Date: 03/25/2015	
Vendor:	0155	FedEx	
297564942-1		Event/Standard Overnight/State Clearing House	32.34
297564942-2		PD/Standard Overnight/Dept of Justice WSIN	74.55
			106.89
Check No:	42322	Check Date: 03/25/2015	
Vendor:	1855	Gemini Group L.L.C.	
115-12062		Wtr/#3000-CCR mailing service	900.00
			900.00
Check No:	42323	Check Date: 03/25/2015	
Vendor:	0372	Southern California Edison	
03112015-1		Strts/1300 Goodrick Dr #Z	27.77
03112015-10		LLD/Mill St/D St	67.90
03112015-11		Drain/409 Bailey Ct	43.41
03112015-2		Strts/Mulberry/Brentwood	72.41
03112015-3		Swr/755 Steuber Well	198.79
03112015-4		LLD/Manzanita/Green	268.25
03112015-5		LLD/1199 Canyon Drive East	28.04
03112015-6		LLD/1200 S Dennison	28.19
03112015-7		LLD/1202 S Dennison	29.22
03112015-8		LLD/1000 Canyon Dr W	28.34
03112015-9		LLD/Dennison/Pinon St	1,206.97
03122015-1		LLD/115 Manzanita St	28.34
03122015-2		Strts/209 E Highline Rd PED	28.06
03122015-3		Wtr/White Oak EXTND-E-Curry	864.18
03142015-1		Wtr/126 S Snyder Ave	41.49
03142015-2		Wtr/NW Cor Anita/Dennison	2,210.97
03192015		Strts/800 S Curry St #A	45.60
03212015-1		Strts/Curry St S/O Pinon St 12/8/14-1/7/15	17.05
03212015-10		GG/303 E D St	64.36
03212015-11		PW/100 Commercial Way	161.67
03212015-12		PW/101 Commercial Way	135.75
03212015-13		Air/314 N Hayes St	133.69
03212015-14		Air/9999 1/2 Hayes St	95.24
03212015-15		Air/316 S Mojave St	48.71
03212015-16		Air/409 Bryan Ct	146.49
03212015-17		Air/West End Teh Airport	50.71
03212015-18		Air/314 N Hayes St #B	320.81
03212015-19		Air/NE Cor Teh Airport	188.22
03212015-2		Strts/Curry St S/O Pinon St 1/7-2/5/15	16.79
03212015-20		Air/314 N Hayes St #G3	37.58
03212015-21		Air/Dennison/SO HWY 58	152.31
03212015-22		Air/314 N Hayes St	123.32
03212015-3		Strts/Curry St S/O Pinon St 2/5-3/9/15	18.53
03212015-4		PW/800 Enterprise	101.72
03212015-5		PW/800 Enterprise Shop	208.50

Check Amount

03212015-6	Swr/800 Enterprise	429.26
03212015-7	GG/115 S Robinson St	813.55
03212015-8	PD/129 E F St 1/19-2/18/15	198.79
03212015-9	PD/129 E F St 2/18-3/19/15	270.62

8,951.60

Check No: 42324 Check Date: 03/25/2015
Vendor: 0445 Tehachapi Senior Center Inc.
04012015 Sr Nutrition Program-Space Rent April 2015

400.00

400.00

Date Totals: 10,358.49

Report Total: 10,358.49

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
Printed: 3/26/2015 - 5:18 PM



CITY OF
TEHACHAPI
CALIFORNIA

		Check Amount
Check No:	42325	Check Date: 03/26/2015
Vendor:	3846	Orange Coast Title Company
1401647421321		Litigation Guarantee-FNG 89-2/APN 223-490-1
		2,316.00
		<u>2,316.00</u>
	Date Totals:	2,316.00
		<u>2,316.00</u>
	Report Total:	2,316.00
		<u>2,316.00</u>

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MARCH 31, 2015

SUBJECT: 2014/15 MID YEAR BUDGET ADJUSTMENTS

2014/2015 Mid-Year Budget Adjustments Summary

Fund	Fund Balance Increase (Decrease)		
	Revenue	Expenditure	Fund Balance Change
General Fund	152,365	317,829	(165,464)
Gas Tax / Streets & Roads	557,908	(161,004)	718,912
Capital Proj / Special Revenues	1,197,143	125,268	1,071,874
Refuse	51,789	47,568	4,221
Water	(555,926)	(420,283)	(135,643)
Sewer	(193,061)	80,226	(273,287)
Transit	38,285	15,030	23,255
Airport	(483,859)	(486,330)	2,470
Total	764,643	(481,695)	1,246,338
LLD & DBAD	897	17,894	(16,996)

FISCAL IMPACT

In comparison to the 2014-15 original budget, the anticipated increase in city-wide fund balance with the mid-year budget adjustments is \$1,246,338. Furthermore, a \$19,380 decrease in fund balance for Landscape and Lighting Districts (LLD) and Drainage Benefit Assessment Districts (DBAD) combined is expected after the mid-year budget adjustments.

The major variance items are as follows:

REVENUES

- \$115,340 GF: Collection of Police Department Grants – Revenue
- \$750,000 Street: TDA 8 Grant for Street and Road fund – TDA allocation from prior years
- (\$ 47,174) Fees: Traffic Signal – Regional Fee
- \$915,505 Capital Project: Grant received for Challenger Drive Extension
- \$450,270 Capital Project: Railroad Double Tracking Settlement
- (\$107,976) Water: Connection Fee- Revenue Decrease
- (\$216,247) Sewer: Connection Fee- Revenue Decrease

EXPENSES

- \$ 74,300 GF: Legal Expense
- \$ 75,000 GF: Computer Maintenance
- \$ 63,300 GF: Annexation and Housing Element Updates
- \$104,232 Capital Project: Tehachapi Blvd. Rehabilitation Project Expense
- \$ 50,473 Capital Project: Tehachapi Event Center
- \$ 54,314 Capital Project: Net of HSIP East Tehachapi Improvement Project Cost and Grant
- \$ 54,106 Capital Project: Old Police Building Reconstruction
- \$130,000 Water: Recycle Water Pump Station

ACTION

1. Approve 2014-15 mid-year budget adjustments.
2. Make further adjustments to the 2014-15 budget.

RECOMMENDATION

Approve 2014-15 mid-year budget adjustments as presented.

2014/15 Mid-Year Budget Major Variances

CITY OF TEHACHAPI		
2014/15 MID YEAR BUDGET ADJUSTMENT		
VARIANCE ANALYSIS		
GENERAL FUND		
REVENUE		
Original	Adjusted	Increase(Decrease)
6,232,073	6,384,438	152,365
Variances From:		
Sales Tax		63,676
VLF in Lieu & Veh License Colltn in Excess		26,383
Police Grant		115,340
SLESF		100,000
Construction/Landscape Billable		(20,000)
Project Management Service (Engr dept)		(20,000)
CSJVRMA/Worker Comp Refund		11,798
Planning Application Fee		(13,000)
Plan Check Fee		(46,000)
Service/Admin Charge		(47,000)
Traffic Safety		(4,000)
Interest Income		(14,000)
Misc. Revenue Change		(832)
		152,365
EXPENDITURE		
Original	Adjusted	Increase(Decrease)
6,227,040	6,544,869	317,829
Variances From:		
Personnel Cost - Employee Recruitment, Worker's Comp Insurance		7,060
Office and Special Supplies		7,337
Education, Lodging, Conference & Mileage		9,680
CCI-Work Crew reduced		(35,615)
Consulting expenses re: Dispatch Service		17,343
SLESF Expense		100,000
Legal Services		74,277
Computer Maintenance		75,000
Community Survey		34,000
FLSA Audit was removed		(23,000)
Hangar 1 Restoration		5,000
Utilities (new PD building is 2x as big as old bldg)		31,500
Gas and Oil - Police (due to lower price of gas)		(17,500)
Repairs on PD building caused by fire (offset by \$9K insurance claim)		20,469
Consulting expenses re: Boome/Benz annexation & Housing Element Update		63,298
Allocated Cost changes		(52,595)
Misc. Expenditure Increase		1,574
		317,829
Net Fund Balance Decrease		(165,464)

**CITY OF TEHACHAPI
2014/15 MID YEAR BUDGET ADJUSTMENT
VARIANCE ANALYSIS
GAS TAX and STREET AND ROAD FUNDS**

REVENUE

Original	Adjusted	Increase(Decrease)
1,440,763	1,998,671	<u>557,908</u>

Variances From:	AB2928 Traffic Congest Relief	(1,345)
	Federal Grant on Bikeway improvement	338,411
	Project Reimbursement	42,062
	Tax Revenue	800,128
	Federal Grant	(359,751)
	Transfer from 122 removed (not needed)	(261,597)
	Interest Income	0
		<u>557,908</u>

EXPENDITURE

Original	Adjusted	Increase(Decrease)
1,482,106	1,321,102	<u>(161,004)</u>

Variances From:	Payroll allocation reduced	(3,360)
	Tehachapi Blvd Rehabilitation Ph2	104,232
	Contract Service	(18,264)
	Street Signs & Markings	22,000
	Street Lights	(10,229)
	Street Maintenance	(25,000)
	Allocation Overhead	14,573
	Misc Expense	(244,957)
		<u>(161,004)</u>

Net Fund Balance Increase	718,912
----------------------------------	----------------

**CITY OF TEHACHAPI
2014/15 MID YEAR BUDGET ADJUSTMENT
PROJECT FUNDS**

<u>Fund No.</u>	<u>Fund Description</u>	<u>Revenue</u>	<u>Expenditure</u>	<u>Net Change to</u>
		<u>Change</u>	<u>Change</u>	<u>Fund Balance</u>
		Increase/(Decrease)		
126	Beverage Container Recycling	15	0	15
128	Parks & Rec. Capital Project Fund	(13,622)	30,192	(43,814)
129	Facilities Impact Fee	55	0	55
226-003	Pedestrian Travel Facilities	15,935	30,363	(14,428)
226-008	Bike Path Striping Projct	151,048	147,984	3,064
228	Traffic Signals - Regional	(47,174)	0	(47,174)
229	Traffic Signal	16,766	(3,526)	20,292
231	Tucker Road / Valley Blvd	7	0	7
319	Challenger Drive Extension	915,505	3,506	911,999
321	SAFE Route to School Grant Project	45,182	45,182	(0)
324	Valley Shoulder Ext-HSIP	50,414	595	49,819
325	Tehachapi Blvd. Improvement Phase IV	0	21	(21)
326	Tract 6216 Settlement	106	1,985	(1,879)
327	New Police Building	3,786	43,801	(40,015)
328	Tehachapi Event Center and Rodeo Grounds	0	50,473	(50,473)
329	Freedom Plaza	0	39,971	(39,971)
330	Cityhall/PD Remodel	0	54,106	(54,106)
331	HSIP East Teha Imprv Proj	62,850	117,164	(54,314)
332	CurryMedian/TompkinsSt Impr	0	15,332	(15,332)
333	Alternative Transportation Program(ATPs)	(454,000)	(451,881)	(2,119)
334	Railroad Double Tracking Settlement	450,270	0	450,270
		\$ 1,197,143	\$ 125,268	\$ 1,071,874

**CITY OF TEHACHAPI
 2014/15 MID YEAR BUDGET ADJUSTMENT
 VARIANCE ANALYSIS
 441 - REFUSE**

REVENUE

Original	Adjusted	Increase(Decrease)
1,137,188	1,188,977	<u>51,789</u>

Variances From:	Refuse collection fees	12,626
	Recycling fees	0
	Gate Fee (newly created account)	38,926
	Penalties / NSF checks	0
	Other	237
		<u>51,789</u>

EXPENDITURE

Original	Adjusted	Increase(Decrease)
1,135,938	1,183,506	<u>47,568</u>

Variances From:	Personnel - Wage Allocation	0
	Bad Debts Reduced	(3,149)
	Contact Service	11,805
	Gate Fee Contra (newly created acco	38,926
	Misc. Expense	(14)
		<u>47,568</u>

Net Fund Balance Increase	4,221
----------------------------------	--------------

**CITY OF TEHACHAPI
2013/14 MID YEAR BUDGET ADJUSTMENT
VARIANCE ANALYSIS
WATER FUND**

REVENUE		
Original	Adjusted	Increase(Decrease)
2,920,186	2,364,260	<u>(555,926)</u>
Variances From:	Water Connection Fee - less EDU	(107,976)
	Water Right Mitigation	1,000
	State Grant/KC Air Pollution (\$73,230 total grant)	(450,000)
	Interest	1,149
	Misc. Revenue Increase	(99)
		<u>(555,926)</u>
EXPENDITURE		
Original	Adjusted	Increase(Decrease)
2,867,285	2,447,001	<u>(420,283)</u>
Variances From:	Personnel - Wage Allocation	1,463
	Rep/Maint Water Lines	(10,000)
	Repairs & Maintenance	55,109
	Insurance & Bonds	40,356
	Machine & Equip	(57,400)
	Water Rights Lease	(25,000)
	Purch Wtr TCCWD	(10,000)
	Structure Improvement	125,000
	Improvement-Misc	(550,000)
	Allocated cost	2,221
	Misc. Expense	7,968
		<u>(420,283)</u>
Net Fund Balance Decrease		<u>(135,643)</u>

**CITY OF TEHACHAPI
 2014/15 MID YEAR BUDGET ADJUSTMENT
 VARIANCE ANALYSIS
 SEWER FUND**

REVENUE		
Original	Adjusted	Increase(Decrease)
2,144,855	1,951,795	<u>(193,061)</u>
Variances From:		
Sewer Use Fee		21,392
Connection fee		(216,247)
Interest Income		1,795
		<u>(193,061)</u>
EXPENDITURE		
Original	Adjusted	Increase(Decrease)
2,146,819	2,227,045	<u>80,226</u>
Variances From:		
Personnel - Wage Allocation from Unfilled Position		1,681
Discharge permit reduced		5,000
Insurance & Bonds		41,638
Rep/Maint Sewer Lines		(4,000)
Utilities		(13,318)
Misc. Fees/Permits		17,000
Allocated Cost		29,438
Machine & Equipment		4,644
New treatment plant		13,717
Sewer Maint		(15,000)
Misc. Expenses		(574)
		<u>80,226</u>
Net Fund Balance Decrease		<u>(273,287)</u>

