

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, June 1, 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.

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TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING**

Monday, June 1, 2015- 6:00 P.M. - PG. 2

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 33-15
Tehachapi City Council Unassigned Ord. No. 15-07-726
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-15
Tehachapi Public Financing Authority Unassigned Res. No. 01-15

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

- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on May 18, 2015 – APPROVE AND FILE**

- 4. The Tehachapi City Council will need to appoint one member to the City of Tehachapi Planning Commission to fill the vacancy created by Commissioner Sonja Wilson’s expiration of term which is set to expire on June 30, 2015 – **DIRECT STAFF TO ADVERTISE FOR THE APPOINTMENT OF ONE PLANNING COMMISSIONER WITH A TERM TO EXPIRE ON JUNE 30, 2019**

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for May 14, 2015 through May 27, 2015 – AUTHORIZE PAYMENTS**

- 6. Removal of delinquent installment of special assessment from Kern County tax roll – **ADOPT A RESOLUTION ORDERING REMOVAL OF DELINQUENT INSTALLMENTS OF SPECIAL ASSESSMENTS FROM THE KERN COUNTY TAX ROLL AND ORDERING FORECLOSURE ACTIONS**

COMMUNITY OUTREACH COORDINATOR REPORTS

- *7. Agreement with Kiddie Amusements for entertainment at the 4th of July Hotdog Festival - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH KIDDIE AMUSEMENTS**

- *8. Agreement with Chris Fulton for entertainment at the July 4th Hotdog Festival - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH CHRIS FULTON**

- *9. Agreement with the Blue Mountain Tribe for entertainment at the July 4th Hotdog Festival - APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH BLUE MOUNTAIN TRIBE**

- *10. Agreement with T-Pops for entertainment at the July 4th Hotdog Festival – APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH T-POPS**

- *11. Agreement with Tehachapi Community Orchestra for entertainment at the July 4th Hotdog Festival – APPROVE AND AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH TEHACHAPI COMMUNITY ORCHESTRA**

**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, June 1, 2015- 6:00 P.M. - PG. 3

CITY ENGINEER REPORTS

12. Curry Street Median and Pinon Street Improvements Project bid award – **APPROVE THE REQUEST FROM SURGEON SERVICES INTERNATIONAL TO BE RELIEVED FROM THEIR BID DUE TO CLERICAL ERROR PURSUANT TO PUBLIC CONTRACT CODE SECTION 5101; AWARD THE CURRY STREET MEDIAN AND PINON STREET IMPROVEMENTS PROJECT TO R.C. BECKER & SON, INCORPORATED IN THE AMOUNT OF \$330,390.43 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$16,519.52)**

ASSISTANT CITY MANAGER REPORTS

- *13. Non-commercial Hangar Ground Lease Agreement – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 09E BETWEEN THE CITY OF TEHACHAPI AND JOSEPH AND ZANYA BIVIANO**

CITY MANAGER REPORTS

14. Tehachapi Police Officers Association Memorandum of Understanding – **APPROVE THE MOU BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION**
15. PERS Industrial disability retirement of Police Officer Palmateer – **ADOPT A RESOLUTION CONCERNING THE INDUSTRIAL DISABILITY RETIREMENT OF POLICE OFFICER PALMATEER**
16. Report to Council regarding current activities and programs – **VERBAL REPORT**

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

CLOSED SESSION

1. Approval of closed session minutes for May 18, 2015.
2. Public Employee Release Per Government Code Section 54957(b)(1).
3. Conference with legal counsel regarding potential litigation per Government Code Section 54956.9(d)2,(e)(1).

ADJOURNMENT

MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, May 18, 2015 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Tori Marsh</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon & Councilmember Wahlstrom</p> <p>Absent: Councilmembers Grimes & Smith</p> <p><u>INVOCATION</u></p> <p>By Mike Craven, First Baptist Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Mayor Pro-Tem Kim Nixon</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Soccora Smith, City resident, announced Smart Growth annual meeting on May 30, 2015 and thank the City for their participation. b. Jacob Kendall, City resident, asked if there would be any military training exercises in the area soon. Police Chief Kent Kroeger responded. 	<p>Approved Consent Agenda Ni /Wa Ayes All Ab: Sm & Gr</p>
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ACTION TAKEN

CITY CLERK REPORTS

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

All Ord. Read By Title Only

*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on May 4, 2015 - **APPROVED AND FILED.**

Approved & Filed
 Ni /Wa Ayes All
 Ab: Sm & Gr

*4. Destruction of Records – **ADOPTED RESOLUTION 22-15 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS**

Adopted Resolution 22-15
 Authorizing The Destruction Of
 Certain City Records
 Ni/Wa Ayes All
 Ab: Sm & Gr

*5. American Legion’s Memorial Day Parade special event to be held on May 25, 2015 – **APPROVED THE AMERICAN LEGIONS SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL BY CITY ATTORNEY**

Approved The American Legions
 Special Event Application And
 Associated Street Closures
 Subject To Approval By City
 Attorney
 Ni/Wa Ayes All
 Ab: Sm & Gr

FINANCE DIRECTOR REPORTS

*6. Disbursements, bills and claims for April 30, 2015 through May 14, 2015 – **AUTHORIZED PAYMENTS**

Authorized Payments
 Ni/Wa Ayes All
 Ab: Sm & Gr

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

Received Report
 Ni/Wa Ayes All
 Ab: Sm & Gr

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

8. Active Transportation Program Grant Applications and Resolution – **COMMUNITY DEVELOPMENT DIRECTOR DAVE JAMES GAVE STAFF REPORT; COMMENTS RECEIVED FROM HARRY COWAN; ADOPTED RESOLUTION 32-15 AUTHORIZING THE FILING OF APPLICATIONS FOR ACTIVE TRANSPORTATION PROGRAM FUNDING AND STATING THE ASSURANCE TO COMPLETE THE SELECTED PROJECTS**

Adopted Resolution 32-15
 Authorizing The Filing Of
 Applications For Active
 Transportation Program Funding
 And Stating The Assurance To
 Complete The Selected Projects
 Ni/Wa Ayes All
 Ab: Sm & Gr

CITY ENGINEER REPORTS

9. Curry Street Median and Pinon Street Improvements Project bid award – **AWARD THE CURRY STREET MEDIAN AND PINON STREET IMPROVEMENTS PROJECT TO STURGEON SERVICES INTERNATIONAL IN THE AMOUNT OF \$183,767.10 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$9,188.36)**

Tabled

10. Signal maintenance agreement with Caltrans District 9 to share the cost of the maintenance and operation of two traffic signals on State Route 202 that lie within City limits – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE SIGNAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CALTRANS DISTRICT 9 AND AUTHORIZED THE MAYOR TO SIGN. FURTHER**

Approved The Signal
 Maintenance Agreement
 Between The City Of Tehachapi
 And Caltrans District 9 And
 Authorized The Mayor To Sign.
 Further Authorize The City
 Manager To Review And
 Approve Any Changes That, In

ACTION TAKEN

AUTHORIZED THE CITY MANAGER TO REVIEW AND APPROVE ANY CHANGES THAT, IN THE OPINION OF THE CITY MANAGER, DO NOT SUBSTANTIVELY CHANGE THE NATURE OF THE AGREEMENT SUBJECT TO REVIEW AND CONCURRENCE BY THE CITY ATTORNEY

The Opinion Of The City Manager, Do Not Substantively Change The Nature Of The Agreement Subject To Review And Concurrence By The City Attorney
Ni/Wa Ayes All
Ab: Sm & Gr

CITY MANAGER REPORTS

11. An action to initiate the process and declare the City's intention to levy assessments within the Landscaping and Lighting District No. 1 – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; ADOPTED THREE RESOLUTIONS: 23-15 INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2015/2016; 24-15 PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; 25-15 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 1, 2015 AT 6:00 PM**

Adopted Three Resolutions: 23-15 Initiating Procedures For Levy And Collection Of Assessments For The Fiscal Year 2015/2016; 24-15 Preliminary Approval Of The Engineer's Report; 25-15 Declaring The City's Intention To Levy And Collect Assessments, Which Sets The Time And Place Of The Public Hearing For Monday, June 1, 2015 At 6:00 Pm
Ni/Wa Ayes All
Ab: Sm & Gr

12. An action to initiate the process and declare the City's intention to levy assessments within the Drainage Benefit Assessment District No. 1 – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; ADOPTED THREE RESOLUTIONS: 26-15 INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2015/2016; 27-15 PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; 28-15 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 1, 2015 AT 6:00 PM**

Adopted Three Resolutions: 26-15 Initiating Procedures For Levy And Collection Of Assessments For The Fiscal Year 2015/2016; 27-15 Preliminary Approval Of The Engineer's Report; 28-15 Declaring The City's Intention To Levy And Collect Assessments, Which Sets The Time And Place Of The Public Hearing For Monday, June 1, 2015 At 6:00 Pm
Ni/Wa Ayes All
Ab: Sm & Gr

13. An action to initiate the process and declare the City's intention to levy assessments within the Drainage Benefit Assessment District No. 2014-1 – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; ADOPTED THREE RESOLUTIONS: 29-15 INITIATING PROCEDURES FOR LEVY AND COLLECTION OF ASSESSMENTS FOR THE FISCAL YEAR 2015/2016; 30-15 PRELIMINARY APPROVAL OF THE ENGINEER'S REPORT; 31-15 DECLARING THE CITY'S INTENTION TO LEVY AND COLLECT ASSESSMENTS, WHICH SETS THE TIME AND PLACE OF THE PUBLIC HEARING FOR MONDAY, JUNE 1, 2015 AT 6:00 PM**

Adopted Three Resolutions: 29-15 Initiating Procedures For Levy And Collection Of Assessments For The Fiscal Year 2015/2016; 30-15 Preliminary Approval Of The Engineer's Report; 31-15 Declaring The City's Intention To Levy And Collect Assessments, Which Sets The Time And Place Of The Public Hearing For Monday, June 1, 2015 At 6:00 Pm
Ni/Wa Ayes All
Ab: Sm & Gr

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Wahlstrom spoke regarding water conservation restrictions.

CLOSED SESSION

1. Approval of closed session minutes for May 4, 2015

Approved Closed Session Minutes Of May 4, 2015

ACTION TAKEN

2. Conference with real property negotiator (City Manager) regarding first right of refusal of Airport property described as Hangar 33W, per Government Code Section 54956.8
3. Conference with legal counsel re: claim filed by Southern Cal Edison per Government Code Section 54956.9(d)(2).

Ni/Wi Ayes All
Ab: Sm & Gr

**Directed Staff Not To Exercise
The City's First Right Of Refusal**
Wi/Ni Ayes All
Ab: Sm & Gr

**Approved Settlement with
Southern Cal Edison claim**
Ni/Wa Ayes All
Ab: Sm & Gr

ADJOURNMENT

The City Council/Boards adjourned at 7:00 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, June 1, 2015, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this 1st day
Of June, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



APPROVED

DEPARTMENT HEAD: AW

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JUNE 1, 2014

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR SMITH AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: MAY 28, 2014

SUBJECT: PLANNING COMMISSION APPOINTMENT

BACKGROUND

Due to the upcoming expiration of term for Sonja Wilson on June 30, 2015, the Tehachapi City Council will need to consider appointing one member to the Tehachapi Planning Commission. The appointed commissioner's term will expire on June 30, 2019.