CITY OF TEHACHAPI
2014/15 MID YEAR BUDGET ADJUSTMENT
VARIANCE ANALYSIS
446 - TRANSIT

REVENUE

Original	Adjusted	Increase(Decrease)
190,983	229,268	<u>38,285</u>
Variances From:		
	FTA Revenue-section 18	19,303
	Passenger Fares	1,300
	Transit Article 4	17,682
	Misc. Revenue	0
		<u><u>38,285</u></u>

EXPENDITURE

Original	Adjusted	Increase(Decrease)
189,114	204,144	<u>15,030</u>
Variances From:		
	Contract with Kern County	9,200
	Payroll	2,582
	Allocated Cost	3,463
	Misc. Expense	(215)
		<u><u>15,030</u></u>

Net Fund Balance Increase	23,255
----------------------------------	---------------

**CITY OF TEHACHAPI
2014/15 MID YEAR BUDGET ADJUSTMENT
VARIANCE ANALYSIS
AIRPORT FUND**

REVENUE

Original	Adjusted	Increase(Decrease)
1,379,194	895,335	<u>(483,859)</u>

Variances From:	FAA Grant Revenue	(396,000)
	State Grant	5,940
	Event Center Revenue reduced	(5,000)
	Aviation / Industrial Leases	(35,142)
	Matching Fund from Airport-operations	(53,940)
	Misc. Revenue	283
		<u>(483,859)</u>

EXPENDITURE

Original	Adjusted	Increase(Decrease)
1,542,830	1,056,501	<u>(486,330)</u>

Variances From:	Personnel - Wage allocation	(1,834)
	FAA Grant Project	(438,223)
	Matching Fund to Airport-projects	(53,940)
	Allocated Costs - GF	(6,414)
	Purchase of Hanger 20E	15,000
	Misc. expenses	(920)
		<u>(486,330)</u>

Net Fund Balance Increase	2,470
----------------------------------	--------------

**CITY OF TEHACHAPI
 2014/15 MID YEAR BUDGET ADJUSTMENT
 VARIANCE ANALYSIS
 LANDSCAPING & LIGHTING DISTRICT / DRAINAGE BENEFIT ASSESSMENT DIST.**

REVENUE

Original	Adjusted	Increase(Decrease)
265,735	266,632	<u>897</u>

EXPENDITURE

Original	Adjusted	Increase(Decrease)
344,327	362,220	<u>17,894</u>

Net Fund Balance Decrease (16,996)



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MARCH 31, 2015

SUBJECT: PAYROLL TAX CONSULTING SERVICE

BACKGROUND

From time to time, staff requires assistance from a payroll tax expert in order to process accurate payroll and accurate W-2 forms. While in search of such an expert, staff found the Tax Workshop by White Nelson Diehl Evans LLP (WNDE) and attended. The workshop was very informative and valuable. After the workshop, staff called WNDE to ask specific payroll tax questions more than once, and they provided answers without charge.

In order for the City to continue to receive the consulting service on payroll tax related matters, staff asked WNDE for a proposal. A consultant will provide payroll tax consultation services to the City on an as-needed basis. The consultation services may be rendered in any of the following forms:

- Phone consultation on payroll tax questions, with no written advice
- E-mail from City with payroll tax questions, followed by written e-mail response from Consultant, or
- Written request from City, followed by a formal tax opinion letter from a consultant.

FISCAL IMPACT

A \$3,000 advance payment will be made upon signing of the contract.

RECOMMENDATION

Approve the consulting service agreement with WNDE.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this first day of May, 2015, by and between the CITY OF TEHACHAPI (the "City"), and White Nelson Diehl Evans LLP, a California Limited Liability Partnership (the "Consultant"),

W I T N E S S E T H:

WHEREAS, the City wishes to engage Consultant to perform payroll tax consulting services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the Services and Consultant hereby agrees to perform the Services for City pursuant to the terms and conditions of this Agreement.
3. The term of this Agreement (the "Term") shall continue until one of the parties terminates it. Either party may terminate this Agreement at any time upon 30 days prior written notice to the other party. In the event of termination, Consultant shall be entitled to payment under the terms of this Agreement for the work completed by Consultant prior to the date of termination.
4. Consultant shall perform the Services on a Time and Materials basis. As used herein, "Time and Materials" shall mean the number of hours or portions of hours devoted by Consultant to performance of the Services, charged at the rate set forth in the Consultant's rate scheduled attached hereto as Exhibit "B" and by this reference made a part hereof. Concurrent with City's execution of this Agreement, City has paid Consultant \$3,000 (the "Advanced Payment") and Consultant acknowledges receipt of same. The Advanced Payment shall be a credit to City against Consultant's initial charges for Services.

(a) Consultant shall bill City no more often than monthly by invoice for the Services. The City Manager shall have the right to reasonable review of each invoice and, at the conclusion of the review, the City Manager shall place the matter on the agenda for the next available City Council Meeting for consideration by the City Council. Upon approval of the invoice, same shall be paid in the regular cycle of payments made by City for other bills and claims.

5. Consultant shall indemnify, defend and hold harmless the City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages arising out of or in any way connected with any act or omission by or on behalf of Consultant. Notwithstanding the foregoing, to the extent that City provides Consultant with information, records, or other documents necessary or convenient for Consultant to complete the Services, Consultant may rely on the accuracy and completeness of same (except as otherwise advised by City in writing) and Consultant shall have no liability for same to the extent that they are incomplete or inaccurate.

6. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement professional errors and omissions insurance satisfactory to the City Attorney in an amount not less than \$1 million per occurrence. Additionally, Consultant shall obtain and maintain a comprehensive general liability insurance policy in amounts not less than \$1 million per occurrence (the "Liability Policy"). The Liability Policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least ten days notice prior to cancellation or reduction of coverage. Consultant shall provide City with a Certificate of Insurance verifying Consultant's compliance with the foregoing requirements.

7. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

8. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if faxed or emailed or when deposited in the United States mail, registered or certified, postage prepaid, addressed, faxed or emailed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197; Email – hchung@tehachapicityhall.com; or if to Consultant, William S. Morgan, CPA, 2875 Michelle Drive, Suite 300, Irvine, CA 92606, Fax – (714) 795-

5396; Email – bmorgan@wndecpa.com. Any party may change its address or fax number or email address by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

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

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

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

18. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

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

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

SUSAN WIGGINS, Mayor
City of Tehachapi, California, "City"

WHITE NELSON DIEHL EVANS LLP,
Consultant

By: _____
William S. Morgan, CPA

EXHIBIT "A"
[Description of Services]

Payroll Tax Consulting Services

Consultant will provide payroll tax consultation services to the City on an as-needed basis. The consultation services may be rendered in any of the following forms:

- Phone consultation on payroll tax question, with no written advice
- E-mail from City with payroll tax question, followed by written e-mail response from Consultant, or
- Written request from City for a tax opinion, followed by a formal tax opinion letter from Consultant.

EXHIBIT "B"
[Rate Schedule]

The City will be invoiced for services rendered based on the hours provided at the following standard billing rates:

Michael R. Ludin, CPA, Engagement Partner	\$400.00
William S. Morgan, CPA, Principal	325.00
Tax Managers (CPAs)	225.00 to 275.00
Tax Seniors	150.00 to 175.00



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MARCH 31, 2015

SUBJECT: AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

BACKGROUND

Federal Transit Administration (FTA) Section 5311 is a program that provides funding to states for the purpose of supporting public transportation in rural areas.

The City of Tehachapi submits a Federal Transit Administration (FTA) Section 5311 Grant Application annually for operating assistance for the City's Dial-A-Ride transit service. The previously adopted resolution that authorized the City Manager to sign and execute grant applications and contract documents only covers fiscal year 2011/12 through 2013/14. Staff is currently preparing to file an FTA 5311 grant for fiscal year 2014/15, therefore it is necessary to adopt a new resolution which will cover the next three fiscal years: 2014/15, 2015/16 and 2016/17.

FISCAL IMPACT

The FTA 5311 estimated apportionment for the City in the fiscal year 2014/15 is \$43,887.

RECOMMENDATION

Adopt the resolution and repeals resolution number 01-11.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI AUTHORIZING THE
FEDERAL FUNDING UNDER FTA SECTION 5311
(49 U.S.C. SECTION 5311) WITH CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C9040.1F); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, the City of Tehachapi desires to apply for said financial assistance to permit operation of service within the City of Tehachapi; and

WHEREAS, the City of Tehachapi has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City of Tehachapi does hereby authorize the City Manager, to file and execute applications on behalf of the City of Tehachapi with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (FTA C9040.1F), as amended.

That the City Manager is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That the City Manager is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That the City Manager is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the City Council of the City of Tehachapi of Kern County, State of California, at its regular council meeting on the 6th day of April, 2015 by the following vote:

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

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 April 6, 2015.

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



COUNCIL REPORTS

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

MEETING DATE: April 6, 2015 **AGENDA SECTION:** Airport Manager

TO: Honorable Mayor Wiggins and Council Members

FROM: Tom Glasgow, Airport Manager

DATE: March 30, 2015

SUBJECT: Annual Airport Agreement – Johnston’s Motorcycle Training Center

BACKGROUND

Johnston’s Motorcycle Training Center would like to utilize the ramp area in front of Aviator City Park (90’ X 250’) to conduct DMV/CHP certified motorcycle training. The training is for beginning riders to receive 15 hours of instruction/training. Upon completion of the two-day course students will receive a DL-389 waiver to take to the DMV to obtain a motorcycle license endorsement. This course will be offered at least once a month and is open to the public.

FISCAL IMPACT

- \$100/course

RECOMMENDATION

Approve the annual License Agreement for 2015 between the City of Tehachapi and John B. Johnston dba Johnston’s Motorcycle Training Center.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this _____ day of _____, 2015 by and between the CITY OF TEHACHAPI ("City") and JOHN B. JOHNSTON dba JOHNSTON'S MOTORCYCLE TRAINING CENTER ("Licensee"),

W I T N E S S E T H :

WHEREAS, Licensee has requested the use of the City's east transient ramp to include Aviator Park as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises") to provide certified motorcycle training for beginning motorcycle riders, including five (5) hours of classroom instruction and ten (10) hours of practical training on a 90 foot by 250 foot riding range which, upon successful completion, will provide each student with a waiver (DL-389) to obtain a motorcycle license endorsement from the Department of Motor Vehicles (the "Approved Use"); and

WHEREAS, City is agreeable to Licensee's use of the Premises for the Approved Use under the terms and conditions described hereinafter and Licensee is agreeable to same.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby grants to Licensee a revocable license to use the Premises for the Approved Use subject to the terms and conditions described hereinafter. Licensee shall pay City \$100.00 for each class (not to exceed twelve (12) students as more particularly described in Paragraph 4 of this Agreement) payable in advance on or before the commencement of each class (the "Fee") for use of the Premises. Subject to approval of the Airport Manager, Licensee may use the Premises in 2015 on the following dates from 6:00 a.m. to 9:00 p.m.: April 10-12; May 15-17; June 12-14; July 10-12; August 7-9; September 11-13; October 16-18; November 13-15; and December 11-13 (subject to renewal or extension of Licensee's comprehensive general public liability insurance as more particularly described in Paragraph 6). Licensee may also use the Premises on other dates upon prior written approval of the Airport Manager. Notwithstanding the foregoing, the

Airport Manager may deny Licensee's use of the Premises on any of the foregoing dates without notice, in his sole and absolute discretion.

3. Licensee acknowledges that it has investigated the Premises and fully understands that the Premises are not maintained for the Approved Use, that they may be dangerous to use, and that there are significant hazards on the Premises which make injury or damage to persons and property likely to occur. Licensee agrees to assume the full and complete risk of the use of the Premises. Licensee agrees to accept the Premises "AS IS".

4. Licensee may use the Premises only for the Approved Use. Licensee shall limit the number of students in a class to twelve (12) students. Licensee shall be solely responsible for its vehicles and motorcycles and all other personal property brought on to the Premises by Licensee or those acting on its behalf. Except as described herein, Licensee shall make no other use of the Premises without the express written consent of City. Licensee shall not bring on to the Premises, use, or authorize or allow the use of any hazardous material on the Premises except upon prior approval of the Airport Manager. In addition to the foregoing, Licensee shall be responsible and liable for the following:

(a) No representatives of Licensee nor persons acting through it or under its control nor any motorcycle riders or visitors or guests shall trespass on to or otherwise use the real property or facilities adjoining the Premises (except as necessary to access the Premises) and no part of same shall be disturbed or damaged in any way; and

(b) Licensee shall cause traffic safety cones and such other similar devices as required by the Airport Manager to be installed in appropriate locations along the Premises for the purpose of blocking off the Premises from vehicular or pedestrian traffic as approved or directed by City to insure safety of Licensee, its employees, contractors, motorcycle riders, guests, other users of the Premises, and others visiting the Premises and same shall be to City specifications and at Licensee's sole cost and expense; and

(c) Licensee shall not allow alcoholic beverages on the Premises; and

(d) Licensee shall not damage the Premises and shall immediately remove any personal property directed to be removed by the Airport Manager or his representative; and

(e) Licensee may request an area on the Premises approved by the Airport Manager, for anticipated motorcycle, and employee vehicle parking; and

(f) Licensee shall not erect any signage except with City's prior approval; and

(g) Licensee shall not obstruct any signs on the Airport, nor interfere with persons wishing to access the Airport; and

(h) Licensee shall fully comply with and abide by all conditions imposed on Licensee's use of the Premises set forth in the Special Use Permit issued by the City of Tehachapi.

5. Licensee, for itself and its respective officers, directors, shareholders, partners, employees, contracts, agents, investors, students, and representatives (hereinafter "Licensee and Others") hereby releases City, its officers, Councilmembers, employees, agents, and representatives (hereinafter "City and Others") from any and all claims, rights, demands, liabilities, obligations, judgments, injuries, damages, attorney's fees, actions, and causes of action, in law, equity, or otherwise ("Claims"), relating to or arising out of Licensee's use of the Premises, and the foregoing shall also apply to any Claims attributable in whole or in part or in any way to any act or omission to act or any negligence or intentional act whatsoever of City. Licensee hereby expressly waives the benefits of the provisions of Section 1542 of the California Civil Code which provides as follows:

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

6. Licensee shall acquire and maintain a policy of comprehensive general public liability insurance covering Licensee's acts and omissions on the Premises. The policy described in the certificate of insurance attached hereto as Exhibit "B" and by this reference made a part hereof (the "Certificate") is deemed adequate and satisfactory. The policy shall be in amounts not less than \$1 million per occurrence and shall name City and Others as additional insureds. The policy shall not be cancelable nor may coverage be reduced without 10 days prior written notice to City. The policy shall be primary insurance and City's insurance shall not be called upon to pay any Claims related thereto until the full amount of Licensee's policy has been used. The policy shall designate the Premises as covered by the policy. Licensee shall provide City with a copy of Licensee's insurance policy, including declarations page and all endorsements and exclusions, and Licensee shall not utilize the Premises until City has approved the contents of the policy in writing.

7. Licensee and Others hereby indemnify, agree to defend (at City's option), and hold harmless City and Others from any and all Claims arising out of or related to Licensee's use of the Premises and the foregoing shall also apply to any Claims attributable in whole or in part or in any way whatsoever to any act or omission to act or any negligence or any intentional act whatsoever of City.

8. Licensee shall not damage the Premises, any fixtures thereon, or any personal property contained thereon or any other part of the Premises or adjoining properties. If City,

in City's sole discretion, determines that Licensee has caused damage, City shall notify Licensee within 30 days of its discovery of the damage and City may make the repairs or cause the repairs to be made at the sole and exclusive expense of Licensee. Licensee shall thereafter reimburse City within 10 days of receipt of City's invoice for the repair of the damage. The amount of the damage shall accrue interest at the rate of 10% simple interest per annum after 10 days from the date of the invoice if reimbursement has not then been made. Licensee shall not interfere with other uses of the Premises whether by City or others authorized by City or users of the adjoining properties and shall take instruction and orders from City representatives to prevent such interruption.

9. City may terminate this Agreement due to a breach by Licensee of this Agreement or a failure by Licensee to perform any of the obligations required hereunder and such termination shall be effective immediately upon notification of any representative of Licensee on the Premises either in writing or verbally, in City's sole discretion. In the event of a termination based on the foregoing, no part of the Fee shall be refundable. City may terminate this Agreement at any time without cause and without notice and in the event of such termination, City shall refund the pro-rata share of the Fee based on \$25.00 per day for each day of the Approved Use remaining for the month in which termination occurred. **IN THE EVENT CITY TERMINATES THIS LICENSE AT ANY TIME WITHOUT CAUSE AT CITY'S SOLE AND ABSOLUTE DISCRETION, LICENSEE SHALL IMMEDIATELY CEASE ALL ACTIVITIES ON THE PREMISES AND VACATE THE PREMISES.** In the event of such a termination, Licensee agrees that City shall have and incur no liability, including without limitation, for injuries or damages to Licensee.

10. Licensee shall comply with all requirements with all governmental authorities, enforce either now or in the future, affecting the Premises or the Approved Use, and shall faithfully observe in its use all laws, rules and regulations of those authorities, in force either now or in the future including, but not limited to, all such laws, statutes, rules, regulations, ordinances, resolutions, and minute orders of all federal, state, and local authorities, and of the City of Tehachapi.

11. The covenants and agreements herein contained are binding on Licensee and its respective officers, directors, shareholders, partners, employees, contractors, agents, investors, representatives, successors, and assigns.

12. In the event either party commences suit or action in any court of competent jurisdiction which arises out of, relates to, or is to interpret or enforce any condition, term, or provision of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs.

13. This Agreement shall be governed by the laws of the State of California.

14. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (i) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (ii) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt deemed the date of service, (iii) three business days following deposit in the United States Mail, Postage Prepaid, (iv) when sent by confirmed facsimile transmission, or (v) when sent by electronic mail ("Email") to the following addresses: City - Tom Glasgow, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - tglasgow@tehachapicityhall.com; Licensee – John Johnston, P. O. Box 502, Littlerock, California 93543, Fax – (661) 264-9650, Email – info@johnstonmotorcycletrainingcenter.com. Either party may change its address or contact information herein by notice to the other party in the manner herein described.

15. Licensee represents and warrants as follows:

(a) That he is solvent and has not filed a petition nor has one been filed against him nor does he contemplate the filing of same;

(b) That he has the skill, training, and expertise to conduct the approved use safely and without undue risk of injury or damage to others or things.

16. The parties agree that this Agreement has been the product of negotiation between the parties and that any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

17. This Agreement represents the final expression of the agreement between the parties with regard to the subject matter herein and a complete and exclusive statement of the terms thereof. This Agreement supersedes, extinguishes, and is in lieu of any and all other agreements, negotiations, understandings and representations which may have been made or entered into by and between the parties.

18. The waiver by either party of any breach of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach.

19. If any portion of this Agreement shall be considered invalid by a court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the Agreement and said Agreement shall continue in full force and effect as if the invalid portion had not been included therein.

20. All amendments to this Agreement shall be in writing and must be signed by all parties.

21. Licensee may not assign, sublet, license, encumber, or otherwise transfer, either voluntarily or involuntarily, its rights, interests, or obligations, or any part thereof, hereunder without the prior written consent of City which consent may be given or denied at the sole and exclusive discretion of City.

22. City does not represent or warrant the condition of the Premises nor its usability for the purposes for which Licensee is authorized to use it.

23. Upon termination of this Agreement, Licensee shall return the Premises to City in the same condition as Licensee received it or better, reasonable wear and tear excepted. Licensee shall be liable for any and all damages caused to the Premises and for the clean up of any hazardous material or hazardous waste left on the Premises as of Licensee's use thereof.

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

WHEREFORE, the parties have executed this Agreement on the date first hereinabove written.

Susan C. Wiggins, Mayor of the City of
Tehachapi, California

JOHN B. JOHNSTON

EXHIBIT "A"
[Premises]

EXHIBIT - A

29

EAST PARKING RAMP

90' X 250'

Google earth

© 2014 Google



EXHIBIT "B"
[Certificate of Insurance]

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RECEIVED
MAR 24 2015
CITY OF TEHACHAPI



SPECIAL USE/EVENT APPLICATION

Organization: JOHNSTON'S MOTORCYCLE TRAINING CENTER

Event Contact: JOHN B. JOHNSTON Phone Number: +1 (661) 264-3802

Address: P.O. BOX 502

City: LITTLE ROCK State: CALIFORNIA Zip Code: 93543

E-mail Address: Info@johnstonsmotorcyclctrainingcenter.com

Event Name: MOTORCYCLE SAFETY TRAINING

Event Location: TEHACHAPI MUNICIPAL AIRPORT (AJACENT TO PARK)

Event Date(s): MONTHLY: 3/1 THROUGH 12/31/2015 Event Time(s): SATURDAY & SUNDAY 6:30 A.M. TO 5 P.M.

Describe Event: (Street Closures, Activities, Participation, Etc.)

MOTORCYCLE SAFETY TRAINING CONDUCTED ONE TO TWO TIMES PER MONTH FOR NOVICE RIDERS TO BE TRAINED IN SAFE MOTORCYCLE OPERATION AND TO OBTAIN A MOTORCYCLE OPERATORS LICENSE.
(PLEASE SEE ATTACHED SCHEDULE OF TRAINING DATES)

Is the event open to the Public? Yes No

Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? EQUIPMENT, RENT, INSURANCE, FUEL, INSTRUCTOR PAYROLL

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

If Yes, what is A.B.C. Permit No? _____

*mailed
3/24/15*

Event Name MOTORCYCLE SAFETY TRAINING

Event Date(s) MONTHLY: 3/1 - 12/31/2015

Please Describe How The Following Will Be Accomplished:

Street Barricades	N/A
Traffic Control	N/A
Crowd Control	N/A
Utility Services: Water, Sewer, Electric	N/A
Lights	N/A
Dust Control	N/A
Site Clean-up & Maintenance	TO BE PERFORMED BY EMPLOYEES OF JOHNSTON'S MOTORCYCLE TRAINING CENTER
Security	N/A
Site Facilities	N/A
Health Dept.	N/A

I understand that if I am utilizing a city-owned facility I am responsible to clean the above requested facility, by removing all rubbish, debris, etc., and restore the grounds/facility back to a clean and orderly condition. I further understand I may be required to pay a deposit, at the cities discretion, for clean-up of the grounds/facility, and upon inspection of the grounds/facility, the deposit, may be fully or partially refunded, depending upon the condition the facility is left in by the user.

I also understand that this application is not a guarantee of event approval.

I, the undersigned, have read the above statements, general regulations and insurance requirements attached to this contract, and understand them and agree fully.

Applicant Signature



Date FEBRUARY 25, 2015

Office Use Only

Insurance Certificate

List Of Vendors

Meeting

Deposit

Plot Plan

Date

Time

<input type="checkbox"/> CM	<input type="checkbox"/> PW	<input type="checkbox"/> A	<input type="checkbox"/> HD
<input type="checkbox"/> CPM	<input type="checkbox"/> CD	<input type="checkbox"/> P	<input type="checkbox"/> BL
<input type="checkbox"/> LC	<input type="checkbox"/> B	<input type="checkbox"/> F	<input type="checkbox"/> C

Notes

GENERAL REGULATIONS

Facility use agreements are issued in accordance with the policies outlined below as established by the City of Tehachapi. All reservation forms must be signed and returned, along with fees and deposits, before consideration of use approval. SUBMISSION OF RESERVATION REQUEST DOES NOT CONSTITUTE APPROVAL.

1. Any authorization and usage is understood to be at the City's discretion. The City will not be responsible for special condition, accommodations or other improvements for any granted request for use. Any special needs are the responsibility of the user with prior approval of the Public Works Director.
2. Groups or persons using a facility are responsible to pay for any damage to property or loss of property.
3. The City of Tehachapi is not liable for accidental injury to persons or loss or damage of group or individual property. The City requires proof of insurance coverage.
4. When, in the opinion of the City, activity conditions warrant the presence of one or more security personnel, the cost of such service shall be borne by the group or organization sponsoring the activity.
5. Permission to use City of Tehachapi facilities is granted subject to observance of regulations, and permits may be revoked for violation of regulations.
6. Permits may not be transferred, assigned or sublet.
7. Users of the facilities shall observe, obey and comply with all applicable City, County, State and Federal Laws, rules and regulations.

FOOD AND ALCOHOL REGULATIONS

1. The use of alcoholic beverages is by written permit only and must be requested at the time the facility use application is made. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law.
2. The alcoholic beverage permittee will remove all beverages from the premises immediately following the approved function.
3. Food and refreshments, including alcoholic beverages, may be permitted in certain designated areas as determined by the City, or the designated representative.
4. Any function that is to be catered will be catered by an approved licensed caterer. All caterer's names and addresses will be provided upon request.
5. Any function where alcoholic beverages will be permitted shall require an additional (\$50.00) deposit.

ANY EXCEPTION TO THE ABOVE POLICIES WILL BE REFERRED TO THE CITY MANAGER.

FEE AND DEPOSIT SCHEDULE

The following guidelines and rules will govern the costs and procedures for City approvals.

1. Any part of an hour will be considered a full hour in determining City costs.
2. All fees must be paid to the City of Tehachapi located at 115 South Robinson Street.
3. All refunds will be mailed as soon as possible following conclusion of the activity.
4. No arrangements can be made for a time extension with personnel on duty the day of the activity.

SECURITY PERSONNEL

If, in the opinion of the City Manager or a designated representative an activity condition warrants the presence of one or more security personnel, the cost of such service shall be borne by the group or person sponsoring the activity. Proof of obtaining the required security personnel must be in the City Hall no later than 10(10) working days prior to the activity. Proof should be in the form of a receipt and/or contract from a bonded security agency. If proof is not in the City Hall by the required date, use of the facility may be denied.

IF AFTER PROOF OF SECURITY HAS BEEN SUBMITTED TO CITY, SAID SECURITY IS NOT PRESENT ON DATE OF ACTIVITY, THE CITY EMPLOYEE IN CHARGE MAY REQUEST THE GROUP TO DISCONTINUE ACTIVITY AND ASK THE GROUP TO LEAVE THE AREA.

LIABILITY INSURANCE REQUIREMENTS

Insurance requirements for persons or organizations wishing to use City facilities should be as follows:

The party requesting to use the facility ("applicant") shall secure and keep in force during the entire term of applicant's use of the facility and covering all of applicant's activities with respect to the facility a comprehensive general liability insurance policy with bodily injury, property damage, and contractual coverage of not less than \$1 million per occurrence and including a comprehensive coverage form, and coverages for premises/operation, operations hazard, complete operations, and products liability, and containing special endorsements providing substantially the following:

(1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law.

(2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;

(3) "Cross liability" or "Severability of Interest" coverage for all named insureds;

(4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;

(5) That the insurer waives all rights of subrogation against the additional named insureds;

(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

(7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

The facility shall not be used until applicant has provided City with a duly certificated certificate of insurance issued by an insurance company approved by City and evidencing that the policy has been issued, is effective, and complies with the foregoing requirements. Applicant must also provide City with a facsimile of the insurance policy and no use of the facility can be made until City has approved the policy.

INDEMNIFICATION

Applicant hereby agrees to indemnify, defend, and hold harmless the City, its Councilpersons, boards, commissions, officers, employees and agents from any and all claims, demands, suits, judgements, liability, damages, costs, and expenses arising out of or related to applicant's use or occupation of City's streets or facilities, including but not limited to, any act or omission to act on the part of City, its Councilpersons, boards, commissions, officers, employees, or agents, whether active or passive.



Applicant Signature
FEB 29 2015

Date

JOHNSTON'S MOTORCYCLE TRAINING CENTER

P.O. Box 502

Littlerock, California 93543

Toll Free: **(866) 290-2863**

(661) 264-3802

(661) 202-6246, cell

johnstonmotorcyclctrainingcenter.com

2015 Training Schedule

January 2015 N/A

February 2015 N/A

March 13, 14 & 15, 2015

April 10, 11 & 12, 2015 – **OPENING WEEKEND**

May 15, 16 & 17, 2015

June 12, 13 & 14, 2015

July 10, 11 & 12, 2015

August 7, 8 & 9, 2015

September 11, 12 & 13, 2015

October 16, 17 & 18, 2015

November 13, 14 & 15, 2015

December 11, 12 & 13, 2015



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: *TWG*

CITY MANAGER: *[Signature]*

MEETING DATE: April 6th, 2015 AGENDA SECTION: AIRPORT MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: TOM GLASGOW, AIRPORT MANAGER

DATE: MARCH 31st, 2015

SUBJECT: COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 09E

BACKGROUND

Joseph Biviano and his wife Zanya Biviano have recently purchased hangar 09E located at the Tehachapi Municipal Airport. The Biviano's are requesting a new Commercial Hangar Ground Lease Agreement with a term starting on April 6th, 2015.