RECOMMENDATION

DIRECT STAFF TO ADVERTISE FOR THE APPOINTMENT OF ONE PLANNING COMMISSIONER WITH A TERM TO EXPIRE ON JUNE 30, 2019

Accounts Payable

Checks by Date - Detail By Vendor Number

User: HThomas
 Printed: 5/27/2015 - 2:50 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0020	American Water Works Association		
Check No:	0	Check Date:	
	7001020137	Wtr/Membership Renewal 8/1/15-7/31/16	104.00
		Check Total:	104.00
		Vendor Total:	104.00
0027	Atco International		
Check No:	0	Check Date:	
	I0432926	Swr/Pursuit-94	144.05
	I0432926 UT	Use Tax	-10.05
		Check Total:	134.00
		Vendor Total:	134.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B202267	Swr/Samples/Influent & Effluent	325.00
	B202473	Wtr/Samples/Curry Resv	15.00
	B202474	Swr/Samples/Influent & Effluent	325.00
	B202775-1	Wtr/Samples/Mojave Well & Pinon Well	50.00
	B202775-2	Wtr/Samples/Oakwood/Brentwood/Tanglewood	36.00
	B203122	Wtr/Samples/Curry Resv	15.00
	B203123	Wtr/Samples/Dennison & Mojave	30.00
	B203137	Swr/Samples/Influent & Effluent	325.00
		Check Total:	1,121.00
		Vendor Total:	1,121.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0073276	Swr/2nd Quarter 2015 Monitoring	4,000.00
	A510479	Swr/Effluent Analysis May 2015	150.00
		Check Total:	4,150.00
		Vendor Total:	4,150.00
0182	P&J Electric Inc.		
Check No:	0	Check Date:	
	4952	GG/Replaced 2 lights-fountain/#4corona lights &	1,078.83
		Check Total:	1,078.83
		Vendor Total:	1,078.83
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	5339	Parking Activity for 04/15	100.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	100.00
		Vendor Total:	100.00
0248	Klein's Fire Protection & Extinguisher		
Check No:	0	Check Date:	
	14552	CH Anx/#2-5HABC Fire Extinguishers	107.39
		Check Total:	107.39
		Vendor Total:	107.39
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1403906	PD/General Prof Svcs through 4/30/15	681.80
	1403907	PD/Graff & Disney Litigation Svcs through 4/30	690.00
	1403908-1	PD/Negotiations 2014 Legal Svcs through 4/30/1	5,927.00
	1403908-2	PW/Negotiations 2014 Legal Svcs through 4/30/	399.50
		Check Total:	7,698.30
		Vendor Total:	7,698.30
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	500063769	PW/#2-3x4 mats/Linen Maintenance	99.10
	500108913	PW/Linen Maintenance	104.52
	500108914	Swr/#1-dust mop/#2-3x4 mats/#3-3x10 mats	44.46
	500154576	Swr/#1-dust mop/#2-3x4 mats/#3-3x10 mats	44.46
		Check Total:	292.54
		Vendor Total:	292.54
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0283051	PW/unleaded gas & diesel fuel	936.17
		Check Total:	936.17
		Vendor Total:	936.17
0372	Southern California Edison		
Check No:	0	Check Date:	
	05192015	Strts/800 S Curry St #A	48.94
	05212015-1	GG/115 S Robinson St 4/20-5/19/15	796.03
	05212015-10	Air/9999 1/2 Hayes 4/20-5/19/15	86.04
	05212015-11	Air/316 S Mojave St 4/20-5/19/15	45.23
	05212015-12	Air/314 N Hayes St 4/20-5/19/15	29.52
	05212015-13	Air/409 Bryan St 4/20-5/19/15	162.89
	05212015-14	Air/West End Teh Airport 4/20-5/19/15	49.96
	05212015-15	Air/314 N Hayes St #B 4/20-5/19/15	285.13
	05212015-16	Air/NE Cor Teh Airport 4/20-5/19/15	201.77
	05212015-17	Air/314 N Hayes St #G3 4/20-5/19/15	36.66
	05212015-18	Air/Dennison S/O Hwy 58 4/20-5/19/15	129.46
	05212015-19	Air/314 N Hayes St 4/20-5/19/15	105.71
	05212015-2	GG/117 S Robinson St 4/20-5/19/15	265.44
	05212015-3	GG/303 E D St 4/20-5/19/15	81.53
	05212015-4	GG/100 Commercial Way 4/20-5/19/15	135.21
	05212015-5	GG/101 Commercial Way 4/20-5/19/15	118.65
	05212015-6	PW/800 Enterprise 4/1-5/1/15	101.72

Vendor	Invoice No	Line Description	Check Amount
	05212015-7	PW/800 Enterprise Shop 4/20-5/19/15	181.06
	05212015-8	Swr/800 Enterprise 4/20-5/19/15	396.62
	05212015-9	Air/314 N Hayes St 4/20-5/19/15	124.41
	05232015-1	GG/311 E D St 4/23-5/22/15	78.57
	05232015-2	Land/114 S Green 4/23-5/22/15	138.67
	05232015-3	CC/104 S Robinson St 4/23-5/22/15	80.42
	05232015-4	Strts/113 S Mojave St 4/23-5/22/15	147.29
	05232015-5	LLD/318 E E St 4/23-5/22/15	91.04
		Check Total:	3,917.97
		Vendor Total:	3,917.97
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	05272015-1	PERS M1 Contribution	-262.93
	05272015-2	GG/Legal Services	4,563.00
	05272015-3	Air/Legal Services	630.50
	05272015-4	Wtr/Legal Services	65.00
		Check Total:	4,995.57
		Vendor Total:	4,995.57
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70757898	Wtr/3/8" Fine PG64-10	248.06
		Check Total:	248.06
		Vendor Total:	248.06
0445	Tehachapi Senior Center Inc.		
Check No:	0	Check Date:	
	06012015	Sr Nutrition Program-Space Rent June 2015	400.00
		Check Total:	400.00
		Vendor Total:	400.00
0450	USA Bluebook		
Check No:	0	Check Date:	
	641922	Swr/O2 Sensor Gas Alert Max XT II & Gas Aler	206.44
	645693	Swr/#5-High Capacity Rain Gauge	362.98
		Check Total:	569.42
		Vendor Total:	569.42
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	137336-0-1	PD/Antibacterial soap/liner 38x60 1/5 mil BN/B	57.90
	137336-0-2	PD/HP High Yield toner/#3-2" white binders	49.34
	137336-1	PD/1-XER CN Toner/1-XER YL Toner/1-XER M	252.20
	137340-0	Fin/Phsr toner/#2-rm 11x17 paper/rpt covers/staj	355.15
	137340-1	Fin/#5-Index 8 tab 25ST/BX	628.82
	137341-0	PD/1-HEW Inkart bk/1-HEW Inkart Tricolor	75.23
	137346-0	GG/3x3 note/#2-1gl ruled pads/1/2" labels/1-ct p:	99.49
	693621-0-1	Wtr/Work Order Pads-for trucks	44.07
	693621-0-2	Swr/Work Order Pads-for trucks	22.04
	693621-0-3	PW/Work Order Pads-for trucks	22.04

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,606.28
		Vendor Total:	1,606.28
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-221779	Swr/IB/burn septic/pain-aid/splinter out/3-1 anti	95.73
		Check Total:	95.73
		Vendor Total:	95.73
0524	Scotts Auto Body Inc.		
Check No:	0	Check Date:	
	111	Wtr/2 Wheel Alignment-2004 Chevy Silverado	60.00
		Check Total:	60.00
		Vendor Total:	60.00
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4638	GG/2-Full color vanyl printed/cut /applied-Chev	354.75
	4642	GG/#29-Full color vinyl set-up & cut decals-Adk	187.05
		Check Total:	541.80
		Vendor Total:	541.80
1285	CA Dept of Corrections and Rehabilitt		
Check No:	0	Check Date:	
	1800291449	CH Anx/CCI Crew Feb 2015	5,433.92
		Check Total:	5,433.92
		Vendor Total:	5,433.92
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2518617	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:	
	65623-1	Wtr/#10-Carhartt Reflective Coats	225.72
	65623-2	Swr/#10-Carhartt Reflective Coats	225.72
	65623-3	PW/#10-Carhartt Reflective Coats	225.72
	65623-4	Constr/#10-Carhartt Reflective Coats	75.23
		Check Total:	752.39
		Vendor Total:	752.39
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	449647	PD/bimonthly service/220 C St	95.00
		Check Total:	95.00
		Vendor Total:	95.00

Vendor	Invoice No	Line Description	Check Amount
1794	Daniels Tire Service		
Check No:	0	Check Date:	
	240089811	Swr/Svc & fuel chgs/#4-Titan tires/12g tire life/c	3,892.55
		Check Total:	3,892.55
		Vendor Total:	3,892.55
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	0105	PW/Trimmer line .105	18.26
		Check Total:	18.26
		Vendor Total:	18.26
1982	SSD Systems		
Check No:	0	Check Date:	
	1100311-A-1	Air/314 Hayes St Pilots Lounge/burglar alarm se	36.75
	1100311-A-10	GG/115 S Robinson/burglar alarm service	34.65
	1100311-A-11	Air/314 Hayes St Pilots Lounge/radio backup ser	23.10
	1100311-A-2	Air/100 Commercial Way/burglar alarm service	17.33
	1100311-A-3	Constr/100 Commercial Way/burglar alarm servi	17.32
	1100311-A-4	PW/800 Enterprise Way/burglar alarm service	46.50
	1100311-A-5	Swr/750 Enterprise Water Treatment/burglar alar	30.98
	1100311-A-6	Wtr/750 Enterprise Water Treatment/burglar alar	30.97
	1100311-A-7	Swr/750 Enterprise water storage/burglar alarm s	25.73
	1100311-A-8	Wtr/750 Enterprise water storage/burglar alarm s	25.72
	1100311-A-9	Depot/101 Tehachapi Blvd/fire alarm service	79.00
		Check Total:	368.05
		Vendor Total:	368.05
2047	Fred C. Gilbert Co.		
Check No:	0	Check Date:	
	606207	Wtr/#3-Adapters 1/4" NPT	109.17
		Check Total:	109.17
		Vendor Total:	109.17
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	842081	PW/Spindle nut sockets prt # 2448 & 2451/socks	109.25
	842109	PW/Return-Inv# 842081/#2-Spindle nut sockets	-73.08
	842557	PW/Spindle nut socket prt #2449	50.96
		Check Total:	87.13
		Vendor Total:	87.13
2151	Melo's Gas & Gear		
Check No:	0	Check Date:	
	80031755	PW/Acetylene sm cyl/high pressure lagre	19.85
		Check Total:	19.85
		Vendor Total:	19.85
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1501209-1	Ref/Printing 4/1-4/30/15	125.18

Vendor	Invoice No	Line Description	Check Amount
	DP1501209-2	Wtr/Printing 4/1-4/30/15	250.37
	DP1501209-3	Swr/Printing 4/1-4/30/15	250.37
	DP1501209-4	Ref/Postage 4/1-4/30/15	217.84
	DP1501209-5	Wtr/Postage 4/1-4/30/15	435.70
	DP1501209-6	Swr/Postage 4/1-4/30/15	435.70
	DP1501209-7	GG/Insert for Clean Up 4/1-4/30/15	42.17
		Check Total:	1,757.33
		Vendor Total:	1,757.33
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH7544-1	PW/#4-Lg & #3-M box Gloves 100 Ct	168.37
	CATEH7544-2	Swr/#3-M box Gloves 100 Ct	23.26
	CATEH7544-3	Wtr/#3-XL boxes Glv/#2-pwrflx Glv/#1-XLCwl	117.09
	CATEH7544-4	Land/#4-AA batteries/9V Batteries	1.17
	CATEH7544-5	CH Anx/#3-FI blue & #3 wht spray paint/#10-ea	30.33
		Check Total:	340.22
		Vendor Total:	340.22
2963	AT&T		
Check No:	0	Check Date:	
	6575042-1	PD/Acct#2343429512845/T1 Line-Calnet 2 clos	-41.16
	6575042-2	PD/Ban#9391006708/T1 Line 4/11-5/10/15	290.30
	6595236-1	PD/Acct#2343429780404/Subscriber Acc Line-C	-61.74
	6595236-2	PD/Ban#9391006709/Subscriber Access Line 4/	137.83
		Check Total:	325.23
		Vendor Total:	325.23
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	188893	GG/General Fees Prof Svcs through 04/30/15	21.00
	188894	AD 89-2 Fees Prof Svcs through 04/30/15	33.50
		Check Total:	54.50
		Vendor Total:	54.50
3004	Motor City Auto Center		
Check No:	0	Check Date:	
	723586	PW/Cust#5846/#2-Seals	67.45
	723589	PW/Cust#5846/Pad Kit	214.88
	723759	PW/Cust#5846/Gasket	2.76
	GCCS737692	Wtr/Cust#120778/replace brake switch/speed sei	461.92
		Check Total:	747.01
		Vendor Total:	747.01
3011	Verizon Wireless		
Check No:	0	Check Date:	
	9745651924-1	Fin/Mobile Broadband/H Chung	29.65
	9745651924-2	Wtr/Mobile Broadband/T Brown	15.01
	9745651924-3	Swr/Mobile Broadband/T Brown	15.01
		Check Total:	59.67