FISCAL IMPACT

Rental Payment:

\$125.00/month

\$1,500.00/year

RECOMMENDATION

Approve the Commercial Hangar Ground Lease Agreement for hangar 09E between the City of Tehachapi and Joseph and Zanya Biviano.

COMMERCIAL HANGAR GROUND LEASE AGREEMENT
(Tehachapi Airport) Suite 09E

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 6th day of **April, 2015**, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and **Joseph Biviano**, and **Zanya Biviano**, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

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

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on **April 6th, 2015**, and terminating on **April 6th, 2035** (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term whichever applies. In the event LESSEE exercises its option to renew the Lease, the renewal shall be on the same terms and conditions as described in this Lease. except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. **HOLDING OVER:**

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

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

4. **RENTAL CONSIDERATION:**

As and for rental, LESSEE agrees to pay to LESSOR, the sum of **\$125.00** per month payable in advance on the first day of each month commencing **April 6th, 2015**. On February 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year. LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to February 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

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

6. **PURPOSE; NUISANCE:**

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

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

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

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

7. **CONDITION OF PREMISES:**

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

8. **SAFETY:**

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

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

9. **ALTERATIONS:**

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

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

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

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

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

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

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

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

16. **COMPLIANCE WITH LAW:**

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

17. RIGHT OF INSPECTION:

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

18. INDEMNIFICATION:

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

19. WORKERS COMPENSATION:

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

20. LIABILITY INSURANCE:

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

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

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

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

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

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

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

21. **TAXES AND ASSESSMENTS:**

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

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

23. AERONAUTICAL RESTRICTIONS:

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

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

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

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

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

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

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

24. **SUBLETTING:**

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

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

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

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

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

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

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

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

26. **BANKRUPTCY:**

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

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

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

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

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

29. NEGATION OF PARTNERSHIP:

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

30. SURRENDER OF PREMISES:

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **Joseph Biviano
Zanya Biviano
19817 Breeze Place
Tehachapi, CA 93561
661-965-3901**

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

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

LESSOR:

LESSEE:

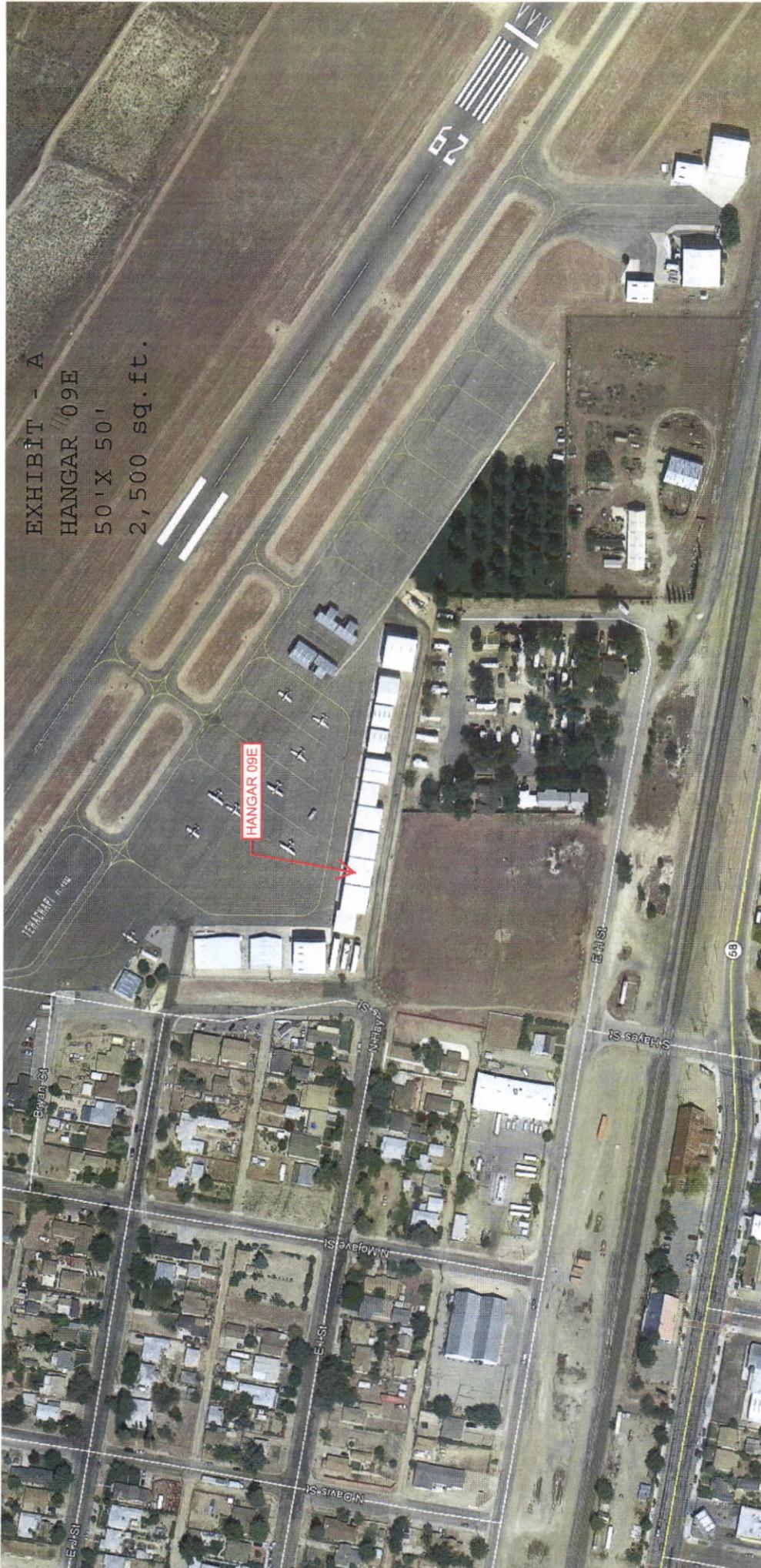
CITY OF TEHACHAPI

By: _____
Susan Wiggins
Mayor of the City of Tehachapi, California

By: _____
Joseph Biviano

By: _____
Zanya Biviano

EXHIBIT - A
HANGAR 09E
50' X 50'
2,500 sq.ft.



COUNCIL REPORTS

MEETING DATE: April 6th, 2015 **AGENDA SECTION:** PUBLIC WORKS DIRECTOR

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

FROM: **JON CURRY, PUBLIC WORKS DIRECTOR**

DATE: **APRIL 2ND, 2015**

SUBJECT: **WATER SHORTAGE CONTINGENCY PLAN, UPDATE AND ADOPTION**

BACKGROUND

On July 28th, 2014 the State Water Resources Control Board (SWRCB) enacted Emergency Drought Regulations that put controls on outdoor irrigation and other certain uses of potable water. This set of regulations had a target reduction of 20% statewide and the regulations were set to continue until April 25th of 2015. With that goal not being fully met from June of 2014 – Jan of 2015, and the drought continuing, the SWRCB moved forward on development of expanded Emergency Drought Regulations. This expanded set of Emergency Drought Regulations was adopted on March 17, 2015 and approved by the Office of Administrative Law on March 27th, 2015.

To comply with this expanded set of regulations from the SWRCB, Staff has updated the Water Shortage Contingency Plan that was first adopted as part of the Regional Urban Water Management Plan in 2011. The expanded regulations include:

- Limits on number of days per week and time for outdoor irrigation
- No outdoor irrigation during and 48 hours after a measurable rainfall event
- Restaurants may serve water only on request
- Hotels/motels must give guests the option of not laundering sheets/towels daily

RECOMMENDATION

For introduction only

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI ADDING CHAPTER 13.22 TO THE TEHACHAPI MUNICIPAL CODE ESTABLISHING A WATER SHORTAGE CONTINGENCY PLAN.

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

Section 1. AMENDMENTS.

Chapter 13.22 attached hereto as Exhibit "A" and by this reference made a part hereof. This hereby added to the Tehachapi Municipal Code.

Section 2. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is held to be invalid or unconstitutional such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. EFFECTIVE DATE.

This Ordinance shall take effect 30 days after the date of its passage and within 15 days of its passage shall be published in the 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 on the _____ day of _____, 2015.

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

AYES: Councilpersons _____

NOES: Councilpersons _____

ABSTAIN: Councilpersons _____

ABSENT: Councilpersons _____

SUSAN WIGGINS, Mayor of
the City of Tehachapi, California

ATTEST:

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

Published: _____

EXHIBIT A

Chapter 13.22

WATER SHORTAGE CONTINGENCY MEASURES

Sections:

- 13.22.010 Purpose.
- 13.22.020 Guidelines for Determination of Water Conservation Stages.
- 13.22.030 Water Conservation Stages.
- 13.22.040 Extension of Water Conservation Stages
- 13.22.050 Enforcement.

13.22.010 Purpose.

The purposes of this ordinance are to address conditions when the City's production and supply of water is insufficient to meet customer demand and to implement state regulations addressing drought conditions presently existing in the State of California which requires a water shortage contingency plan to address water shortage situations which include shortages of 10% to 50%. This chapter provides for three stages of alert conditions. When any stage is implemented by the City, the stage and this ordinance shall supercede Chapter 13.20 where the two are inconsistent and the more restrictive measures of this chapter shall apply.

13.22.020 Guidelines for Determination of Water Conservation Stages.

A water conservation stage shall be determined in accordance with the provisions of this chapter. A water conservation stage shall be called and imposed by resolution of the City Council and shall remain in full force and effect until otherwise determined or discontinued by resolution of the City Council declaring that existing water supply conditions and the supply of water available for distribution within the city's service area has been replenished or augmented. The City Manager shall promulgate guidelines (the "Guidelines") which shall set forth the criteria for determining when a particular conservation stage is to be implemented and terminated.

13.22.030 Water Conservation Stages.

A water conservation stage shall be determined in accordance with the provisions of this chapter and the Guidelines.

A. Water Conservation Stage 1. A Water Conservation Stage 1 ("Stage 1") shall be called pursuant to the Guidelines or emergency or drought-related regulations imposed by state or federal regulatory agencies. During Stage 1, compliance shall be voluntary. All water withdrawn from City facilities shall be put to reasonable beneficial use. Water conservation measures shall include the following as well as such other measures as may be implemented by the City from time to time:

1. Preventing excessive run-off from entering adjacent properties, sidewalks, gutters, surface drains or storm drains.
2. Use of drip irrigation systems or other methods designed to prevent excessive surface irrigation of landscaped areas, resulting in conditions such as puddling or runoff.
3. Repair of any and all observable leaks of water on the premises.
4. Use of a broom or blower to clean driveways and paved or hard surfaces.
5. Use of water for washing down driveways and paved or hard surfaces only when necessary to alleviate immediate fire or sanitation hazards.
6. Use of a shut off nozzle when using a hose to wash a vehicle or hand watering.
7. Use of low flow shower heads and shortening time in the shower.
8. Use of volume reduction devices in toilets and being careful not to use the toilet as an ashtray or wastebasket.
9. Reduction in water consumption for bathing, hand dishwashing and irrigation by reduction of flow time for these activities.
10. Running only full loads in the washing machine and dishwasher.

B. Water Conservation Stage 2. A Water Conservation Stage 2 ("Stage 2") shall be called pursuant to the Guidelines and when it is apparent that the City's production or supply facilities cannot meet customer demand under a Stage 1 conditions or pursuant to emergency or drought-related regulations imposed by state or federal regulatory agencies. During Stage 2, all measures in Stage 1 shall apply and shall be mandatory. In addition to the Stage 1 measures, the following shall apply in Stage 2 which shall be mandatory:

1. Irrigation of lawns, landscaping, foliage, gardens, flowerbeds, and other outdoor areas shall be limited as follows: street addresses ending in odd numbers may only water on Mondays, Wednesdays, and Fridays; and addresses ending in even numbers may water only on Tuesdays, Thursdays and Saturdays. Irrigation of any type is prohibited on Sundays. The only exception shall be areas irrigated with non-potable water. Any single irrigation station may not run longer than ten minutes per day.
2. Outdoor irrigation of turf and ornamental landscaping shall be prohibited between the hours of 10:00am and 4:00pm daily.
3. Any and all observable leaks of water on a residents' premises shall be repaired within twenty-four hours of notification to customer.
4. No hosing down of non-landscaped or hardscape areas.
5. Construction water shall be prohibited during a Stage 2 alert condition.
6. The washing of boats, vehicles or mobile equipment shall only be allowed in car washes or by using a bucket and hose with an automatic shut off nozzle for rinsing.
7. The use of water in ornamental fountains or water features shall only be permitted if the water is recirculated.
8. The City Manager will have the right to reduce the amount of water used in irrigating any park site, greenbelt or open areas within the City limits.
9. No outdoor irrigation shall be permitted during and forty-eight hours after a measurable rainfall event.

10. Restaurants and other food service establishments shall serve water to customers only on request.
11. Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily and prominently display notice of this option.
12. Other restrictions may be imposed if deemed necessary by the City Manager or City Council.

C. Water Conservation Stage 3. A Water Conservation Stage 3 ("Stage 3") shall be called pursuant to the Guidelines and when it is apparent that the reductions achieved from Stage 1 and Stage 2 conditions are not sufficient to allow the City's production and supply to meet customer demand or pursuant to any emergency or drought-related regulations imposed by state or federal regulatory agencies. During Stage 3, all measures in Stages 1 and 2 shall apply and shall be mandatory. In addition to the Stage 1 and Stage 2 measures, the following restrictions on water use shall apply which shall be mandatory:

1. No irrigating of lawns. Plants, trees and bushes may be irrigated by use of a bucket or the use of reclaimed gray water as allowed by State and County Health rules and regulations. No runoff shall occur.
2. Hosing down of unlandscaped or hard surfaces is prohibited.
3. The introduction of water into swimming pools, wading pools and spas shall be prohibited.
4. No washing of motor or recreational vehicles, except at a car wash facility.
5. Parks may irrigate trees and shrubbery with buckets only or other methods which insure that no more than twenty (20) gallons of water are used on a single tree or shrub during a period of one (1) week. Irrigation of playing fields and open spaces shall be prohibited.

13.22.040 Extensions of Water Conservation Stages.

In the event the City experiences a facility malfunction or supply interruption during high water use periods, Stages 1, 2, or 3 restrictions may be implemented immediately by the City Manager. In the event of a prolonged Stage 3 condition, the City Council shall have the authority to take any other action available to insure that the City's water supply is not jeopardized.

13.22.050 Enforcement.

A. Civil Enforcement. The City shall have all remedies available in its Municipal Code and Ordinances for the enforcement of this chapter including, without limitation, Section 1.16.065 (Administrative Citations). Any fine, penalty, interest, or costs imposed on a violator of this chapter may, in addition to all other remedies available to the City thereunder, be added to the violator's water bill and thereafter be subject to enforcement therein including, without limitation, disconnection or turnoff of water service.

B. Criminal Enforcement. Any person violating any provision of this chapter or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor unless the violation is made an infraction by ordinance and shall be punishable as described in Chapter 1.20 of the Municipal Code.

COUNCIL REPORTS

MEETING DATE: April 6, 2015 AGENDA SECTION: COMMUNITY DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM:  DAVID A. JAMES, COMMUNITY DEVELOPMENT DIRECTOR

DATE: MARCH 23, 2015

SUBJECT: ADOPTION OF A MITIGATED NEGATIVE DECLARATION FOR THE TEHACHAPI RODEO GROUNDS AND EVENT CENTER

BACKGROUND:

As the City Council (Council) may recall the Tehachapi Event Center and Rodeo Grounds (Event Center) concept Master Plan was presented to the Council on April 15, 2013 for their information and to receive feedback from the Council as to the next steps. The Council expressed their tacit support of the project and directed staff to proceed with project implementation. To that end Planning staff was asked by Assistant City Manager Chris Kirk to evaluate the Event Center Master Plan and determine a course of action relative to complying with the California Environmental Quality Act (CEQA) process. An initial study was conducted in addition to evaluating what special studies had already been prepared that might be relevant and transferable to complying with CEQA. It was determined that a Mitigated Negative Declaration would be the appropriate level of CEQA review and a list of issues to be addressed was established and background material were compiled.

As the Council may also recall one of the components of the Event Center Master Plan was to establish a motocross tract. Subsequent to staff commencing with the CEQA document preparation, the City of Tehachapi (City) was awarded a \$972,000 grant from the State Parks Department (OHV Division). On July 10, 2014 City staff met with members of the State Parks Department to discuss the grant and various obligations the City will need to comply with including CEQA compliance. Staff indicated that a Mitigated Negative Declaration was already being prepared for the entire Event Center which would include the motocross facility. CEQA prohibits projects from being broken into smaller phases to avoid environmental impacts and issues. As such the State representatives concurred with City staff that the CEQA documentation should include the Event Center project in its entirety and not prepare a CEQA document that addressed only the impacts associated with motocross track in isolation of the larger Event Center complex.

PROPOSAL:

To that end the Event Center CEQA document covered an array of issues as enumerated below in the context of a Mitigated Negative Declaration.

1. Traffic Impact
2. Noise Impact
3. Air Quality Impact
4. Cultural Resources Impact

5. Domestic Water Consumption
6. Impacts to the Sewer Treatment Capacity
7. Storm Water Runoff
8. Soils
9. Geology/Seismicity
10. Plant Life/Wildlife
11. Public Services
12. Airport Compatibility

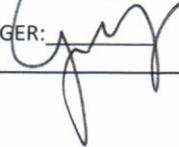
The draft document was circulated on February 4, 2015 to the State Clearinghouse (Office of Planning and Research) along with a variety of state and local agencies and organizations for the statutory 30 day review and comment period. Comments were received from California Department of Transportation (Caltrans District 9), Tehachapi-Cummings County Water District and Southern California Gas Company. These comments and staff's response to said comments can be found in their entirety under Appendix H of the attached CEQA document. All of the statutory requirements of the CEQA process have been complied with and the only remaining task is for the formal adoption of the CEQA document by the City Council.

RECOMMENDATION:

Staff recommends adoption of the Mitigated Negative Declaration prepared in conjunction with the Tehachapi Event Center and Rodeo Grounds.

A full copy of the Neg Dec can be found at the following web address - www.liveuptehachapi.com/DocumentCenter/View/2939



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: April 6, 2015

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: March 19, 2015

SUBJECT: PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

BACKGROUND:

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Active Transportation Program (ATP) in connection with the extension of the Class I bicycle path on the south side of Valley Boulevard between Mulberry Street and Mill Street. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement. This agreement is for the preliminary engineering phase of the project

Attached to this memorandum is Program Supplement Agreement No. OM83 Rev. 000 for the Valley Boulevard Bikeway Phase II as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the design and construction of this project.

RECOMMENDATION:

ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. OM83 Rev. 000 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00415S, PROJECT NO. ATPL-5184(025).

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711
(916) 654-3883
Fax (916) 654-2408



March 10, 2015

RECEIVED
MAR 18 2015
CITY OF TEHACHAPI

File : 09-KER-0-THPI

ATPL-5184(025)

South side of Valley Boulevard from
110 feet west of Mulberry Street to
95 feet east of Mill Street

Mr. Jon Curry
Public Works Director
City of Tehachapi
115 S. Robinson St.
Tehachapi, CA 93561

Attn: Mr Jay Schlosser

Dear Mr. Curry:

Enclosed are two originals of the Program Supplement Agreement No. 0M83 Rev. 000 to Administering Agency-State Master Agreement No. 00415S .

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

A copy of the State approved finance letter containing the fund encumbrance and reversion date information will be mailed to you with your copy of the executed agreement.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

for Patrick Louie
ROBERT NGUYEN, Chief (Acting)
Office of Project Implementation - South
Division of Local Assistance

Enclosure

c: OLP AE Project Files
(09) DLAE - Forest Becket

PROGRAM SUPPLEMENT NO. M83
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00415S

Adv Project ID **Date:** February 20, 2015
0915000031 **Location:** 09-KER-0-THPI
 Project Number: ATPL-5184(025)
 E.A. Number:
 Locode: 5184

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00415S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/25/13 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

South side of Valley Boulevard from 110 feet west of Mulberry Street to 95 feet east of Mill Street

TYPE OF WORK: Extend Class I bicycle path

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$136,000.00		\$136,000.00	\$0.00		\$0.00

CITY OF TEHACHAPI

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Jennie Yee **Date** 3/3/15 \$136,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

PROGRAM SUPPLEMENT NO. M83
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00415S

Adv Project ID **Date:** February 20, 2015
 0915000031 **Location:** 09-KER-0-THPI
 Project Number: ATPL-5184(025)
 E.A. Number:
 Locode: 5184

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00415S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/25/13 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

South side of Valley Boulevard from 110 feet west of Mulberry Street to 95 feet east of Mill Street

TYPE OF WORK: Extend Class I bicycle path

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$136,000.00		\$136,000.00	\$0.00		\$0.00

CITY OF TEHACHAPI

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Jennie Yee Date 3/3/15 \$136,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 0M83 REV. 000 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00415S, PROJECT NO. ATPL-5184(025)

WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

WHEREAS, the administering agency has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

WHEREAS, said PROJECT will not receive any federal funds; and

WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the Mayor of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. 0M83 REV. 000 TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 00415S, FOR PROJECT NO. ATPL-5184(025), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi

at a regular meeting this 6th day of April, 2015.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Susan Wiggins, Mayor
City of Tehachapi, California

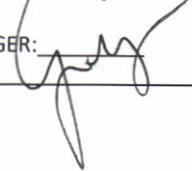
ATTEST:

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on April 6, 2015.

Ashley Whitmore, Deputy City Clerk
City of Tehachapi, California

COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: April 6, 2015

AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

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

DATE: APRIL 1, 2015

SUBJECT: FULL COST ALLOCATION PLAN AND SERVICES FEE STUDY CONTRACT AGREEMENT

BACKGROUND

As the Council is aware, the City of Tehachapi provides numerous specific use services to residents and business owners within the City. For instance, the City Building Department issues building permits for various construction activities for the benefit of the applicant and the community at large. The City charges fees for this type of activity. These fees are based upon the amount of time needed to manage the activity in question and the expense to the City for the employee(s) engaged in the work.

With the addition of a City Engineering Department and substantive staff changes within other departments, City Staff has determined that it is time to reconsider our fee schedule. To that end, City Staff solicited numerous financial consulting firms via Request for Proposal (RFP) to provide a Full Cost Allocation Plan and Service Fee Study.

The Full Cost Allocation Plan will examine the cost to the City to provide services to the community broken down on an hourly basis per employee. In short, this plan will tell us the cost per hour per employee to keep said employee on staff. These values can be used to obtain full cost recovery under grant applications as well as be used as the foundation of various City service fees.

The Service Fee Study will examine fees for select City services using the full cost allocation hourly rates in combination with processing time estimates. This study will be almost entirely focused on development services (Planning, Building, and Engineering). The last time the City adopted an updated fee schedule for these departments was in October 2005.

RFP RESULTS

The City received five responses to our RFP from the following consulting companies:

1. Capital Accounting Partners, LLC
2. NBS, Inc.
3. Matrix Consulting Group
4. MGT of America, Inc.

5. Willdan Financial Services

A review panel composed of myself, Hannah Chung, and Chris Kirk reviewed the received RFP's and selected Capital Accounting Partners, LLC.

FISCAL IMPACT

The proposal from Capital Accounting Partners, LLC is to perform the specified work for a Time & Materials fee of \$41,200. This is a budgeted expense.

RECOMMENDATION

APPROVE THE SELECTION OF CAPITAL ACCOUNTING PARTNERS, LLC AND AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH SAID CONSULTANT FOR THE DEVELOPMENT OF A FULL COST ALLOCATION PLAN AND SERVICES FEE STUDY FOR A FEE OF \$41,200. FURTHER, AUTHORIZE THE CITY MANAGER TO APPROVE INCREASES TO SAID FEE OF UP TO 10% (OR \$4,120) IF DEEMED APPROPRIATE BY CITY STAFF.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2015, by and between the CITY OF TEHACHAPI ("City") and CAPITAL ACCOUNTING PARTNERS, LLC, (the "Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to perform certain services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services").
3. Consultant shall provide the Services for the following compensation:
 - (a) The fee for the services shall not exceed \$41,200 (the "Fee") which shall be payable to Consultant upon completion of the Services to the reasonable satisfaction of City; and
 - (b) City shall pay Consultant the Construction Fee pursuant to invoices (the "Invoices") submitted by Consultant. Consultant shall submit Invoices no more often than monthly. Each Invoice shall describe the Services that have been completed and the portion of the Fee payable for same and such other information as required by City Manager from time to time. City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Consultant shall complete the Services in accordance with the project schedule more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

5. Information, data, estimates, reports, studies, and all other project documents drafted or created by Consultant or on behalf of Consultant for City shall belong to City and Consultant hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Consultant for City or on behalf of Consultant for City shall be retained and maintained for City by Consultant in its offices at no additional cost to City. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Consultant shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

6. Consultant hereby agrees to indemnify, defend and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property including without limitation, City's property, arising out of or in any way connected with Consultant's negligent performance of the Services or by any negligent act, error, or omission by Consultant related to performance of the Services.

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

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$2 million per occurrence and automobile liability for owned, hired, and non-owned vehicles; and

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million; and

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

As for the insurance described in Paragraph (a) above, Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," and

providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

8. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

9. City may terminate this Agreement at any time by giving Consultant ten days prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City.

10. All reports, information, data and exhibits drafted by or utilized by Consultant shall be the property of City and shall be delivered to City upon demand without additional costs or expense to City.

11. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed by confirmed facsimile or when sent by email or when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of delivery or on the next business day after deposit with an overnight carrier provided the carrier's records show delivery on the next business day provided sent to the following address: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2197, Email - ; jschlosser@tehachapicityhall.com or if to Consultant, Nicolie Lettini , 3570 Buena Vista Dr. Sacramento, CA 95864, Phone (916)670-0001 , Fax – (309)404-0697 , Email - nlettini@mycapartner.com. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

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

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

17. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

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

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

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

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

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

///

///

///

///

///

///

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

CITY OF TEHACHAPI, "City"

By: _____

Susan Wiggins, Mayor of the
City of Tehachapi, California



"Consultant"

By: ___ Capital Accounting Partners, LLC.

Name: Nicolie Lettini

Its: Owner/Partner

EXHIBIT "A"
[Description of Services]

Scope of Services Required – Overhead Cost Allocation Plan:

Below are the basic steps the consultant will complete to meet requirements to prepare the City of Tehachapi Full Cost Allocation Plan and OMB A-87 Cost Allocation Plan which will be done in conjunction with each other:

Task 1: Project initiation

Preliminary phone conference to review requirements, current allocation plan methods, means for consultant to obtain copies of current City documentation of cost allocation plan, and to schedule initial meeting with staff.

Task 2: Interview various departmental staff

Schedule and hold individual interviews with the necessary staff to discuss information needed by the consultant to complete the cost plan. These meetings are held to get a thorough understanding of the department's major functions and how CAP can best allocate the costs to all departments that receive their services. CAP will work with the City to establish the goals for overhead cost allocation ensuring that the development of the plan will be accurate, fair, and defensible.

Task 3: Data collection and preparation of draft plan

Collection of all necessary information from the client to prepare the draft cost allocation plans, such as revenue and expenditure reports, functional information and statistical data.

Task 4: Prepare cost allocation plans

Develop a draft of the cost allocation plans.

Task 5: Review draft plan with staff and make changes as required

Work with client to go over draft and explain what the draft means. Talk about questions and come up with any necessary changes.

Task 6: Review plan with staff for clarity and understanding

Meet with client to present and discuss the plans so there is a clear understanding by the client of the content and assurance of accuracy.

Task 7: Develop allocation measures and statistics

Work with city in developing service provisions, cost categories, and allocation criteria for future programs.

Task 8: Meet with impacted staff for questions and clarity

Meet with any additional staff from other departments to answer questions and go over the cost plan to ensure the most accurate plan will be prepared.

Task 9: Finalize cost plans

Finalize updated cost allocation plan to incorporate changes from departments during review process.