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	59.67
3018	CDW Government Inc.		
Check No:	0	Check Date:	
	VK83888	IT/Ithaca Posjet 1500 USB-receipt printer	602.00
		Check Total:	602.00
		Vendor Total:	602.00
3135	Juan A. Acuna		
Check No:	0	Check Date:	
	203996	PW/Pumped 7 yards concrete	220.00
		Check Total:	220.00
		Vendor Total:	220.00
3160	Broken Drum of Bakersfield		
Check No:	0	Check Date:	
	G14011-1-2	CH Anx/Insulation/Progress Pay Est #2	327.70
		Check Total:	327.70
		Vendor Total:	327.70
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	A03003413	PW/#4-Meadows 1600 cure white pail	174.15
		Check Total:	174.15
		Vendor Total:	174.15
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12000690	Strts/PEX FG white PE & STD duty base/3" she	303.98
	12000694	PW/Return Inv#12000484/#4-wood posts/#I-MC	-397.75
	12000748	Strts/Custom sign-Peach Blossom Lane	69.88
	12000811	Strts/#30-HP asphalt cold patch	435.38
		Check Total:	411.49
		Vendor Total:	411.49
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2025	CD/Housing Element Update 5th Cycle/Prof Svc	2,980.00
		Check Total:	2,980.00
		Vendor Total:	2,980.00
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2527893	GG/Acct#300421002/115 S Robinson May 2015	25.00
		Check Total:	25.00
		Vendor Total:	25.00
3837	CEMEX Construction Materials Pac I		
Check No:	0	Check Date:	
	9430743820	CH Anx/#2-NC 170/6yd-2SK F Slurry/min load	397.67

Vendor	Invoice No	Line Description	Check Amount
	9430783033	Strts/12lb-EQ Davis Graphite/3yd-3/8 6.0SK/mi	386.57
		Check Total:	784.24
		Vendor Total:	784.24
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447-115510	PW/#2-5GAL gear oil	399.88
	4447-115532	PW/#3-12oz R-134A refrigerant	62.22
	4447-115573	PW/FWD socket prt #W80553/socket prt #W15t	31.15
	4447-115589	PW/Impact Adapter prt #M765/Adapter prt #GM	22.55
	4447-115798	PW/Return-Inv#115589/Impact Adapt prt #M76:	-12.89
	4447-115804	Constr/#2-15oz Engine cleaner	7.93
	4447-116782	Wtr/Ceramic Pad/#2-reflex shock #911164/#2-re	234.96
		Check Total:	745.80
		Vendor Total:	745.80
3868	Traffic Management Incorporated		
Check No:	0	Check Date:	
	45617	Strts/Asphalt Rake	69.88
	46705	Wtr/Asphalt Rake	69.88
		Check Total:	139.76
		Vendor Total:	139.76
3869	Juliette Lacy		
Check No:	0	Check Date:	
	05262015	G F/Refund for Tehachapi GranFondo	60.00
		Check Total:	60.00
		Vendor Total:	60.00
3870	Stephanie Lacy		
Check No:	0	Check Date:	
	05262015	GF/Refund for Tehachapi GranFondo	60.00
		Check Total:	60.00
		Vendor Total:	60.00
3871	Asbestos Services Inc		
Check No:	0	Check Date:	
	G14011-II-1	CH Anx/Remove Hazardous Materials/Progress	11,780.00
		Check Total:	11,780.00
		Vendor Total:	11,780.00
3872	J Bruce Company		
Check No:	0	Check Date:	
	G14011-PL-1	CH Anx/Plumbing/Progress Pay Est #1	14,284.36
		Check Total:	14,284.36
		Vendor Total:	14,284.36

Vendor	Invoice No	Line Description	Check Amount
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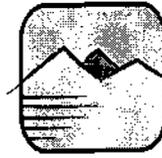
Report Total:

74,938.34

Accounts Payable

Checks by Date - Detail By Check Date

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CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	42576	Check Date: 05/14/2015	
Vendor:	1851	AT&T	
05012015		GG/White Page acct- May 2015	13.67
			<hr/> 13.67
Check No:	42577	Check Date: 05/14/2015	
Vendor:	0656	Blue Tarp Financial Inc.	
32804761		PW/1 Year Hotline Renewal	39.99
			<hr/> 39.99
Check No:	42578	Check Date: 05/14/2015	
Vendor:	3274	Bright House Networks	
064495401050615		GG/Internet Service 5/11-6/10/15	173.76
			<hr/> 173.76
Check No:	42579	Check Date: 05/14/2015	
Vendor:	1739	Chevron & Texaco Business Card Services	
44285253-1		PD/fleet vehicles fuel 4/6-5/5/15	3,317.21
44285253-2		GG/Management/fleet vehicles fuel 4/6-5/5/15	225.53
			<hr/> 3,542.74
Check No:	42580	Check Date: 05/14/2015	
Vendor:	3844	Franchise Tax Board	
05072015-1		GG/#312613192904136373/Inv#2128 25% of \$t	151.25
05072015-2		GF/#312613192904136373/Inv#2129 25% of \$5	13.33
			<hr/> 164.58
Check No:	42581	Check Date: 05/14/2015	
Vendor:	0395	The Gas Company	
05082015		GG/non-residential heat/115 S Robinson 4/7-5/6.	21.15
			<hr/> 21.15
Check No:	42582	Check Date: 05/14/2015	
Vendor:	3865	Aaron Price	
03141C		PD/Reimburse/Truck tool box-Tractor Supply Co	193.49
			<hr/> 193.49
Check No:	42583	Check Date: 05/14/2015	
Vendor:	3199	Slick Fish Marketing Co.	
2128-1		GG/Logo/Graphics-Loop Biz Showcase Ad/Talk	605.00
2128-2		GG/-25% withholding/Franchise Tax Board-Stat	-151.25
2129-1		G Fondo/Graphics-SC Bike Ad 1/3 page	53.33
2129-2		G Fondo/-25% withholding/Franchise Tax Board	-13.33
			<hr/> 493.75
Check No:	42584	Check Date: 05/14/2015	
Vendor:	0399	Sparkletts	

		Check Amount
050115	Swr/5G drinking water/cooler rental 04/15	122.65
		<hr/>
		122.65
Check No:	42585 Check Date: 05/14/2015	
Vendor:	2940 US Bank Corporate Payment System	
011776	Air/USPS/Certified mail-Hangar Ground Lease	6.49
025412	GG/Lunch/Change of Command Ceremony-FAF	20.50
026752	PW/Gas/League CA Cities PW Officers Expo-J	31.06
0273001	GG/Lodging Dep/ICSC/RECON Conv LV 05/17	133.28
0273002	GG/Lodging Dep/ICSC/RECON Conv LV 05/17	133.28
0273003	GG/Lodging Dep/ICSC/RECON Conv LV 05/17	133.28
03172015	GG/wireless handheld PA system w/bluetooth	1,349.00
03302015	PD/Lodging/CAPE 2015 Training/A Thompson	682.16
03312015	GG/ICSC Public Affiliate Dues-Membership Exj	50.00
04022015	Air/ForeFlight Mobile Pro USA 1yr subscription	149.99
04032015	PD/Lodging/CAPE 2015 Training/A Henning 3/	682.16
04072015	G G/Constant Contact April 2015	50.00
04132015	Eng/CEQA meeting-Hodel's/Schlosser & Montg	40.00
04252015	CD/eFax monthly subscription Apr 23-May 22	16.95
050743	GG/Lunch/CALED Conf-M Vance 4/20-4/22/15	16.66
056735	PD/Radioshack-6' TRPL A/V S Video	21.49
066837	GG/Dinner/CALED Conf-M Vance 4/20-4/22/15	32.46
091696	Wtr/Lunch for work crew-water main break	37.52
10014724444	GG/Cisco-Webex April 2015	24.00
1227253	G Fondo/Facebook Ads -3/3/15-3/30/15	368.88
125267296	IT/Newegg/10' DisplayPort to HDMI cable/adap	29.54
125772579	IT/Newegg/USB 3.0 4-Port HUB for Laptop or c	13.96
1282243	GG/Business Catalyst Subscription 4/18/15-5/18	38.88
136891J	G Fondo/Tehachapi Mountain Trails Assn Memt	1,000.00
15737	GG/Loop-Full Pg Color Ad Vol 2803 Feb 14 20	400.00
15807	GG/Loop April Ad	400.00
15909	GG/Loop April 11th Ad	400.00
187582	Air/5.11 Tactical Return- Inv #200208340/#2-TI	-98.99
2012896	Air/#2-white marking spr/orange marking spr/2"	19.68
201490	G Fondo/Cycling Promotions West-#2-e-mail bl;	970.00
2065242	GG/Registr/ICSC RECON LV 5/17/15-5/20/15-	570.00
2065243	Coun/Registr ICSC RECON LV 5/17/15-5/20/15	570.00
2065244	GG/ Registr/ICSC RECON LV 5/17/15-5/20/15-	570.00
2070563280	GG/SiriusXM Service April 2015	21.63
2205	GG/Tehach Area Assoc Realtor-start up fee/Pror;	375.00
25497700	GG/#100-2x3' Nylon US Flags-poles-collars/#24	3,006.14
2693613	PD/CA Peace Officers Assn-Public Records-5/6-	1,500.00
4883448	GG/UPS Store/custom printing-Economic Dev p	176.04
570128805	GG/13G drawstring 200 ct bags/250 Ct paper pl;	54.79
5883678	G Fondo/UPS Store-mailed brochures	184.60
605266	PW/Lodging/League CA Cities PW Officer Expe	236.44
62974	CH Anx/#2-UNIFI WRLS/#2-Connector/Transce	1,120.00
62974-1	Cap Hills/Kern County Clerk-CEQA fees/copies	50.75
62974-2	Strts/Kern County Clerk-CEQA fees/copies	50.75
62974-3	Curry Med/Tomp/Kern County Clerk-CEQA fee.	50.75
653207497	GG/Adobe Creative Cloud Membership April 20	49.99
7893800	PD/Amazon-1997 Uniform Building Code book	4.28
80-1	GG/Hitching Post Theater Advertising Apr-Jun 2	450.00
81450547	CD/CoreLogic/Kern CA Prop profile-custom sea	241.67
8359434	GG/Sterlite 6 Quart bins w/lids-EOC supplies	42.26
8618	Air/The Reflectory-#12-photo electronic gate rel	40.00
888299	Air/UPS Store-parcel shipping	22.33
N-4391	GG/#10-3M UV laminant prints 30"x40"/Install	1,070.70

Check Amount

17,610.35

Date Totals:

22,376.13

Report Total:

22,376.13

Accounts Payable

Checks by Date - Detail By Check Date

User: HThomas
 Printed: 5/21/2015 - 3:20 PM



			Check Amount
Check No:	42669	Check Date: 05/21/2015	
Vendor:	3849	Agoura Sash and Door Inc	
58403		CH Anx/final-#13-prehung flush doors/#1-metal	6,134.52
			6,134.52
Check No:	42670	Check Date: 05/21/2015	
Vendor:	2963	AT&T	
6546819		Swr/Ban#9391006714/Telemetry Sys 4/2-5/1/15	18.45
6557576-1		Swr/Acct#6618220687919/Scada-Calnet 2 ciosu	-86.10
6557576-2		Swr/Ban#9391006710/Scada 4/6-5/5/15	98.45
6557577-1		GG/Acct#6618222200313/CH Line 1-Calnet 2 c	-295.63
6557577-2		GG/Ban#9391006712/CH Line 1 4/6-5/5/15	419.34
6557578-1		Swr/Acct#6618224078142/WWTP Office-Caine	-11.75
6557578-2		Swr/Ban#9391006713/WWTP Office 4/6-5/5/15	117.98
6557579		Depot/Ban#9391006715/Depot 4/6-5/5/15	51.72
6557580		Swr/Ban#9391006716/Lift station 4/6-5/5/15	18.46
6557581		GG/Ban#9391006717/CH Fax 4/6-5/5/15	66.81
6557582		Air/Ban#9391006718/AWOS 4/6-5/5/15	18.46
6557584		Air/Ban#9391006720/Fuel system 4/6-5/5/15	18.46
6557585		LLD/Ban#9391006721/Auto dialer/1002 Applev	18.46
			453.11
Check No:	42671	Check Date: 05/21/2015	
Vendor:	0155	FedEx	
602094730130		Fr Plza/St Overnight-County of Kern Planning	32.90
602096150275		Eng/St overnight/CEQA-Annex #85	33.22
602096150286		Eng/St Overnight/AECOM-Tr #6216	52.53
602096150297		Eng/St Overnight/AECOM-McDonalds & Coffe	38.44
			157.09
Check No:	42672	Check Date: 05/21/2015	
Vendor:	0395	The Gas Company	
05132015-1		GG/non-residential heat/200 W Tehachapi Blvd	15.29
05132015-2		PD/non-residential heat/220 W C St 4/10-5/11/15	316.32
05132015-3		Air/non-residential heat/100 Commercial 4/10-5	31.81
05132015-4		Air/non-residential heat/409 Bryan Ct 4/10-5/11/15	47.41
			410.83
Check No:	42673	Check Date: 05/21/2015	
Vendor:	3867	Halpin Concrete Co	
G14011-SW-1		CH Anx/Concrete Sitework-Progress Pay Est #1	6,565.45
			6,565.45
Check No:	42674	Check Date: 05/21/2015	
Vendor:	2695	Home Depot Credit Services	
0013441		PW/2x4-8ft prem green doug fir	2.88
1013369		Wtr/paracord 1/8"x50 multi clr poly pro	3.19

1013396	Strts/#8-elbow 1 1/4" 90DEG belled-street lights	24.32
1013423	Strts/#7-Elbow 3/4" 90DEG bell end/coupling 3/	8.59
1013888	Fr Plaza-doorlock/prehung door/5pk blades/shir	238.86
1591757	Strts/#4-elbow 3/4" 45DG bell end-downtown liq	3.31
2013828	Air/Roundup extended control 1.33 G/100 Comr	27.23
2021412-1	Constr/#3-3g tote/#2-clip-6qt-deep clip boxes-1C	30.29
2021412-2	Air/#3-3g tote/2-clip/2-6qt & 2-dp clip boxes-10	30.29
2572704	Wtr/3/4" PVC male & female adapters/lock/couj	3.76
3013750	Depot/2-1/2" inside corner zinc brace 4pk-wome	3.36
3013756	Swr/Empire 78" true blue magnetic box level	83.82
3013767	CH Anx/#4-3x10 ABS pipe/couplings/elbow/fitti	175.28
3141755	Wtr/D-handle digging shovel/4" trenching shove	38.89
4013688	Constr/toilet fill valve/100 Commercial-toilet ref	12.56
4013724	PW/3/4 RTD sheeting/6D bright duplex 1lb/GRI	47.29
4141714	Constr/24" push broom/bench brush	36.44
4573036	Constr/1pc 8" strap wrench	9.35
4592042	PW/1G premium sprayer	17.17
5013220	Constr/Chisel spade 10pc bit set	13.60
6014112	CH Anx/#3- 15' adj pat W/H efficient sprinkler n	6.03
6014133	Air/#10-1/2" Swing-joint elbows	4.09
6311649	CH Anx/Return-Ref Inv# 3311326/#8-jt comp/#.	-109.37
6581964	Wtr/3/4" FP ball valve/3/4x1/2" Gal bushing	17.38
7013128	GG/#2-Loctite power grab clr prss Pk-fix Center	16.42
7014057	CH Anx/#3-3/4" PVC40 PE pipe/#3-tees/#2-cou.	10.12
7014063	PW-#4-1x6-10ft Df/HF board/#12-18" flat steel :	77.94
7301415	CH Anx/Return-Ref Inv# 3311326/#92- 5/8 4x8	-1,027.57
7581926	Strts/#2-12/3 25' Husky extension cords	67.64
7581935	Wtr/1/2"x2 & 1/2x2 1/2 brass pipe nipples/1/2" 1	23.34
8013018	Strts/#6-33G drawstring bags 50 Ct	81.56
8013062	Swr/#4-PVC 90D/#3-bushings/#6-couplings/#6-	21.39
9013505	Strts/1Qt prem synthetic wax wire lube-street lig	8.78
9013506	Strts/#2-10 stranded red 500 ft /#1 grn #1 wt 10-	335.27
9013509	Strts/8 stranded red 500 ft/8 stranded white 500 1	289.28

632.78

Check No: 42675 Check Date: 05/21/2015
 Vendor: 1679 Marcia Smith
 05202015 CD/Reimburse/County Clerk Fees-CEQA exempt

152.25

152.25

Check No: 42676 Check Date: 05/21/2015
 Vendor: 0372 Southern California Edison
 05062015-1 Strts/Highway 202 4/3-5/5/15
 05062015-2 Strts/Highway 202 4/1-5/1/15
 05072015-1 Wtr/Curry 4/6-5/6/15
 05072015-2 Wtr/Pinon 4/6-5/6/15
 05072015-3 Wtr/1299 S Curry St 4/6-5/6/15
 05072015-4 LLD/1347 Clasico Dr PED 4/6-5/6/15
 05072015-5 LLD/1115 Alder Ave PED 4/6-5/6/15
 05072015-6 LLD/1415 Alder Ave PED 4/6-5/6/15
 05072015-7 LLD/1002 Applewood St 4/6-5/6/15
 05082015-1 Strts/100 W Tehachapi Blvd 4/6-5/6/15
 05082015-10 Strts/F St E/O Mulberry 4/1-5/1/15
 05082015-11 Strts/213 W I St 4/1-5/1/15
 05082015-12 Strts/Highline & Curry 4/1-5/1/15
 05082015-13 Strts/Mill St S/O E St 4/1-5/1/15
 05082015-14 Strts/Tucker/Valley 4/1-5/1/15
 05082015-15 Strts/710 W Tehachapi Blvd 4/1-5/1/15

66.42
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 260.82
 11.13
 16.55
 11.13
 171.43
 159.09

05082015-16	Strts/Tehachapi Blvd/Dennison 4/1-5/1/15	12.00
05082015-17	Strts/800 S Curry St 4/1-5/1/15	30.40
05082015-18	Strts/Dennison/Brett Ave 4/1-5/1/15	43.93
05082015-19	Strts/Goodrick Dr E/O Dennison 4/1-5/1/15	200.74
05082015-2	Strts/101 W F St 4/6-5/6/15	274.53
05082015-20	Strts/Valley Bl W/O Dennison 4/1-5/1/15	401.48
05082015-21	Wtr/129 Brentwood Dr 4/7-5/7/15	2,124.46
05082015-22	Swr/000000Tehachapi Blvd 3/27-4/28/15	161.27
05082015-23	Strts/Tehachapi/Tucker 4/1-5/1/15	49.64
05082015-24	LLD/180 Valley 4/7-5/7/15	26.38
05082015-25	LLD/115 Manzanita Ln 4/7-5/7/15	26.11
05082015-26	LLD/311 Sutter St 4/7-5/7/15	26.67
05082015-27	LLD/501 1/2 Pinon 4/7-5/7/15	26.38
05082015-28	LLD/Pinon St/East Orchard/Curry St 4/1-5/1/15	320.79
05082015-29	LLD/Industrial Pkwy/Curry St 4/1-5/1/15	66.61
05082015-3	LLD/TR 2995 Oakwood/Valley 4/1-5/1/15	264.30
05082015-4	LLD/TR 2995 Oakwood/Valley 4/1-5/1/15	279.30
05082015-5	Strts/TR 2995 Oakwood/Valley 4/1-5/1/15	7,350.04
05082015-6	Strts/Tucker Rd/Hwy 202 4/1-5/1/15	174.28
05082015-7	Strts/Mill & J St 4/1-5/1/15	73.19
05082015-8	Strts/TR 45361 Mulberry AP 4/1-5/1/15	55.48
05082015-9	Strts/Mill & J St 4/1-5/1/15	109.50
05092015-1	Strts/1300 Goodrick Dr #Z 4/8-5/8/15	25.94
05092015-10	LLD/1202 S Dennison 4/8-5/8/15	27.70
05092015-11	LLD/1000 Canyon Dr W 4/8-5/8/15	26.67
05092015-2	Strts/Mulberry/Brentwood 4/1-5/1/15	72.21
05092015-3	Swr/755 Steuber Well 4/8-5/8/15	731.14
05092015-4	LLD/Manzanite/Green 4/1-5/1/15	267.51
05092015-5	LLD/Dennison/Pinon St 4/1-5/1/15	1,203.38
05092015-6	LLD/Mill St/D St 4/1-5/1/15	67.42
05092015-7	Drain/409 Bailey Ct 4/8-5/8/15	40.60
05092015-8	LLD/1199 Canyon Drive East 4/8-5/8/15	26.67
05092015-9	LLD/1200 S Dennison 4/8-5/8/15	26.39
05122015-1	Wtr/Wht Oak Extnd-E-Curry 4/7-5/7/15	1,064.66
05122015-2	LLD/115 Manzanita St 4/8-5/8/15	26.67
05122015-3	Strts/209 E Highline Rd PED 4/8-5/8/15	26.24
05132015-1	Wtr/126 S Snyder Ave 4/8-5/8/15	41.49
05132015-2	Wtr/NW Cor Anita/Dennison 4/8-5/8/15	2,779.59

31,073.98

Check No: 42677 Check Date: 05/21/2015
 Vendor: 3866 The Oaks
 1-1 CH Anx/Cabinets for Information desk
 1-2 CH Anx/Fabricate & install Silestone countertop

2,760.00
 2,825.00

5,585.00

Check No: 42678 Check Date: 05/21/2015
 Vendor: 2733 Urban Futures Inc.
 CD0515-056-1 RDA/Continuing Disclosure 2007 Bonds
 CD0515-056-2 RDA/Continuing Disclosure 2005 Bonds

1,750.00
 1,750.00

3,500.00

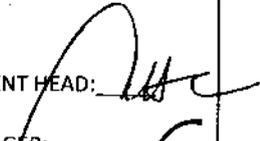
Check No: 42679 Check Date: 05/21/2015
 Vendor: 3011 Verizon Wireless
 9743161165 PD/Mobile Broadband 3/2-4/1/15
 9744848938 PD/Mobile Broadband 4/2-5/1/15

577.78
 577.78

1,155.56

Date Totals: 55,820.57

Report Total: 55,820.57

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: JUNE 1, 2015 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: MAY 26, 2015

SUBJECT: REMOVAL OF DELINQUENT INSTALLMENT OF SPECIAL ASSESSMENT FROM
KERN COUNTY TAX ROLL

BACKGROUND

The City has the fiduciary responsibility as "Trustee" for the bonds associated with Assessment District 89-2. This responsibility requires the City to foreclose upon these properties which are delinquent in tax payments as well as bond payments. This resolution orders the removal of delinquent installments of special assessments and special taxes ("Tax Roll Removal") from the Kern County Tax Collector and ordering foreclosure actions. If this process is not followed the City would possibly have liability issues with the bondholders because the City did not comply with the trustee responsibilities. The parcels and the tax years for the Tax Roll Removal are listed:

223-490-02-00-4	2007/08, 2008/09
223-490-03-00-7	2007/08, 2008/09
223-490-06-00-6	2007/08, 2008/09

The Notice of Intent to Remove Delinquent Assessment Installments from Tax Roll for above parcels and tax years were filed and recorded previously with the County of Kern in February 2010.