Task 10: Prepare and present Cost Allocation Plans to Select City Staff as required

Participate in presentation to City Finance staff and other select City Staff.

Preparing the Comprehensive User Fee Study

Step One: Calculate the Full Cost of Services

Calculating the full cost of services begins with reviewing the budgeted expense and revenue data. This gives us a high level overview of costs and revenues and allows us the ability to see the “bigger” picture. By “full cost” we mean the total cost at a division or departmental level. We also compare the full cost with the total revenue so that leadership can understand the relationships between direct and indirect costs.

Step Two: Calculate the Cost of Individual Fee Items

Staff interviews are done on-site in a series of focus group style workshops. Each workshop series can span 2-3 days depending up the size of the community, number of staff, number of fees, and number of work units that are involved. These workshops are designed specifically to maximize staff input with the least disruption to their day to day work.

WORKSHOP SERIES #1

This first workshop series will provide two rounds of interviews with each work unit that is involved. Each interview will last 2-3 hours. For example, during this first workshop we will want to meet with Planning staff for 2-3 hours on day one and then again for approximately 2 hours on day two or three. This gives us ample time to understand operations, identify costing issues that will be important to understand, and time to review and confirm our data.

This first set of interviews will have five objectives:

1. Identify all practices or policies that drive cost recovery.
2. Identify core business processes that drive the cost of services. These are both direct project activities as well as those activities that support the department or division.
3. Identify components of cost such as salaries, benefits, non-personnel costs, contractor costs, etc.
4. Calculate annual productive hours available. This is done by subtracting vacation, sick, personal leave, holiday, training, meeting, and break time from the standard 2080 hour hours.

5. Begin and complete gathering time estimate data with staff.

WORKSHOP SERIES #2

The second workshop will again be comprised of two separate interviews with each work unit that is represented in the study. As in workshop #1 we will schedule the initial interview followed by a second one on subsequent day(s). However, these interviews are substantially shorter and often the second interview session is not necessary.

There are four objectives to this second workshop:

1. Review and update time estimates.
2. Assign time to support activities such as customer service, long range planning, management & administration, etc.
3. Review staff salaries, budgeted expenses, FTE assignments, etc.
4. Review preliminary results for any obvious missing data.

JUST TO BE CLEAR:
We do not hand your staff a series of Excel spreadsheets and ask them to complete them. This method results in longer project times, more staff disruption, greater probabilities for errors, waste, and suspect data

Step Three: Quality Check and Formal Review

Our quality checks are based on two broad criteria.

Qualitative checks:

- Do the results make sense to staff and departmental leadership?
- Can staff explain to a customer or citizen how we arrived at the numbers we have calculated?

Quantitative checks:

- Quantitative checks assure compliance with state law requiring that user fees be aligned with the cost to actually provide the service.

Step Four: Provide Comparison Study

We offer to the City of Tehachapi a two step approach to comparative surveys. In step one we will identify 5-10 specific fees for each division or department reviewed. In step two we will also identify 2-4 development projects that are routine to the City. This approach will provide the City with a clear picture of where it stands in comparison with surrounding jurisdictions and their fees. A simple fee by fee comparison does not provide adequate comparative analysis as many cities may have identical fee descriptions but incorporate very different services into each. By adding the additional step of pricing specific development projects the City will have a better basis for comparison.

Step Five: Prepare Report

After all data has been identified, costs calculated, and final reviews by staff have been completed, we will then prepare a full and comprehensive report. We take great pride in our reports and our clients appreciate the full and complete nature of this document. The City will find in its report a complete discussion of direct costs, indirect costs, comparisons of revenue at full cost and current costs, and recommendations for policy development that will guide the City in its fee setting activities.

At a minimum our reports will provide a comprehensive:

- ✓ Analysis of the direct cost of services;
- ✓ Analysis of the indirect activity cost that supports the direct processing of applications and permits;
- ✓ Analysis of cost from City overhead;
- ✓ Analysis of the per unit cost of each service;
- ✓ Analysis of the current cost recovery rate for each service;
- ✓ Analysis of cost and recovery by fee category such as planning fees approved administratively vs. planning fees approved by the planning commission;
- ✓ Analysis of cost recovery given a targeted cost recovery rate;
- ✓ Annual summary of revenue recovery from current fee levels;
- ✓ Annual summary of revenue recovery at full cost recovery;
- ✓ Annual summary of revenue sources such as fees vs. general fund;
- ✓ Annual summary of sources of cost such as City overhead, department overhead, and direct activity costs;
- ✓ Annual summary of cost by core business processes; and
- ✓ Analysis of fee comparisons against five benchmark cities.
- ✓ Recommendations regarding cost recovery of user fees

Step Six: Council Presentations

Prior to the Council presentation and/or final stakeholder presentation, we will make all necessary adjustments to the draft report. This report, after review by staff, will form the basis of the Council presentation. We will work with staff to determine what type of presentation will be best suited for the City. Some councils want full and comprehensive presentations with full descriptions of methodologies, results, policy considerations, etc. Others want a briefer presentation that will provide a summary of costs and results. Whatever the City decides we will be available to meet the needs and provide a presentation that will work for the City of Tehachapi. However, we do find that a fuller presentation during study sessions provides the best opportunity for the Council to have a full understanding of the project.

EXHIBIT "B"
[Project Schedule]

ESTIMATED PROJECT TIMELINE AND COST

Setting and keeping a project schedule are two very different things. Our approach is that once a schedule is set, we expect it to be done within the time frame. Our designed processes are based on this. However, there are some assumptions. Simple stated they are: 1) agreed upon schedules for workshops are maintained, and 2) requests for data will be prioritized accordingly.

Schedule By Tasks	April				May				June				July			
	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4	Wk 1	Wk 2	Wk 3	Wk 4
Review Full Cost Allocation Plan																
Task 1: Project initiation																
Task 2: Interview various departmental staff																
Task 3: Review Cost Plan Allocation Basis																
Task 4: Review Costs Allocated to the OMB Plan (as required)																
Task 5: Prepare Cost Allocation plan Report and Present to City Staff																
Task 6: Finalize Cost Plans Review																
Task 7: Prepare and provide a presentation to the City Council																
Comprehensive User Fee Study																
Step One: Calculate the Full Cost of Services																
Step Two: Calculate the Cost of Individual Fee Items																
Step Three: Quality Check and Formal Reviews																
Step Four: Provide Comparison Study																
Step Five: Prepare Report																
Step Six: Council and Stakeholder Presentations																

The following is our budget for this project. We invoice monthly based on the work completed.



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 **AGENDA SECTION:** CITY ENGINEER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 1, 2015

SUBJECT: ANTELOPE RUN GRANT DEED OF EASEMENT AND RECEIPT OF TEHACHAPI BOULEVARD QUIT CLAIM.

BACKGROUND

As long term residents of the City will recall, in the late 1990's and early 2000's, Caltrans realigned Tucker Road / Route 202 and Tehachapi Boulevard. Prior to this effort, Tucker/Route 202 turned to the east immediately south of the railroad tracks and the State Route weaved through the City before turning westward along Valley Boulevard towards Golden Hills. When the road was realigned, sections of exiting State controlled right-of-way were granted to the City of Tehachapi.

Tehachapi Cummings County Water District (TCCWD) owns and maintains the Tehachapi Watershed Project which includes numerous flood control facilities including Antelope Run through the City of Tehachapi. Their ownership of Antelope Run (both in fee and in flowage easement) pre-dated the roadway re-alignment effort.

Unbeknownst to the City at that time, when the roadway was realigned, two property related oddities were created. First, a portion of TCCWD owned land (usage for flowage easement) was improved to become the current alignment of Tehachapi Boulevard. This made the land unusable as flowage easement. Second, the old alignment of Route 202 (which pre-dated the Tehachapi Watershed Project) went from being roadway to being part of the flood channel. When the realignment occurred, this land was deeded to the City with no regard for its new use as part of Antelope Run.

TCCWD approached the City a few years ago asking to correct these two oddities. They proposed to Quit Claim the section of Antelope Run that is now Tehachapi Boulevard to the City. Further, they have requested that we grant them a flowage easement across the old alignment of Route 202 that is now a physical part of Antelope Run. Documents have been generated to affect these two purposes and the TCCWD Board has acted upon the Quit Claim as noted above.

RECOMMENDATION

The City has been using the realigned Tehachapi Boulevard for some time and thus the Quit Claim of that property to the City is appropriate.

ACCEPT THE QUITCLAIM DEED OF THE PORTION OF TEHACHAPI BOULEVARD AS DEPICTED AS PARCEL B ON THE "PLAT OF PARCELS "A" & "B"" AS ATTACHED, AUTHORIZE THE CITY CLERK TO SIGN AND NOTARIZE THE CERTIFICATE OF ACCEPTANCE, AND INSTRUCT STAFF TO RECORD SAME.

The City of Tehachapi has not been using the land in Antelope Run deeded by Caltrans during the realignment of Tehachapi Boulevard. It is physically a part of Antelope Run and is used for flood conveyance.

APPROVE THE EASEMENT GRANT DEED FOR PARCEL A AS DEPICTED ON THE "PLAT OF PARCELS "A" & "B"" AS ATTACHED AND AUTHORIZE THE MAYOR TO SIGN SAME.

RECORDING REQUESTED BY,
OFFICIAL BUSINESS OF, AND
FOLLOWING RECORDATION
MAIL TO:

City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93581

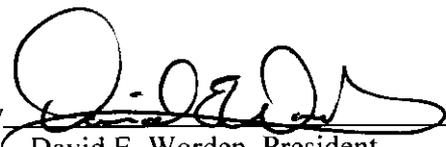
QUITCLAIM DEED

The undersigned declares that this conveyance is exempt from documentary transfer tax pursuant to the Real Property Transfer Tax Ordinance of the County of Kern, ' 9015(b), and

FOR A VALUABLE CONSIDERATION, TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT does hereby QUITCLAIM to the CITY OF TEHACHAPI all of its right, title and interest in and to the real property legally described in **Exhibit A** hereto.

Dated: March 18, 2015

TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT

By 
David E. Worden, President

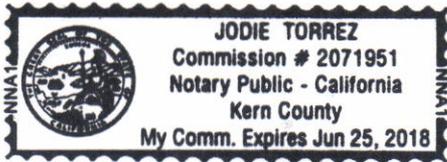
By 
Lori Bunn, Secretary

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF Kern)

On March 19, 2015, before me, JODIE TORREZ,
Notary Public, personally appeared DAVID E. WORDEN,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Signature Jodie Torrez

[Notary Seal]

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF Kern)

On March 19, 2015, before me, Jodie Torrez,
Notary Public, personally appeared Lori A. Bunn,
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.



WITNESS my hand and official seal.

Signature Jodie Torrez

[Notary Seal]



CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interests in real property referred to in the above Quitclaim Deed dated _____, 2015 from Tehachapi-Cummings County Water District to the City of Tehachapi are hereby accepted by the City Council of the City of Tehachapi by minute order adopted on the ____ day of _____, 2015 and the City of Tehachapi consents to recordation of the above Quitclaim Deed.

Dated this ____ day of _____, 2015.

City Clerk
City of Tehachapi

PARCEL "B" A

ALL THAT PORTION OF THAT CERTAIN FLOWAGE EASEMENT AS SHOWN ON RECORD OF SURVEY FILED APRIL 14, 1987 IN BOOK 14 OF RECORD OF SURVEYS AT PAGES 87 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER, LYING WITHIN THE WEST HALF OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 33 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE QUARTER CORNER OF SAID SECTION 20, BEING A KERN COUNTY SURVEYOR'S 2 INCH IRON PIPE AS SHOWN ON SAID RECORD OF SURVEY;
THENCE NORTH 80°51'24"EAST, 951.71 FEET TO A POINT ON THE WESTERLY LINE OF SAID FLOWAGE EASEMENT BEING POINT 100 AS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY IX-KER-202 AS RELINQUISHED AUGUST 18, 1998 TO THE CITY OF TEHACHAPI PER DOCUMENT NO. 0198111706 OF OFFICIAL RECORDS OF SAID RECORDER BEING THE POINT OF BEGINNING FROM WHICH A RADIAL LINE BEARS NORTH 34°47'28" EAST;

THENCE ALONG THE WESTERLY LINE OF SAID FLOWAGE EASEMENT, SOUTH 01°34'43" WEST, 176.93 FEET;

THENCE DEPARTING FROM LAST SAID LINE, SOUTH 88°25'17" EAST, 100.19 FEET;

THENCE NORTH 02°11'33" EAST, 84.05 FEET;

THENCE NORTH 05°12'51" EAST, 31.01 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY IX-KER-202 FROM WHICH A RADIAL LINE BEARS NORTH 30°22'25" EAST.

THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE ALONG A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1559.93 FEET THROUGH A CENTRAL ANGLE OF 04°25'03" AN ARC DISTANCE OF 120.27 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 0.34 ACRES, MORE OR LESS.