OPTIONS

- Approve Resolution authorizing Staff to proceed with Tax Roll Removal process on parcels listed above in order to foreclose
- Do not authorize Staff to proceed with tax roll removal process.

FISCAL IMPACT

There is a cost associated with the foreclosure action, as well as the administration of bonds. It is hard to identify these costs at this point since the cost depends on the Kern County Court and the Sheriff processing. However, the expenses will be repaid when a positive Sheriff's sale happens at foreclosure.

RECOMMENDATION

Adopt Resolution.

June 2, 2015

Office of the Auditor-Controller
County of Kern
1115 Truxtun Avenue, 2nd Floor
Bakersfield, CA 93301

**RE: CITY OF TEHACHAPI
ASSESSMENT DISTRICT NO. 89-2
KERN COUNTY FUND NUMBER 20618
REMOVAL OF DELINQUENT ASSESSMENTS FROM KERN COUNTY TAX ROLL**

Dear Auditor-Controller:

In accordance with the covenant by the City of Tehachapi (the "Agency") to its bondholders to foreclose the lien of delinquent assessments on parcels within Assessment District No. 89-2, bearing County Fund Number 20618 (the "District"), please remove the delinquent assessments on these parcels within the District described in the attached schedule, from the Kern County Tax Roll.

Enclosed is the recorded copy of the Notice of Intent to Remove Delinquent Assessment Installments from Tax Roll, which was recorded in compliance with said *Section 88336.2 of the California Streets and Highways Code* as Document 0210022163 on 2/22/10 and Resolution No. _____ authorizing the removals.

Also enclosed is the Agency's check in the amount of \$61.95 covering the tax roll removal fees charged by the County of Kern with respect to the three (3) parcels, computed at the rate of \$14.50 for the first tax year and \$6.15 for subsequent tax years.

Please cause these assessments to be immediately removed from the Tax Roll, and kindly confirm to me, in writing, when the removal has been completed.

If you have any questions with respect to this request, the annexed schedule, or the enclosures, kindly give me a call at (661) 822-2200.

Very truly yours,
CITY OF TEHACHAPI

By: _____
Hannah Chung, Finance Director

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI ORDERING REMOVAL OF DELINQUENT
INSTALLMENTS OF SPECIAL ASSESSMENTS FROM THE KERN
COUNTY TAX ROLL AND ORDERING FORECLOSURE ACTIONS**

WHEREAS, the Board of Directors (the "Board of Directors") of the City of Tehachapi (the "Agency"), has heretofore undertaken proceedings pursuant to the provisions of the "*Improvement Bond Act of 1915*", being *Division 10 of the State of California Streets and Highways Code, commencing with Section 8500 thereof* (the "Act"), and has levied special assessments upon lands within the Special Assessment District 89-2 ("the "District") described in a Resolutions of Intention previously adopted for said improvements; and

WHEREAS, said proceedings provided for the issuance of bonds pursuant to the Act, and said bonds were previously issued; and

WHEREAS, collection of all special assessments levied pursuant to said proceedings was and is intended to provide for the timely payment of all amounts of principal and interest due and payable pursuant to the terms of the above referenced bonds; and,

WHEREAS, certain owners of property within the District have become delinquent, and, from time to time in the future, may become delinquent, in the payment of said special assessments heretofore and hereafter levied on their parcels, thereby necessitating (a) the removal of said installments from the Kern County Tax Roll, and (b) the institution of judicial foreclosure actions with respect to such parcels, in accordance with the Agency's foreclosure covenant to the bondholders in the District, and the Act.

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

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

as follows:

Section 1. That the above recitals are true and correct.

Section 2. That it is hereby ordered that all currently delinquent special assessments from those parcels within the District and described by assessor's parcel number in Schedule Attached hereto, and by this reference incorporated herein, be (a) immediately removed from the Kern County Tax Roll, and the Agency's chief financial officer is hereby authorized to so order the Kern County Tax Collector to removed said amounts from the Kern County Tax Roll, and (b) collected by an action or actions brought in the Superior Court of Kern County to foreclose the liens thereof in accordance with Section 8830, et seq., of the Act. As part of the process of removal of the delinquent special assessments from the Kern County Tax Roll under (a), above, the chief financial officer of the Agency is authorized to cause a "Notice of Intent To Remove Delinquent Assessment Installments From The Tax Roll" to be recorded among the Official Records of Kern County, in accordance with Section 8830 of the Act, as amended.

Section 3. That the Board of Directors of the Agency hereby orders the chief financial officer or the Agency to review the delinquencies in the District, from time to time, and said chief financial officer is hereby authorized to request and cause the Agency's special judicial foreclosure counsel to foreclose, from time to time, on delinquent special assessments which the chief financial officer determines should or must be foreclosed upon in order to comply with the Agency's foreclosure covenants relating to the bonds.

Section 4. That it is hereby further ordered, pursuant to the above referenced Sections of the Act, that if any installments of special assessments levied upon any parcels within the District shall become delinquent, such installments shall be collected in the

same manner, as the currently delinquent special assessments described herein.

Section 5. That the Special Counsel Agreement relating to such actions submitted concurrently herewith and incorporated herein by this reference, to be dated the date hereof between the Agency, and the special judicial foreclosure counsel for the Agency, is hereby approved and the appropriate officers of the Agency are hereby authorized to execute the same on behalf of the Agency.

PASSED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 1st day of June, 2015 by the following vote:

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

SUSAN WIGGINS, Mayor
City of Tehachapi, California

ATTEST:

TORI MARSH, 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 June 1, 2015.

TORI MARSH, City Clerk
City of Tehachapi, California

SCHEDULE A

(CURRENTLY DELINQUENT PARCELS IN DISTRICT 89-2)

ASSESSOR PARCEL NUMBER	TAX YEARS
223-490-02-00-4	2007/08, 2008/09
223-490-03-00-7	2007/08, 2008/09
223-490-06-00-6	2007/08, 2008/09



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JUNE 2, 2015 AGENDA SECTION: COMMUNITY OUTREACH

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

DATE: MAY 27, 2015

SUBJECT: HOTDOG FESTIVAL 2015 – KIDDIE AMUSEMENTS OF BAKERSFIELD

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Kiddie Amusements of Bakersfield for entertainment at the July 4th Hotdog Festival. Kiddie Amusements will provide one bounce house, one giant slide, one obstacle course, one monkey motion and one rock climbing wall at Philip Marx Central Park in Tehachapi, CA, from 11:00 am to 4:00 pm on July 4, 2015.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KIDDIE AMUSEMENTS OF BAKERSFIELD

AGREEMENT

THIS AGREEMENT made this _____ day of _____ 2015, by and between the CITY OF TEHACHAPI, hereinafter "City", and Cheryl Ruiz dba Kiddie Amusements of Bakersfield [INC., a California Corporation], hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City is sponsoring a July 4, 2015 Hot Dog Festival and wishes to contract with Contractor to provide certain amusements (the "Entertainment"); and

WHEREAS, Contractor wishes to contract with City to provide the Entertainment and City is agreeable thereto under the terms and conditions hereinafter described.

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. Contractor agrees to provide the following Entertainment: One (1) Bounce House, One (1) Giant Slide, One (1) Obstacle Course, One (1) Monkey Motion, and One (1) Rock Wall on July 4, 2015 at Central Park in Tehachapi, California from 11:00 a.m. to 4:00 p.m. (the "Entertainment").

3. All costs incurred by Contractor in providing the Entertainment including, without limitation, insurance costs and fees, transportation, sales tax, and administration, shall be paid by Contractor at its sole cost and expense.

4. In the performance of Contractor's duties hereunder, Contractor shall provide One Bounce House, One Giant Slide, One Obstacle Course, One Monkey Motion, and One Rock Wall; all amusements including but not limited to all equipment, supplies, and other items necessary or convenient to providing the Entertainment at Contractor's sole cost and expense.

5. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder

in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insured and affording City at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

6. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

7. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon notice to Contractor at City's sole and absolute discretion in which case this Agreement shall terminate immediately. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

8. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

9. In the performance of its obligations hereunder, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees, subcontractors, agents, or representatives including, but not limited to, any of

same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states as follows:

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

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

10. Contractor shall not assign any portion of this Agreement to any other person or entity.

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

12. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone – (661) 822-2200; and Contractor – Cheryl Ruiz, 1400 "G" Street, Bakersfield, California, 93301, www.kiddieamusement.com of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

13. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

14. This Agreement may be amended only by a writing executed by all parties.

15. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

16. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

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

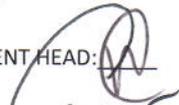
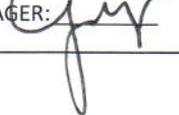
SUSAN WIGGINS, Mayor,
City of Tehachapi, California

Kiddie Amusements of Tehachapi,
"Contractor"

By: _____
Name: Cheryl Ruiz
Its:



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

MEETING DATE: JUNE, 2015 **AGENDA SECTION:** COMMUNITY OUTREACH

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

DATE: May 26, 2015

SUBJECT: HOTDOG FESTIVAL 2015 – CHRIS FULTON

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and BB Boys for entertainment at the July 4th Hotdog Festival. Chris Fulton will provide a musical performance at Central Park in Tehachapi, CA, from 11:00 am to 1:30 pm on July 4, 2015. Payment for this entertainment will be in the amount of \$300.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CHRIS FULTON

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF TEHACHAPI, hereinafter "City", and CHRIS FULTON, hereinafter "Contractor,"

W I T N E S S E T H :

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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. Contractor agrees that the Contractor will perform on July 4, 2015 as follows (the "Entertainment"): at the Coy Burnett Field in Tehachapi, California from 11:00 a.m. – 1:30 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$300.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Chris Fulton, PO BOX 593, Tehachapi, CA 93581, Phone - (661) 972-3667. Any party may change any of the

foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

SUSAN WIGGINS, Mayor,
City of Tehachapi, California

Chris Fulton

By: _____
Chris Fulton



APPROVED
DEPARTMENT HEAD _____
CITY MANAGER _____

COUNCIL REPORTS

MEETING DATE: JUNE 2, 2015 AGENDA SECTION: COMMUNITY OUTREACH

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

DATE: May 27, 2015

SUBJECT: HOTDOG FESTIVAL 2015 – BLUE MOUNTAIN TRIBE

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Blue Mountain Tribe for entertainment at the July 4th Hotdog Festival. Highline will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 5:00 pm to 6:30 pm on July 4, 2015. Payment for this entertainment will be in the amount of \$400.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND BLUE MOUNTAIN TRIBE

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the CITY OF TEHACHAPI, hereinafter "City", and BLUE MOUNTAIN TRIBE dba Robin Hairston, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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. Contractor agrees that the Contractor will perform on July 4, 2015 as follows (the "Entertainment"): at the Coy Burnett Field in Tehachapi, California from 5:00 p.m. – 6:30 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$400.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Robin Hairston, 24001 Yucca Court, Tehachapi, CA 93561. Any party may change any of the foregoing as

it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

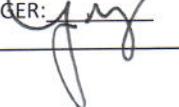
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PHILIP SMITH, Mayor,
City of Tehachapi, California

BLUE MOUNTAIN TRIBE

By: _____
Robin Hairston



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: JUNE 2, 2015 AGENDA SECTION: COMMUNITY OUTREACH

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR
DATE: May 26, 2015
SUBJECT: HOTDOG FESTIVAL 2015 – TPOPS

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and TPOps for entertainment at the July 4th Hotdog Festival. TPOps will provide a musical performance at Central Park in Tehachapi, CA, from 1:30 pm to 4:00 pm on July 4, 2015. Payment for this entertainment will be in the amount of \$500.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TPOPS

AGREEMENT

THIS AGREEMENT made this ____ day of ____, 2015, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI POPS, hereinafter "Contractor,"

W I T N E S S E T H :

WHEREAS, City is sponsoring the July 4 Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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. Contractor agrees that the Orchestra will perform on July 4, 2015 as follows (the "Entertainment"): at the Philip Marx Park (Central Park) in Tehachapi, California from 1:30 p.m. – 4:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$500.00 payable upon completion of the Entertainment.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.
5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from

any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Debby Hand, 206 East F Street, Tehachapi, California 93561, Telephone - (661) 823-9994. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

13. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

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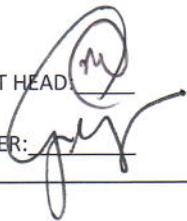
SUSAN WIGGINS, Mayor
City of Tehachapi, California

TEHACHAPI POPS

Deborah Hand



APPROVED
DEPARTMENT HEAD:
CITY MANAGER:

A handwritten signature in black ink is written over the signature lines in the approval box.

COUNCIL REPORTS

MEETING DATE: JUNE 1, 2015 AGENDA SECTION: COMMUNITY OUTREACH

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, COMMUNITY OUTREACH COORDINATOR

DATE: May 26, 2015

SUBJECT: HOTDOG FESTIVAL 2015 – TEHACHAPI COMMUNITY ORCHESTRA

BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and Tehachapi Community Orchestra for entertainment at the July 4th Hotdog Festival. Tehachapi Community Orchestra will provide a musical performance at Coy Burnett Field in Tehachapi, CA, from 7:00 pm to 9:00 pm on July 4, 2015. Payment for this entertainment will be in the amount of \$750.00.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TEHACHAPI COMMUNITY ORCHESTRA

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2014, by and between the CITY OF TEHACHAPI, hereinafter "City", and THE TEHACHAPI COMMUNITY ORCHESTRA, a non-profit corporation, hereinafter "Contractor,"

WITNESSETH:

WHEREAS, City is sponsoring the July 4th Hot Dog Festival (the "Festival") and wishes to contract with Contractor to provide entertainment; and

WHEREAS, Contractor is agreeable to providing entertainment as hereinafter described under the terms and conditions hereinafter set forth.

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. Contractor agrees that the Orchestra will perform on July 4, 2015 as follows (the "Entertainment"): at the Coy Burnett Field (Jacobsen Middle School) in Tehachapi, California from 7:00 p.m. – 9:00 p.m.
3. Contractor agrees to provide the Entertainment for agreed upon fee of \$750.00.
4. In the performance of Contractor's duties hereunder, Contractor shall provide all instruments and equipment including chairs, music stands, and music stand lights necessary or convenient to providing the Entertainment at Contractor's sole cost and expense. Contractor shall be solely responsible for the cost of the Entertainment traveling to City and for all costs of remaining in City, including, without limitation, hotel or motel accommodations, and for all costs to return to Entertainment's place of business, at Contractor's sole cost and expense. The City will provide the sound system at its expense.

5. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

6. In addition to any other methods of termination described in this Agreement, City may terminate this Agreement at any time upon determination that Contractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, City shall so notify Contractor and this Agreement shall be immediately terminated thereafter and City shall have no liability for any further payment of the Fee. Provided, however, that if Contractor fails to perform the Entertainment at all, then Contractor shall not be entitled to any portion of the Fee. In addition to the foregoing and any other methods of termination authorized in this Agreement, City may terminate this Agreement upon 30 days written notice to Contractor at City's sole and absolute discretion. In the event of any termination without cause, Contractor shall be entitled to payment for Contractor's performance of its obligations hereunder to the date of termination subject to City's approval and acceptance of Contractor's performance.

7. Contractor's services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

8. Contractor shall not assign any portion of this Agreement to any other person or entity.

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

10. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or upon deposit in the United States mail, first class, postage prepaid, addressed as hereinafter described or upon facsimile transmission to the facsimile number hereinafter described or upon verbal notification of the party to be notified either in person or by telephone at the telephone number hereinafter described (unless written notice is specifically required elsewhere in this Agreement or under the law). The following shall be used in providing the foregoing notices: City - City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Telephone - (661) 822-2200; and Contractor - Sharon Ellsworth, 123 White Oak Dr, Tehachapi, CA 93561. Any party may change any of the foregoing

as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

11. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

12. This Agreement may be amended only by a writing executed by all parties.

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14. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

15. Faxed copies of this fully executed Agreement shall be as effective as an original for all purposes.

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

SUSAN WIGGINS, Mayor,
City of Tehachapi, California

TEHACHAPI COMMUNITY ORCHESTRA

By: _____
Gayle Pitchford, President



APPROVED
 DEPARTMENT HEAD: JJS
 CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JUNE 1, 2015 AGENDA SECTION: CITY ENGINEER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: JOHN (JAY) SCHLOSSER, P.E., CITY ENGINEER
DATE: MAY 26, 2015
SUBJECT: CURRY STREET MEDIAN AND PINON STREET IMPROVEMENTS PROJECT - AWARD

BACKGROUND:

In December 2013, City Staff received approval from the City Council to prepare a capital construction package for a joint project on Curry Street and Pinon Street near Tompkins Elementary. The project has two primary goals:

1. On Curry Street, a raised traffic median is to be constructed from the intersection with Pinon Street south to Manzanita Street.
2. On Pinon Street, a designated student Pick-up and Drop-off area on the north side of Pinon Street immediately adjacent to the north side of Tompkins Elementary.

City Staff prepared the project design and arranged the project funds for this purpose.

On April 15, 2015 advertising began for the project. Staff opened bids for this project on May 7, 2015. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Sturgeon Services International	\$183,767.10
R.C. Becker & Son, Inc.	\$330,390.43
MAC General Engineering	\$393,314.00
Granite Construction	\$419,506.00
DOD Construction	\$422,960.00

A bid protest was formally received from R.C. Becker & Son, Inc. on May 12, 2015. A copy of this protest letter is attached to this report. Furthermore, Sturgeon Services International (Sturgeon) formally requested to be released from their bid due to clerical error by way of letter on May 14, 2015. City Staff requested further information from Sturgeon on May 18, 2015. After consulting with the City Attorney, City Staff has concluded that Sturgeon did make a clerical error in preparing their bid and therefore, they can be released from their bid pursuant to Public Contract Code Section 5101. Given this, the bid protest from R.C. Becker & Son, Inc. is mute.

FISCAL IMPACT:

As reported to the Council in December 2013, this project is to be joint funded with monies remaining from the Tract 6216 Bond Settlement action and from reimbursement from the Tehachapi Unified School District (TUSD). The Tract 6216 Bond Settlement funds currently total approximately \$120,000. As the Council will recall, we hold a Memorandum of Understanding (MOU) with the TUSD in which they agree to pay for their portion of the construction (Pinon Street piece) plus a proportional share of the construction administration expenses. Given the bid breakdown, the TUSD share is approximately \$130,000. This value includes the base bid, 5% in change order expense, and \$10,000 in construction administration expense. Commensurate with our MOU, we have alerted the TUSD to this cost information and they have agreed to proceed. The final portion of the project is budgeted under Fund 122 – Streets & Roads and is estimated to be about \$130,000.

RECOMMENDATION:

City staff has reviewed the bids as received and has deemed the proposal from R.C. Becker & Son, Inc. to be responsive.

APPROVE THE REQUEST FROM STURGEON SERVICES INTERNATIONAL TO BE RELIEVED FROM THEIR BID DUE TO CLERICAL ERROR PURSUANT TO PUBLIC CONTRACT CODE SECTION 5101. AWARD THE CURRY STREET MEDIAN AND PINON STREET IMPROVEMENTS PROJECT TO R.C. BECKER & SON, INCORPORATED IN THE AMOUNT OF \$330,390.43 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$16,519.52).



28355 Kelly Johnson Parkway, Valencia CA 91355
(661) 259-4845 Phone (661) 259-9869 Fax

May 12, 2015

John (Jay) H. Schlosser
City of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561

Re: Bid Protest/Appeal City of Tehachapi Curry Street Median and Pinon Street Improvement Project

Dear Jay Schlosser,

This letter serves as R.C. Becker and Son, Inc.'s bid protest as to Sturgeon Services International, the apparent low bidder for the above referenced contract. R.C. Becker protests the bid as non-responsive and directs the City of Tehachapi to the details below.

- I. Schedule of Work Items; pages 004100-2 & 004100-3 of Bid Form.

Sturgeon Services did not fill in unit prices for Bid Item Lines 4, 5, 6, 7, 15, 16, 17, 18 & 19. The project specifications specifically state 'if the unit price and the total amount named by a bidder for any item are not in agreement, the unit price alone shall be considered as representing the Bidder's intention and the totals shall be corrected to conform thereto.'

- II. Bid Bond; page 006110-1 of Bid Bond Documents.

The Signature for Sturgeon Services International is not notarized.

- III. Subletting and Subcontracting; page 004100-5 of Bid Form.

This section asks to list subcontractors who will be on the job. Sturgeon Services listed "N/A" for this section. Construction Specifications for this project require a Licensed Land Surveyor. See Section 015100 Subsection 1.06 B "All construction staking and surveying shall be performed by and under the direction of a Land Surveyor licensed to practice in the State of California." Sturgeon Services is not a licensed Land Surveyor therefore a Subcontractor needs to be used for the applicable items.

IV. Noncollusion Affidavit; page 004100-1 of Bid Form

Sturgeon Services did not sign this document. Contract Documents specifically state "The Bidder is required to sign the attached Noncollusion Affidavit and submit it with his bid."

All of the above-mentioned deficiencies demonstrate that Sturgeon Services International has submitted an incomplete proposal, and R.C. Becker and Son, Inc. requests that City of Tehachapi reject the bid as non-responsive. R.C. Becker is the lowest responsible and responsive bidder and an award to R.C. Becker is proper given the facts listed above.

Sincerely,
R.C. BECKER AND SON, INC

John Becker

John Becker, Vice President

STURGEON SERVICES INT'L



CORPORATE OFFICE

CL# A464120, A-HAZ, C-21

3511 Gilmore Ave.

P.O. Box 2840

Bakersfield, Ca 93303-2840

Phone: (661) 322-4408 x57 • Fax: (661) 859-0380

E-Mail: HR@sturgeonservices.com

City of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561
661-822-2200

Re: Curry Street Median and Pinon Street Improvement Project

To whom it may concern:

Due to a clerical error, we inadvertently failed to list a concrete sub in our cost proposal, Sturgeon Services International is requesting that our bid for the Curry Street Median and Pinon Street Improvement be pulled and disregarded.

Should you have any questions or concerns please feel free to contact our office.

Sincerely,

Jason Johnson

Jason Johnson

Business Unit Manager
Office: 661-322-4408
Direct Line: 661-912-0434
Fax: 661-840-6124
jjohnson@sturgeonservices.com



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: June 1st, 2015 **AGENDA SECTION:** Assistant City Manager

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: May 28th, 2015

SUBJECT: NON-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 Non-Commercial Hangar Ground Lease Agreement with a term starting on June 1st, 2015.

FISCAL IMPACT

Rental Payment:

\$125.00/month

\$1,500.00/year

RECOMMENDATION

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

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport) Suite 09E

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this **1st** day of **June, 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 **June 1st, 2015**, and terminating on **June 1st, 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 **June 1st, 2015**. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-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 January

1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date.

Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

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

6. **PURPOSE; NUISANCE:**

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

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

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

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

7. **CONDITION OF PREMISES:**

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

8. **SAFETY:**

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

9. **ALTERATIONS:**

LESSEE shall not construct any improvements or make any alterations of any

kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained..

10. **SIGNS:**

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

11. **UTILITY EXTENSION OR MODIFICATION:**

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

12. **UTILITIES:**

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

13. **MAINTENANCE:**

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

14. **FAILURE TO REPAIR:**

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

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

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

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

Lease with the purchaser.

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

16. COMPLIANCE WITH LAW:

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

17. RIGHT OF INSPECTION:

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

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

18. **INDEMNIFICATION:**

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

19. **WORKERS COMPENSATION:**

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

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of

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

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

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

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

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

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

21. **TAXES AND ASSESSMENTS:**

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

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

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

23. **AERONAUTICAL RESTRICTIONS:**

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

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

or in equity.