12.22.14

PLAT OF PARCELS "A" & "B"

"THIS MAP IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY"
 BASIS OF BEARINGS: ALL BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD OR
 CALCULATED FROM RECORD PER RECORD OF SURVEY BOOK 14, PAGE 87

PREPARED BY:
 ROBERT G. HOGUE, L.S. 4744
 P.O. BOX 664
 TEHACHAPI, CA. 93581
 DATE: 12-22-14

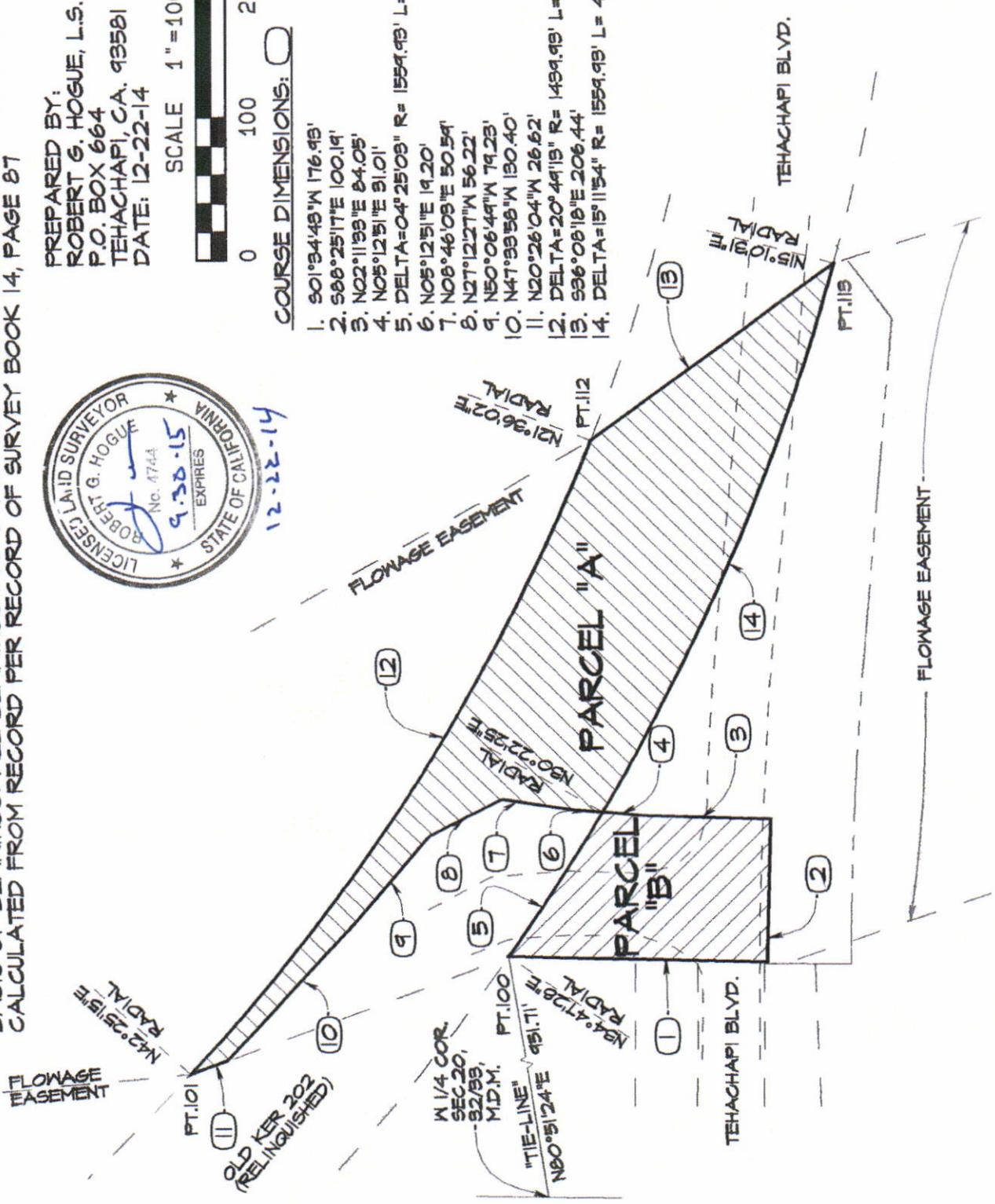


12-22-14



COURSE DIMENSIONS:

1. S01°34'48"W 176.93'
2. S88°25'17"E 100.14'
3. N02°11'33"E 84.05'
4. N05°12'31"E 91.01'
5. DELTA=04°25'09" R= 1559.93' L= 120.27'
6. N05°12'31"E 19.20'
7. N08°46'08"E 50.54'
8. N27°12'27"W 56.22'
9. N50°06'49"W 79.23'
10. N47°33'58"W 130.40'
11. N20°26'04"W 26.62'
12. DELTA=20°49'19" R= 1439.93' L= 529.25'
13. S36°08'18"E 206.44'
14. DELTA=15°11'54" R= 1559.93' L= 419.79'



RECORDING REQUESTED BY,
OFFICIAL BUSINESS AND FOR
BENEFIT OF, AND WHEN
RECORDED MAIL TO:

Tehachapi-Cummings County
Water District
P. O. Box 326
Tehachapi, CA 93561

EASEMENT GRANT DEED

The undersigned declares that no documentary transfer tax is due pursuant to ' 9015(b) of the Real Property Transfer Tax Ordinance of the County of Kern, and

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, the CITY OF TEHACHAPI does hereby GRANT to TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT, a county water district organized and existing pursuant to the provisions of Division 12 of the Water Code (' ' 30000 et seq.) (the ADistrict@), a non-exclusive easement in, on, over and across that certain real property legally described in **Exhibit A** hereto, which is incorporated herein by reference, (1) to construct, operate, maintain, and replace from time to time flood control works, water conveyance facilities and other District facilities and (2) for the flowage of flood, drainage and other water.

Dated: _____, 2015

CITY OF TEHACHAPI

By _____
Mayor

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2015, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[Notary Seal]

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interests in real property referred to in the above Easement Grant Deed dated _____, 2015 from the City of Tehachapi, to the Tehachapi-Cummings County Water District are hereby accepted by the Board of Directors of Tehachapi-Cummings County Water District by minute order adopted on the ____ day of _____, 2015 and the Tehachapi-Cummings County Water District consents to recordation of the above Easement Deed.

Dated this ____ day of _____, 2015.

Lori Bunn, District Secretary

PARCEL "A"

ALL THAT PORTION OF THAT CERTAIN RIGHT-OF-WAY OF STATE HIGHWAY IX-KER-202 AS SHOWN ON RECORD OF SURVEY FILED APRIL 14, 1987 IN BOOK 14 OF RECORD OF SURVEYS AT PAGES 87 THROUGH 92 IN THE OFFICE OF THE KERN COUNTY RECORDER AND AS RELINQUISHED AUGUST 18, 1998 TO THE CITY OF TEHACHAPI PER DOCUMENT NO. 019811170 OF OFFICIAL RECORDS OF SAID RECORDER, LYING WITHIN THE WEST HALF OF SECTION 20, TOWNSHIP 32 SOUTH, RANGE 33 EAST, M.D.M., COUNTY OF KERN, STATE OF CALIFORNIA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE QUARTER CORNER OF SAID SECTION 20, BEING A KERN COUNTY SURVEYOR'S 2 INCH IRON PIPE AS SHOWN ON SAID RECORD OF SURVEY; THENCE NORTH $80^{\circ}51'24''$ EAST, 951.71 FEET TO POINT 100 BEING A POINT ON THE WESTERLY LINE OF THAT CERTAIN FLOWAGE EASEMENT AS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY IX-KER-202 FROM WHICH A RADIAL LINE BEARS NORTH $34^{\circ}47'28''$ EAST;

THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1559.93 FEET THROUGH A CENTRAL ANGLE OF $04^{\circ}25'03''$ AN ARC DISTANCE OF 120.27 FEET TO THE POINT OF BEGINNING FROM WHICH A RADIAL LINE BEARS NORTH $30^{\circ}22'25''$ EAST;

THENCE NORTH $05^{\circ}12'51''$ EAST, 19.20 FEET;

THENCE NORTH $08^{\circ}46'03''$ EAST, 50.59 FEET;

THENCE NORTH $27^{\circ}12'27''$ WEST, 56.22 FEET;

THENCE NORTH $50^{\circ}06'49''$ WEST, 79.23 FEET;

THENCE NORTH $47^{\circ}33'58''$ WEST, 130.40 FEET TO A POINT ON THE WESTERLY LINE OF SAID FLOWAGE EASEMENT;

THENCE ALONG LAST SAID LINE NORTH $20^{\circ}26'04''$ WEST, 26.62 FEET TO POINT 101 AS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY IX-KER-202 FROM WHICH A RADIAL LINE BEARS NORTH $42^{\circ}25'15''$ EAST;

THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1439.93 FEET THROUGH A CENTRAL ANGLE OF $20^{\circ}49'13''$ AN ARC DISTANCE OF 523.25 FEET TO POINT 112 AS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON THE EASTERLY LINE OF SAID FLOWAGE EASEMENT FROM WHICH A RADIAL LINE BEARS NORTH $21^{\circ}36'02''$ EAST.

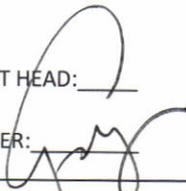
THENCE ALONG THE EASTERLY LINE OF SAID FLOWAGE EASEMENT, SOUTH $36^{\circ}08'18''$ EAST, 206.44 FEET TO POINT 113 AS SHOWN ON SAID RECORD OF SURVEY BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY IX-KER-202 FROM WHICH A RADIAL LINE BEARS NORTH $15^{\circ}10'30''$ EAST;

THENCE NORTHWESTERLY ALONG LAST SAID RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1559.93 FEET THROUGH A CENTRAL ANGLE OF $15^{\circ}11'54''$ AN ARC DISTANCE OF 413.79 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.07 ACRES, MORE OR LESS.





APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: APRIL 20, 2015 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: AARON PRICE, CODE ENFORCEMENT OFFICER

DATE: APRIL 20, 2015

SUBJECT: ORDINANCE AMMENDING TEHACHAPI MUNICIPAL CODE SECTIONS 1.16.065 E AND F.

BACKGROUND

In order to more efficiently handle the issuance, processing and appeals of administrative citations, The Tehachapi Police Department plans to use an outside processing agency. Due to wording in The Tehachapi Municipal Code, it has become necessary to amend the code to allow an outside agency to handle processing and appeals as the "City Manager's Designee" under section 1.16.065 F.

Additionally this amendment will remove section 1.16.065 E, which restricts the issuance of administrative citations in certain cases leaving criminal citations as the only remedy available.

RECOMMENDATION

Staff recommends adoption of an ordinance amending Tehachapi Municipal Code sections 1.16.065 E and F.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI AMENDING ORDINANCE
NUMBER 701 AND TEHACHAPI MUNICIPAL
CODE SECTIONS 1.16.065.E AND F PERTAINING
TO APPEALS OF ADMINISTRATIVE CITATIONS.**

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

Section 1. AMENDMENTS.

A. Subsection E of Section 1.16.065 of the Tehachapi Municipal Code is hereby repealed and replaced with the following: "RESERVED".

B. Subsection F of Section 1.16.065 of the Tehachapi Municipal Code is hereby replaced with the following:

"F. Appeal. Any person issued an administrative citation may contest the contents of the administrative citation by filing an appeal."

"1. The action of the official writing the citation shall be final unless appealed to the city manager or his or her designee by the applicant within ten days after service of notice of such citation on the business owner or agent."

"2. Any appeal to the city manager or his or her designee shall set forth fully the grounds upon which the appeal is based and shall be in writing. If no appeal is filed within the time prescribed, the fine shall be final and immediately payable."

"3. The city manager or his or her designee will make a determination as to the validity of the citation after examining the writings submitted by the official who issued the citation and the individual or entity being cited. The written decision of the city manager or his or her designee will be given to the individual or entity being cited within twenty-one days of his or her receipt of the writings from both sides."

Section 2. 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 3. 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 any manner authorized by law 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 ____ day of _____, 2015.

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

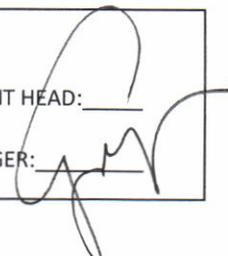
_____, City Clerk
of the City of Tehachapi, California

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 _____, 2015.

_____, City Clerk
of the City of Tehachapi, California

Published: _____

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



COUNCIL REPORTS

MEETING DATE: MARCH 16, 2015 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: AARON PRICE, CODE ENFORCEMENT OFFICER

DATE: APRIL 6, 2015

SUBJECT: COST RECOVERY FEES FOR CODE ENFORCEMENT ACTIONS

BACKGROUND

As the Council is aware, all fees must be set and adopted by resolution. Due to the fact that complex cases and abatements take up a substantial amount of staff time and city funds, it has become necessary to attempt to recover some of the costs associated with these cases and abatements from the violators. Therefore the following cost recovery fees are proposed:

Inspections to verify compliance	\$75.00
Inspections on substandard properties	\$125.00
Abatement of inoperative vehicles	\$200.00
Inspection or Abatement Warrant	\$350.00
Filing of misdemeanor complaint	\$350.00
Filing of Substandard Declaration	\$350.00
Termination of Substandard Declaration	\$150.00
Filing of Lien or Assessment	\$350.00
Assessors or property records search	\$45.00
Small claims filing	\$200.00
Investigative case photographs	\$2.00

Emergency draining of pools

\$1000.00

Additionally, in order to cover the additional processing fees charged to the city a late fee of 25% should be charged for any Administrative Citation that is not paid or contested within 21 days.

All cost recovery fees will be deposited into an account which will be set up in order to cover costs of future abatements, training, and equipment used by Code Enforcement.

RECOMMENDATION

Staff recommends adoption of a resolution establishing the preceding fees for Code Enforcement cost recovery.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI
ESTABLISHING A PROCESSING FEE FOR VARIOUS POLICE SERVICES**

WHEREAS, the Chief of Police has determined that a cost recovery fee for various Code Enforcement actions should be charged to reimburse City for its costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tehachapi that the following processing fees are hereby established for services performed by the Police Department.

Inspections to verify compliance	\$75.00
Inspections on substandard properties	\$125.00
Abatement of inoperative vehicles	\$200.00
Abatement or Inspection Warrant	\$350.00
Filing of misdemeanor complaint	\$350.00
Filing of Substandard Declaration	\$350.00
Termination of Substandard Declaration	\$150.00
Filing of Lien or Assessment	\$350.00
Assessors or property records search	\$45.00
Small claims filing	\$200.00
Investigative case photographs	\$2.00
Emergency draining of pools	\$1000.00

Additionally, in order to cover the additional processing fees charged to the city a late fee of

25% should be charged for any Administrative Citation that is not paid or contested

within 21 days.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of April, 2015 by the following vote:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

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 April 6, 2015.

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



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: AARON PRICE, CODE ENFORCEMENT OFFICER

DATE: APRIL 6, 2015

SUBJECT: EMERGENCY ABATEMENT AT 209 NORTH CURRY STREET

BACKGROUND

Pursuant to Municipal Code Section 1.16.065M, emergency abatements may be conducted by the city when it is in the interest of public health and/ or public safety. This code also requires a hearing before the city council following such abatement in order to determine whether the Code Enforcement Officer's abatement was appropriate.

On October 31, 2015 the subject property was posted as uninhabitable and/ or unsafe by the City of Tehachapi Building Department due to numerous substandard housing conditions. The property was boarded and has been left in an abandoned state since that time. Recently neighbors had been complaining that the property had a significant amount of suspicious activity. An inspection of the property had revealed that an opening to the rear of the garage had been pried open and people had been entering the building. There was also trash, debris and overgrown vegetation on the property.