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

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

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

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

24. **SUBLETTING:**

(a) LESSEE shall not assign this Lease or sublet the premises, or any part thereof, without the prior written consent of the LESSOR, which consent shall not be

unreasonably withheld but may be reasonably conditioned to include but not be limited to the following:

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

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

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

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

26. **BANKRUPTCY:**

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

27. **WAIVER OF BREACH:**

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

28. **BREACH:**

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

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

29. **NEGATION OF PARTNERSHIP:**

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

30. **SURRENDER OF PREMISES:**

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

31. **ENTIRE AGREEMENT:**

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

32. **VENUE AND GOVERNING LAW:**

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

33. **COVENANTS AND CONDITIONS:**

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

34. **TIME OF THE ESSENCE:**

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

35. **SEVERABILITY:**

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

36. **AUTHORIZED AGENT OF LESSOR:**

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

37. **NOTICES:**

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

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

TO LESSEE: **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 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
50X50 2500sq. ft.





APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: June 1, 2015 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: May 27, 2015

SUBJECT: TEHACHAPI POLICE OFFICERS ASSOCIATION MOU

BACKGROUND

As the Council is aware, the Tehachapi Police Officers Association (TPOA) bargaining unit was formed in November 2014. Since that time, City Staff have engaged in a successful meet and confer process with the TPOA to negotiate the terms of a Memorandum of Understanding (MOU) for Bargaining Unit members. The attached MOU covers terms and conditions of employment specific to the Police Officers and Senior Police Officers, such as uniforms, safety equipment, Police Officer Standards and Training courses, shift schedules, etc. It also reiterates or alters other general employee policies for TPOA members such as holiday time banking, salaries and benefits, the discipline and grievance procedure, and so on.

The term of this MOU is June 1, 2015 to May 30, 2016.

RECOMMENDATION

APPROVE THE MOU BETWEEN THE CITY OF TEHACHAPI AND THE TEHACHAPI POLICE OFFICERS ASSOCIATION

Memorandum of Understanding

This memorandum of understanding is made and entered into as of the date of formal approval hereof by the City Council of the City of Tehachapi, by and between designated management representatives of the City of Tehachapi (hereinafter referred to as the "City") and the designated representatives of the Tehachapi Police Officers Association (hereinafter referred to as the "Association").

Preamble

It is the purpose of the Memorandum of Understanding (hereinafter referred to as "Memorandum" or "MOU") to promote and provide for harmonious relations, cooperation and understanding between the City's management representatives and the local sworn police employees covered under this Memorandum; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this Memorandum; and to set forth the agreement of the parties reached as a result of good faith negotiations regarding wages, hours, and other terms and conditions of employment of the employees covered under this Memorandum, which agreement the parties intend jointly to submit and recommend for City Council approval and implementation.

Article 1: Term of Agreement

Section 1. This MOU is effective upon ratification by the membership and lawful enactment by the City Council and remains in effect until May 30, 2016. The CITY and ASSOCIATION agree to extend this agreement until a new MOU is negotiated, or until the parties reach impasse. The Parties will attempt to start negotiations shortly after the start of the Calendar year.

Section 2. Notwithstanding the above term, in the event of a financial emergency promulgated by state or federal action substantially reducing CITY revenues, the CITY and ASSOCIATION agree to reopen negotiations on all terms of this Agreement.

Article 2: Retention of Benefits

Section 1. Existing Benefits contained in this Memorandum shall not be changed during the term of this agreement without the mutual consent of parties hereto. Existing benefits not set forth in this Memorandum, which fall within the scope of representation, shall not be changed by the CITY without advanced notice and an opportunity to meet and confer regarding such. The parties recognize and accept the concept of past practice as to matters within the scope of representation and agree to meet and confer regarding a proposed change in any such practices. The CITY shall not propose any such changes unless required to do so for operational or organizational reasons.

Article 3: Authorized Agents

For the purpose of administering the terms and provisions of this Memorandum;

Section 1. The CITY'S principal authorized agent shall be the City Manager or duly authorized representative (address: 115 South Robinson Street, Tehachapi, CA 93561) except where a particular representative is specifically designated in connection with the performance of a specific function or obligation set forth herein.

Section 2. ASSOCIATION'S principal authorized agent shall be its President or duly authorized representative (address: 785 Tucker Road, Suite G, PMB 144, Tehachapi, CA 93561) and the Union/Representative of their choosing.

Article 4: Recognition and Association Rights

Section 1. The CITY recognizes ASSOCIATION as the majority representation of the bargaining unit that includes the classifications as listed below:

- Police Officer
- Senior Police Officer

Section 2. The CITY recognizes the right of the ASSOCIATION to govern its internal affairs.

Section 3. The parties to this Memorandum fully support the concept of the Public Safety Officer's Procedural Bill of Rights Act, Sections 3300, et seq., of the Government Code.

Section 4. The ASSOCIATION shall be allowed to designate an employee representative to assist employees in:

- Preparing and processing grievances;
- Preparing and presenting material for Disciplinary Appeals hearings;
- Preparing and presenting material for any matter for which representation is granted pursuant to the provisions of California Government Code Sections 3300, et seq., known as the Public Safety Officer's Procedural Bill of Rights Act.

Section 5. The ASSOCIATION may designate one employee representative to assist an employee in preparing and presenting materials for above listed procedures. The employee representative so designated may be allowed reasonable release time from regularly schedule duties for the purpose of investigating and preparing materials for such procedures provided the employee provides adequate advance notice to the department and receives prior approval from the department. Employee representatives who investigate, prepare or present materials shall do so on their own time. Employee representatives and employees who attend hearings as witnesses shall do so on their own time. However, designated employee representatives shall be allowed to

engage in union activity without loss of compensation, as provided by Section 3505.3 of the Government Code.

Section 6. Designated employee representatives requesting time off under this Article shall direct such request to their immediate supervisors in writing within a reasonable time period to the date requested, in order to assure that the Department meets its staffing needs and to assure sufficient coverage of departmental assignments. The Department retains the right to deny such requests if the time off will impact staffing and the operational needs of the Department. However, such denials shall not be arbitrary or capricious.

Section 7. The CITY will furnish bulletin board space in the Police Department for the exclusive use of the ASSOCIATION. Materials placed on the bulletin boards shall be at the discretion of the ASSOCIATION and shall be removed by management only in the event the material is offensive to good taste or defamatory, and shall be removed only on prior notification to an ASSOCIATION representative. The ASSOCIATION shall be responsible for maintaining bulletin boards exclusively used by the ASSOCIATION in an orderly condition and shall promptly remove outdated materials.

Section 8. The ASSOCIATION may, with the prior approval of the Police Chief, be granted the use of Police facilities for off-duty meetings of the Police Department employees, provided space is available.

Article 5: Savings Clause

Section 1. If any articles of this Memorandum should be found invalid, unlawful or unenforceable by reason of existing or subsequent enacted legislation or by judicial authority, all other article and sections of this Memorandum shall remain in full force and effect for the duration of this Memorandum.

Section 2. In the event of invalidation of any article or section, the CITY and the ASSOCIATION shall meet within thirty (30) days following the invalidation for the purpose of meeting and conferring over whether any replacement provision(s) will be included in this Memorandum.

Article 6: Nondiscrimination Clause

Section 1. Neither CITY nor ASSOCIATION shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum because of exercise of rights to engage or not engage in ASSOCIATION activity or because of the exercise of any right provided to the employees by this Memorandum.

Article 7: Salaries and Benefits

Section 1. Salary

- Employee classifications covered under this MOU shall be compensated using the attached salary schedule (Exhibit A) adopted by the Tehachapi City Council resolution 42-14.

Section 2. Retirement (Need to reflect actual/correct % for years beyond 2015)

The following reflects the three preexisting retirement tiers for employee classifications covered by this MOU for 2015:

- Tier 1 (3% at 50): Employee pays 5.5% employee portion (hired prior to 11/26/2012).
- Tier 2 (2% at 50): Employee pays 9% employee portion (hired between 11/26 – 12/31/2012 or after 1/1/2013 but has an original membership date with CalPERS prior to 1/1/2013 without a break in service greater than 6 months.)
- Tier 3 (2.7% at 57): Employee pays 11.5% employee portion (hired prior after 1/1/2013 and does not qualify as a classic member.) The Employee contribution is subject to CalPERS requirements.

Section 3. Special Assignments Pay; The Chief of Police shall have full authority and discretion to assign members to the below listed assignments. The City agrees to pay an additional five (5%) percent above base pay to non-probationary Police Officers and Senior Officers working in the following capacities:

- School Resource Officer
- Officers assigned to a Multi-Jurisdictional Taskforce.
- Field Training Officer (when trainee is assigned.)
- Detective

Article 8: Field Training Officer

Section 1. The minimum qualifications, which shall be held at the time of an individual making application for an FTO assignment, are:

1. Minimum cumulative three (3) years of service as a sworn police officer in the employ of a California law enforcement agency as a Penal Code 830.1 officer.
2. Shall have successfully completed any Tehachapi Police Department mandated sworn peace officer probationary testing period.
3. All performance evaluation reports issued by Tehachapi Police Department (whether annual, quarterly or otherwise) shall in all measured protocols reflect a minimum “satisfactory” evaluation.

Section 2. Upon being assigned from an eligibility list as an FTO, the officer shall receive a 5% unadjusted base salary increase during each payroll period so assigned.

Article 9: Safety Equipment

Section 1. The CITY shall provide all sworn officers on active duty the following items and shall replace them from time to time as reasonable necessary:

1. Suitable firearm
2. Holster and other leather accessories
3. Ammunition
4. Nightstick
5. Handcuffs
6. Flashlight, batteries and bulb
7. O.C. Spray
8. Bulletproof Vest
9. Black ink pens

Article 10: Uniform Allowance

Section 1. The CITY shall pay a total sum of one thousand dollars (\$1,000.00) per year uniform allowance for each officer in two (2) equal payments. 50% of the total sum (\$500.00) shall be paid on the first full pay period following July 1 and the remaining 50% (\$500.00) of the sum shall be paid on the first full pay period following January 1 for the duration of this MOU.

New officer hired by the department will receive three complete uniforms as required by the agency.

Article 11: Management Rights

Section 1. The rights of the CITY include. But are not limited to, the exclusive right: to determine the mission of its major service areas, departments, commissions, and boards; to set standards of service; to determine procedures and standards of selection for employment and promotion; to direct its employees; to take disciplinary action; to relieve employees from duty because of lack of work or other legitimate reasons; to transfer employees among various department activities and work groups; to maintain efficiency of CITY operations; to determine the methods, means, and personnel by which CITY operations are to be conducted; to determine the contents of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology for performing its work.

The City shall have the right to temporarily suspend the provisions of this Agreement in the event of and for the duration of an emergency as officially declared by the City Council and/or by County, State, or Federal action. In the event of such suspension of the Agreement, when the

emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.

Section 2. Continuing Effect of the City Employee Personnel Manual

The City has promulgated various rules and regulations which affect all City employees, including employees covered by this MOU. The parties acknowledge that the City's Employee Personnel Manual shall remain in effect unless a specific provision of the Manual is explicitly contradicted by the terms of this MOU. The City maintains the ability to make changes to the City Employee Personnel Manual which may affect current bargaining unit members so long as the City provides the Union with (30) days advanced notice and an opportunity to meet and confer prior to implementation of the change, subject to the requirements of the MMBA.

Article 12: Discipline and Grievance Procedure

Section 1. In addition to the provisions of the City's Employee Personnel Manual which provide for disciplinary and grievance procedures, the City acknowledges that employees covered under this MOU are also protected by Sections 3300-3311 of the California Government Code, otherwise known as the Police Officers Bill of Right (POBR). All discipline procedures shall be conducted in compliance with the applicable sections of POBR.

Article 13: Holiday Bank (Contingent on CalPERS review/approval)

a. City employees in the unit receive one-hundred and fifteen (115) holiday hours per calendar year. The holiday schedule for the term of this agreement is as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. The Friday after Thanksgiving in November
10. Christmas Eve
11. Christmas Day
12. New Year's Eve Day

Holidays numbered 1-11 will be credited to employees at ten (10) hours per holiday. New Year's Eve will be credited to the employee at five (5) hours.

b. Employees will accrue holiday hours at the rates outlined, on the day of the holiday, regardless of whether they work the holiday or not. These hours will be added to the employee's holiday bank on the first paycheck immediately following the holiday, or the hours can be used

during the pay period in which they are accrued, with the prior approval of the Police Chief. An employee may utilize banked holiday time at any subsequent time during the year, contingent upon the approval of the Police Chief that such absence will not materially affect the operation of the Department.

c. Holidays hours not taken by December 31 in the calendar year shall be paid to an employee at the employee's hourly pay as of the first full pay period following December 31. Unused holiday time shall not be allowed to accrue or be carried forward from one calendar year to the next calendar year.

d. Employees who work on a holiday, shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employee's regular hourly rate.

Article 15: POST/Education Certificate Incentives

Section 1. All sworn officers upon receiving their intermediate POST certificate will receive an additional 5% above base pay, effective upon the first pay period following presentation of the certificate to the Chief of Police.

All sworn officers, upon receiving their advanced POST certificate, will receive an additional 5% above base pay, effective upon the first pay period following presentation of the certificate to the Chief of Police.

Article 16: Overtime

The City has previously enacted a FLSA 7(k) exemption for a two week work period. Nonetheless, the City agrees to provide overtime compensation beyond the required FLSA exemption as follows:

Section 1. Each employee covered by this agreement who works a regular work schedule of eight (8) hours per day or ten (10) hours per day shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employees regular rate of pay for all time worked in excess of forty (40) hours per week. Each employee covered by this agreement who works a regular work schedule of twelve (12) hours per day shall be entitled to overtime compensation at the premium rate of one and one-half (1-1/2) times the employees regular rate of pay for all time worked in excess of eighty (80) hours per two weeks.

Section 2. Each employee shall have the option of receiving compensatory time off at the premium rate in lieu of cash, subject to a maximum accumulation of eighty (80) hours of compensatory time off. While an employee has accumulated the maximum number of hours of compensatory time off, he/she shall receive all overtime compensation in cash until such time as the employee's compensatory time off bank is no longer at maximum.

Section 3. Special details where the CITY is reimbursed for employees compensation form an outside entity shall be for pay only.

Article 17: Seniority

Section 1. The seniority of an employee is based on the number of calendar months of continuous service in the Tehachapi Police Department. Within rank, the seniority of an employee is based on the number of calendar months of continuous service in the Tehachapi Police Department.

An employee promoted to a higher rank and later demoted back to original rank shall have seniority calculated for all time of continuous service in the higher rank and original rank combined.

Section 2. If an employee voluntarily leaves the CITY'S employ or is dismissed for cause, the employee will lose all seniority credited prior to then. Reemployment will not restore the lost seniority. Instead, if an employee is reemployed, seniority will be based on the reemployment date.

Article 18: Shift Rotation and Selection

The parties agree to a one year pilot program regarding shift selection and rotation. Following a one year pilot program, this Article shall be null and void unless the parties meet and confer and agree to adopt a subsequent shift selection and rotation Article.

Section 1. Subject to manpower needs and to maintain efficiency of the Department, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified.

Section 2. Shift bids shall be established to provide for fair and equal treatment of all personnel. Shift bids shall be conducted twice on or about January 15th and July 15th of each year. Personnel may bid for their shifts and days off based on seniority.

Section 3. Shift durations shall be for only six consecutive months and following the six months all officers shall rotate to a new shift following shift bids unless an agreement is reached between the Department and the Employee to extend the shift.

Section 4. An employee must be notified of a change in a normally scheduled shift seven (7) calendar days before the change is to take place, except in cases of an emergency.

Section 5. Employer agrees to post changes in shifts as soon as is practical.

Article 19: Basic Work Week

Section 1. The official work period for sworn employees begins on Sunday at 12:01 a.m. and ends 7 days later at 12:00 a.m. and is forty (40) hours. Overtime shall be compensated as prescribed by Article 16 of this Memorandum.

Section 2. Employees have two pay periods during the calendar month and are issued paychecks on or about the 15th and last day of the month.

Section 3. There shall be a minimum of eight (8) hours “sleep time” between regularly scheduled shifts and before being subject to reporting to duty. As such, employees covered by this MOU, may only work sixteen (16) continuous hours in a workday. Hours worked may be altered by the Chief of Police in the event of an emergency.

Article 20: Sick Leave/Bereavement Leave

Sick and Bereavement Leaves are provided by the City’s Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and adequate time to meet and confer prior to any proposed change.

The City’s Employee Personnel Manual provides for the following:

- Accrual: All regular full-time FLSA Exempt employees receive up to 96 hours of sick leave annually, at the rate of four (4) hours per pay period.
- Sick leave for family illness: An employee may use up to half of their accrued sick leave in any calendar year for a medical emergency due to illness or accident of a member of the immediate family.
- Bereavement Leave: Employees may, after informing the appointing authority, take up to three (3) days of paid Bereavement Leave, per instance, not chargeable against an employee’s sick leave, to attend a funeral or memorial service of a member of their immediate family.
- Compensation at Retirement: An employee retiring from the City of Tehachapi, and having been accepted by the Public Employees Retirement System (CalPERS) for service or disability retirement benefits, may elect to have all of his/her unused sick leave converted to CalPERS service credit or may elect to be compensated for 50% of his/her unused sick leave at his/her rate of pay on his/her retirement date and the remaining 50% converted to CalPERS service credit

Article 21: Vacation

Vacation Leave is provided by the City’s Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and adequate time to meet and confer prior to any proposed change.

The City’s Employee Personnel Manual provides for the following:

- All sworn police employees shall be entitled to accrue vacation on a pay period basis according to the number of continuous full years of employment based on the following vacation accrual schedule:

Years of Continuous Service	Hours Accrued Per Pay Period
• 0-5	3.34
• 5-10	5.00
• 10+	5.34
• 11+	5.67
• 12+	6.00
• 13+	6.34
• 14+	6.67

- An employee should make arrangements to schedule time off with their supervisor/department head prior to attaining maximum accrual. If the department head determines that an employee has been unable to utilize time off and cannot accommodate the employee's current request for time off, due to the needs of the City, the employee's accrual amounts in excess of the maximum accruals will be cashed out. Employee and department head will be notified by memo from payroll two pay periods prior to accrual cap. Written approval by department head will be required by payroll for cash out.

Article 22: Unpaid Leaves of Absence

Unpaid Leaves of Absences are provided by the City's Employee Personnel Manual. The City shall not change these provisions of the Employee Personnel Manual without providing the Association with advanced written notice and an adequate time to meet and confer prior to any proposed change.

Article 23: Health Benefits and Insurance

Health and Insurance benefits are subject to change yearly for all City employees. As such, the Association acknowledges that it cannot negotiate a separate health and insurance benefit program than what is provided by the City for other City employees. When the City makes changes to the Health and Insurance benefits, it will provide advance written notice to the Association.

During the Calendar year 2015 only, the City has provided the following benefits to covered bargaining unit members:

Section 1. 100% of monthly premiums are paid for employee and dependents for the following medical plans:

- Anthem Blue Cross PPO
- Anthem Blue Cross HMO

Section 2. Dental insurance: The City provides Delta Dental to employees and dependents.

Section 3. Vision insurance: The City provides VSP to employees and dependents.

Section 4. Disability insurance: AFLAC pre-tax supplemental insurance, medical spending account and dependent daycare programs are available after six months of active employment.

Section 5. Life insurance: City provides a policy value at two (2) times the annual salary, capped at \$150,000. Dependent coverage is \$1500.00.

Per City's contract with ACWA – employees can opt out of medical insurance with proof of other coverage – City currently offers 50% of the premium of plan employee qualifies for. Dental and Vision requires 100% participation by City.

Article 24: Bilingual Pay

Section 1. An employee covered in this MOU, who becomes bilingual in Spanish or who is bilingual in Spanish will receive a \$100 dollar per month premium, (paid in two equal payments during the month) upon certification by Chief of Police

Article 25: Probationary Period

Section 1. For sworn personnel, the initial hire probationary period shall be 12 months from the date the employee is sworn as an officer. The probationary period will permit both the supervisor and the employee to become acquainted and to determine the adaptability and the fitness of the employee to the assigned work. The employee will find this period helpful in evaluation of the CITY, his/her duties, his/her work and other satisfaction.

Article 26: Call Back Pay

Consistent with the City Employee Personnel Manual, in the event an employee is required to report to work prior to commencement of the employee's next regularly scheduled work shift, the employee will receive a minimum of one-half of an hour (.5) at one and one-half (1 1/2) times the employees base hourly rate. Call back time will be calculated starting from when the employee leaves his/or her residence.

Article 27: On Call for Court

If an officer is placed "on-call" to stand by for court appearance on his/her off duty hours, and required to remain at his/her residence and /or promptly available by phone, the officer shall receive minimum two (2) hours pay at the officers hourly base rate of pay as " Court On-Call Time". In the event that a morning on-call status continues beyond the court's noon recess, the employee shall be paid an additional two (2) hours at the employee's regular rate of pay. If he/she is called to appear, then in lieu of "On-Call" pay, the officer shall be paid a minimum of 2 hours at the rate of one and one-half (1 1/2) times the officers hourly base rate of pay or all actual time in court at the rate of one and one-half (1 1/2) times the officers hourly base rate, whichever is greater. Compensable travel time for court appearances will equal to the commute time to and from the main Tehachapi Police Department and the Court location.

Article 28: Travel Time For Training

Consistent with the City Employee Personnel Manual, travel time for training is not compensable if all the following four requirements are met:

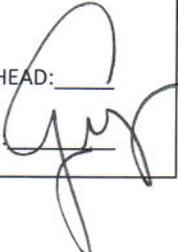
- Attendance is voluntary;
- The training program occurs outside normal working hours;
- The employee does not perform work; and
- The training is not directly related to the employees current job.

This MOU entered into and signed this xx day of Month, 2015

For the Union

For the City of Tehachapi



APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

COUNCIL REPORTS

MEETING DATE: June 1, 2015

AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: May 27, 2015

SUBJECT: RESOLUTION APPROVING THE PERS INDUSTRIAL DISABILITY RETIREMENT OF POLICE OFFICER PALMATEER

BACKGROUND

The City Council agenda calls for an action to be made on the application for a PERS industrial disability retirement of City Police Officer, Michael Palmateer

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 officer, 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 industrial disability retirement of Officer Palmateer.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI CONCERNING THE INDUSTRIAL DISABILITY RETIREMENT OF POLICE OFFICER MICHAEL PALMATEER

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, Michael Palmateer is an employee of the City of Tehachapi serving in the position of Police Officer and a local safety member of PERS;

WHEREAS, an application for industrial disability retirement has been made by, or on behalf of Michael Palmateer;

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

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

1. That the foregoing recitals are true and correct.
2. That Michael Palmateer is competent to represent himself. He is found to be presently and substantially incapacitated in the performance of his usual and customary duties as a Police Officer 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. The primary disabling condition is physical.
3. That it is determined that the disability is the result of injury or disease arising out of and in the course of Michael Palmateer's employment with the City of Tehachapi and therefore, the disability is industrial in nature.
4. It is further found that Michael Palmateer's disability was likely not caused by the actions of a third party. The City of Tehachapi has not filed an accident

report regarding the cause of Mr. Palmateer's disability.

5. Neither the City of Tehachapi nor Michael Palmateer have filed a Petition with the Workers' Compensation Appeals Board for a finding of fact as to the industrial causation of the disability for the purposes of a PERS industrial disability retirement pursuant to Government Code section 21166.

6. That Michael Palmateer's last date on paid status as a Police Officer is August 20, 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 Officer shall be August 21, 2015.

7. That Michael Palmateer shall not receive advanced disability pension payments pursuant to Labor Code sections 4850.3 and 4850.4.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi held on the 1st day of June 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: _____

ABSTAIN: _____

SUSAN WIGGINS, Mayor, City
of Tehachapi, California