On February 17, 2015, a notice was posted that abatement action would be conducted on the property after 24 hours or as soon as possible.

On March 4, 2015, an abatement warrant was served on the property. Through the use of a private contractor the city boarded and secured the structure and removed the remaining trash, debris, and overgrown vegetation from the property.

RECOMMENDATION

Staff recommends that the City Council approves emergency abatement actions conducted by Code Enforcement at 209 North Curry Street.





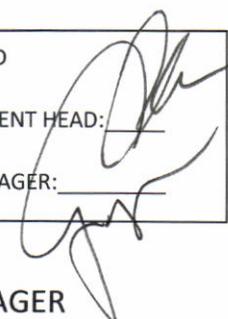








APPROVED _____
DEPARTMENT HEAD: _____
CITY MANAGER: _____

A large, stylized handwritten signature in black ink is written over the signature lines.

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 **AGENDA SECTION:** ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: CHRIS KIRK, ASSISTANT CITY MANAGER
DATE: April 1, 2015
SUBJECT: PYRO SPECTACULARS AGREEMENT

BACKGROUND

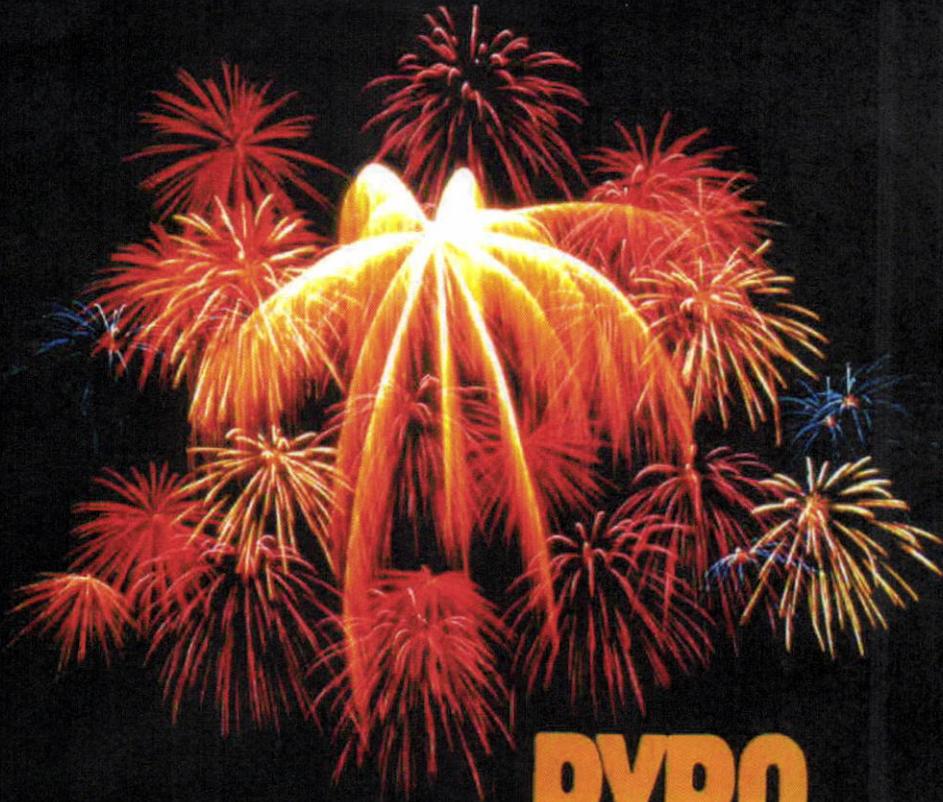
As the Council may recall, Pyro Spectaculars, Inc. has provided the fireworks display for the July 4th Hotdog Festival in previous years. This year, Staff has worked with Pyro Spectaculars again to initiate a fireworks display at 9:00 p.m. at the Airport on July 4, 2015.

FISCAL IMPACT

The cost of the fireworks display is \$20,600.00 which includes the full service production, liability insurance and necessary permits. This is a budgeted expense.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC. SUBJECT TO APPROVAL OF THE CITY ATTORNEY



PYRO
SPECTACULARS
by Souza

Pyrotechnic Proposal for

City of Tehachapi

July 4, 2015

PYRO
SPECTACULARS™
by Souza

March 27, 2015

City of Tehachapi
Chris Kirk
115 S. Robinson St.
Tehachapi, CA 93561

Dear Mr. Kirk,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your Independence Day, July 4, 2015 event. The following proposal outlines your custom designed Program "A" for the amount of \$20,600.00. The various fireworks elements provided are prepared to shoot from Tehachapi Municipal Airport for 20 minutes.

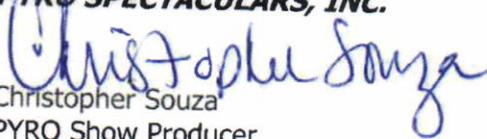
Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by April 15, 2015 along with your deposit and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Melonee Mares at (909) 355-8120.

Sincerely,
PYRO SPECTACULARS, INC.


Christopher Souza
PYRO Show Producer

CS/mm

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

www.pyrospec.com



Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



Product Synopsis • Pyrotechnic Proposal

City of Tehachapi

PROGRAM A – July 4, 2015

\$20,600.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	100 Shots
◆ 4" Souza Designer Selections	120 Shots
◆ 5" Souza Designer Selections	72 Shots
◆ 6" Souza Designer Selections	36 Shots

Total of Main Body - Aerial Shells 328

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Sousa Sapphire Line Custom Multishot Device	100 Shots
◆ Sousa Pearl Line Custom Multishot Device	100 Shots

Total of Pyrotechnic Devices 200

Grand Finale

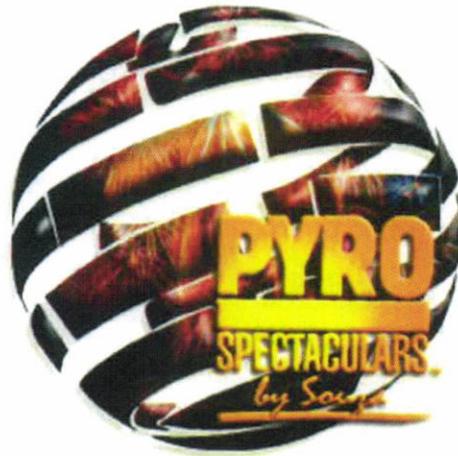
<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Bombardment Shells	75
◆ 4" Souza Designer Bombardment Shells	60

Total of Grand Finale 135

Grand Total 663



The World of Pyro Spectaculars at your Service!



Explosive Entertainment For all types of events

Full Service Productions

- Creative Show Design
- Music and Theme Selection
- Permit Applications
- Insurance and Licensing
- Set up and delivery

Value Added Services

- In-House Digital Recording Studio
- State of the Art Equipment
- 24 hour Support Staff
- Pyro University Safety and Training Courses
- Fire Department Liaison

Products & Effects

- Sky Concerts™
- SOUSA™ Fireworks Brand
- Indoor Stage /Close Proximity Pyro
- Custom Logos
- Propane Effects
- Cryogenics
- Confetti and Streamers

Consultation Services

- Pyro-Program Development
- Display Site Surveys
- Innovative Product Development
- Safety Analysis

Our Commitment

FROM THE DESK OF

James Souza

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

James R. Souza

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2015 by and between Pyro Spectaculars, Inc., a California corporation, hereinafter referred to as ("PYRO"), and City of Tehachapi, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1 **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2 **Time and Place** - The Production shall take place on July 4, 2015, at approximately 9:00 P.M., at Tehachapi Municipal Airport, Tehachapi, CA, Site

3 **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$20,600.00~~ USD (~~TWENTY THOUSAND SIX HUNDRED DOLLARS~~) ("Fee") for the Production. CLIENT shall pay to PYRO ~~\$10,300.00~~ USD (~~TEN THOUSAND THREE HUNDRED DOLLARS~~) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at ~~\$495.00~~ OR an amount to be determined, for a total of ~~\$10,795.00~~, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 15, 2015. The balance of the Fee shall be paid no later than July 6, 2015. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4 **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5 **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6 **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7 **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fall out areas including any environmental clean-up.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

City of Tehachapi
Program A
July 4, 2015

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the Kern County Fire Department, FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement, (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1: 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N Locust Avenue, Rialto, California 92377. CLIENT - City of Tehachapi, 115 S. Robinson St., Tehachapi, CA 93561.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Tehachapi
Program A
July 4, 2015

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

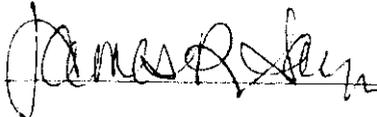
20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 15, 2015
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above.

PYRO SPECTACULARS, INC.

City of Tehachapi

By: 

By: _____

Its: President

Its: _____

Print Name

SHOW PRODUCER: Christopher Souza

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 ::: Fax: 909-355-9813

City of Tehachapi
Program A
July 4, 2015

**SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Tehachapi ("CLIENT")**

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 4, 2015, at approximately 9:00 P.M. at Tehachapi Municipal Airport, Tehachapi, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

CITY OF TEHACHAPI

RESOLUTION

IN SUPPORT OF ASSEMBLY BILL 1262 AND BROADBAND REGIONAL CONSORTIA

A RESOLUTION OF THE CITY OF TEHACHAPI RECOGNIZING THE CRITICAL WORK OF EASTERN SIERRA CONNECT REGIONAL BROADBAND CONSORTIUM IN DEPLOYING BROADBAND THROUGHOUT THE REGION AND THE NECESSITY TO LEVERAGE BROADBAND RESOURCES THROUGH THE CONTINUATION OF CONSORTIA ACTIVITY BY STATE FUNDING AS PROPOSED BY ASSEMBLY BILL 1262 AUTHORED BY ASSEMBLYPERSON JIM WOOD.

WHEREAS, Eastern Sierra Connect Regional Broadband Consortium (ESCRBC) has been actively improving broadband resources through adoption programs, outreach efforts, and networking, and

WHEREAS, the City of Tehachapi recognizes the need for the continuation of Consortium activity to develop and leverage broadband resources for economic development and quality of life, and

WHEREAS, the City of Tehachapi wishes to partner with ESCRBC in its activities by providing local leadership and stakeholder advocacy for broadband, and

WHEREAS, the City of Tehachapi demands universally available broadband at competitive prices and delivered at reliable, high-level services for the purpose of supporting economy and standard of living, and

WHEREAS, AB 1262, as authored by California Assemblyperson Jim Wood of District 2, proposes to reallocate \$5 million from the California Advanced Services Fund (CASF) Broadband Infrastructure Revolving Loan Account (currently at \$10 million) to the Rural and Urban Regional Broadband Consortia Grant Account for the purpose of continued funding of statewide Consortia.

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

1. That the foregoing recitals are true and correct.

2. That the City of Tehachapi hereby declares its support of Eastern Sierra Connect Regional Broadband Consortium and the critical need for broadband as a resource for a stable economy and high quality of life and further supports Assembly Bill 1262 in the continuation of Consortia activity and applauds Assemblyperson Jim Wood for his progressive attitude toward community and economic development.

ADOPTED, AND APPROVED, this 16th day of March, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Susan Wiggins, Mayor

City Clerk



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: APRIL 6, 2015 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: APRIL 6, 2015

SUBJECT: RESOLUTION APPROVING THE PERS NON-INDUSTRIAL DISABILITY RETIREMENT OF POLICE SERGEANT PAILLE

BACKGROUND

The City Council agenda calls for an action to be made on the application for a PERS non-industrial disability retirement of City Police Sergeant, Kevin Paille.

As you know, the City contracts with PERS for the purposes of providing a pension for City employees. Under the Public Employees' Retirement Law (PERL), when a local safety member, such as a police sergeant, applies for a disability retirement, or an application has been made on his/her behalf, the obligation falls on the City to determine whether the safety member should be retired for disability and whether that disability is industrial in nature.

RECOMMENDATION

Approve and adopt the proposed Resolution approving the PERS non-industrial disability retirement of Sergeant Paille.

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF TEHACHAPI CONCERNING THE NON-
INDUSTRIAL DISABILITY RETIREMENT OF
POLICE OFFICER KEVIN PAILLE**

WHEREAS, the City of Tehachapi, contracts with the California Public Employees' Retirement System ("PERS") for the provision of retirement pensions for the City of Tehachapi's employees;

WHEREAS, a local safety member of the City of Tehachapi may be retired with a disability pension where he or she is found substantially incapacitated from the performance of his or her usual duties;

WHEREAS, the contracting agency's governing body shall determine in the first instance if the local safety member is substantially incapacitated from the performance of his or her usual duties so as to be qualified for a PERS disability retirement pension;

WHEREAS, Kevin Paille is an employee of the City of Tehachapi serving in the position of Police Sergeant and a local safety member of PERS;

WHEREAS, an application for non-industrial disability retirement has been made by, or on behalf of Kevin Paille;

WHEREAS, the City of Tehachapi has reviewed the medical evidence and has heard the recommendation of staff;

IT IS HEREBY RESOLVED that Kevin Paille is found to be presently and substantially incapacitated in the performance of his usual and customary duties as a Police Sergeant with the City of Tehachapi. Such incapacity is determined to be of a permanent or extended and uncertain duration. Permanent light duty modifications which offer comparable salary, benefits, and real promotional opportunities are not reasonably available. This determination has been made on the basis of competent medical evidence.

BE IT FURTHER RESOLVED that it is determined that the disability is not the result of injury or disease arising out of and in the course of Kevin Paille's employment with the City of Tehachapi and therefore, the disability is non-industrial in nature.

Neither the City of Tehachapi nor Kevin Paille have filed a Petition with the Workers' Compensation Appeals Board for a finding of fact as to the non-industrial

causation of the disability for the purposes of a PERS non-industrial disability retirement pursuant to Government Code section 21166.

BE IT FURTHER RESOLVED that Kevin Paille's last date on paid status as a Police Sergeant is May 14, 2015 after expiration of his leave rights under Government Code section 21164 and there is no dispute as to the expiration of such leave rights pending. The member's effective date of separation from employment in the position of Police Sergeant shall be May 15, 2015.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Tehachapi held on the 6th day of April, 2015, by Council Member _____ who moved its adoption, which motion was duly seconded

by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

[name]

ATTEST:

[name]