

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, July 6, 2015 - 6:00 P.M.**

Persons desiring disability-related accommodations should contact the City Clerk no later than ten days prior to the need for the accommodation. A copy of any writing that is a public record relating to an open session item of this meeting is available at City Hall, 115 South Robinson Street, Tehachapi, California, 93561.

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, July 6, 2015- 6:00 P.M. - PG. 2**

2. Mayor to present a proclamation for Free Community Paper Month 2015

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 46-15
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

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular on June 15, 2015 and special meeting on June 18, 2015 – **APPROVE AND FILE**
- *5. Destruction of Records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY CITY ATTORNEY**
6. The Tehachapi City Council will appoint one member to the City of Tehachapi Planning Commission to fill the vacancy created by Commissioner Wilson’s expiration of term. The newly appointed commissioner's term will expire on June 30, 2019. The City Clerk’s office received applications from three qualified applicants: Sonja Wilson, Michael Williams and Craig Janssen – **APPOINT ONE MEMBER TO THE CITY OF TEHACHAPI PLANNING COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2019**
7. Citizen service recognition – **VERBAL REPORT**

FINANCE DIRECTOR REPORTS

- *8. Disbursements, bills, and claims for June 11, 2015 through July 2, 2015 – **AUTHORIZE PAYMENTS**

PUBLIC WORKS DIRECTOR REPORTS

9. 2014 Annual Water Quality Report – **PRESENTATION**

POLICE CHIEF REPORTS

10. Introduction of an ordinance adding chapter 9.28 to the Tehachapi Municipal Code prohibiting drug houses and chronic nuisance properties – **INTRODUCTION ONLY**

CITY ATTORNEY REPORTS

- *11. The annual conference of the League of California Cities is scheduled for September 30 through October 2 in San Jose. The City Attorney's division of the League will hold two days of conferences involving municipal law matters. The registration fee is \$500 if paid before August 5. The hotel rooms next to the convention center are \$185 a night—**AUTHORIZE PAYMENT OF \$230 TOWARD COST OF REGISTRATION AND LODGING FOR THE CITY ATTORNEY TO ATTEND THE CONFERENCE**

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
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TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING**

Monday, July 6, 2015- 6:00 P.M. - PG. 3

CITY MANAGER REPORTS

12. Salary plan amendment – **ADOPT A RESOLUTION ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO 37-15**
- *13. Non-commercial hangar ground lease agreement – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KENNETH AND DELLA HETGE FOR HANGAR 33W AND AUTHORIZE THE MAYOR TO SIGN**
- *14. Non-commercial hangar ground lease agreement – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND JAMES C. WALTER FOR HANGAR 55W AND AUTHORIZE THE MAYOR TO SIGN**
- *15. Non-commercial hangar rental agreement – **APPROVE THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GREG COOPER FOR HANGAR 20E AND AUTHORIZE THE MAYOR TO SIGN**
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 June 18, 2015

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, June 15, 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, Councilmembers Grimes, Smith and Wahlstrom</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Ron Barker, Pastor First Baptist Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Phil Smith</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. Glen Price and Kelli Brown, City Residents, commented on their home at 202 Bartlett Street. b. David Butler, City Resident, applauded the city for their efforts on the Antelope Run Trail. 	<p style="text-align: center; margin-top: 200px;">Approved Consent Agenda Gr/Ni All Ayes</p>
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ACTION TAKEN

- c. Matt Young, District Manager TVRPD, gave report on current projects by TVRPD.
- d. Kim Cummings, City Resident, commented on uneven asphalt at railroad crossings.
- e. Adrian Dill, Miss Tehachapi, offered to volunteer at City events.

CITY CLERK REPORTS

- *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 - **APPROVED AND FILED.**
- *4. Special Event Application for Tehachapi Valley Recreation & Park District's 4th of July Children's Parade on July 4, 2015 – **APPROVED THE 4th OF JULY CHILDREN'S PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY CITY ATTORNEY**
- *5. Special Event Application and associated agreement for RV Peddler RV Show in Capital Hills – **APPROVED THE RV PEDDLER SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY THE CITY ATTORNEY AND AUTHORIZED THE MAYOR TO SIGN THE ASSOCIATED AGREEMENT**

All Ord. Read By Title Only

Approved & Filed
Gr/Ni All Ayes

Approved The 4th Of July Children's Parade Special Event Application And Associated Street Closures Subject To Approval Of Insurance By City Attorney
Gr/Ni All Ayes

Approved The RV Peddler Special Event Application And Associated Street Closures Subject To Approval Of Insurance By The City Attorney And Authorize The Mayor To Sign The Associated Agreement
Gr/Ni All Ayes

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills and claims for May 28, 2015 through June 3, 2015 – **AUTHORIZED PAYMENTS**

Authorized Payments
Gr/Ni All Ayes

COMMUNITY DEVELOPMENT DIRECTOR REPORTS

- 7. Annexation No. 84 and associated pre-zone request – **COMMUNITY DEVELOPMENT DIRECTOR DAVE JAMES GAVE REPORT; APPROVED ANNEXATION NO. 84 AS RECOMMENDED BY STAFF TO ANNEX (2) CONTIGUOUS PARCELS UNDER SEPARATE OWNERSHIP TOTALING 4.2 ACRES.**

Approved Annexation No. 84 As Recommended By Staff To Annex (2) Contiguous Parcels Under Separate Ownership Totaling 4.2 Acres.
Gr/Sm All Ayes

CITY MANAGER REPORTS

- 8. Part-time, Temporary, Provisional and Seasonal Paid Sick Leave Policy – **CITY MANAGER GREG GARRETT GAVE REPORT; ADOPTED RESOLUTION 40-15 REVISING THE PAID SICK LEAVE POLICY PURSUANT TO AB 1522 FOR PART-TIME EMPLOYEES BY REVISING SECTION 4D, TO EMPLOYEE PERSONNEL MANUAL**

Adopted Resolution 40-15 Revising The Paid Sick Leave Policy Pursuant To Ab 1522 For Part-Time Employees By Revising Section 4d, To Employee Personnel Manual
Ni/Sm Motion Carried
Abstain Wa

ACTION TAKEN

9. **PUBLIC HEARING** - An action to order the levy of assessments within the Landscaping and Lighting District No. 1 for fiscal year 2015/2016 – **OPENED HEARING AT 6:29 PM; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; CITY MANAGER GREG GARRETT GAVE STAFF REPORT; RECEIVED NO COMMENTS; CLOSED HEARING AT 6:35; ADOPTED RESOLUTION 41-15 APPROVING THE ANNUAL ENGINEER’S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT NO 1 FOR FISCAL YEAR 2015/2016**

Adopted Resolution 41-15 Approving The Annual Engineer’s Report And Ordering The Levy And Collection Of Assessments Within The Landscaping And Lighting Assessment District No 1 For Fiscal Year 2015/2016
 Gr/Sm Ayes All

10. **PUBLIC HEARING** - An action to order the levy of assessments within the Landscaping and Lighting District No. 2014-1 for fiscal year 2015/2016 – **OPENED HEARING 6:29 PM; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; CITY MANAGER GREG GARRETT GAVE STAFF REPORT; RECEIVED NO PUBLIC COMMENTS; CLOSED HEARING AT 6:35; ADOPTED RESOLUTION 42-15 APPROVING THE ANNUAL ENGINEER’S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DRAINAGE BENEFIT ASSESSMENT DISTRICT NO 1 FOR FISCAL YEAR 2015/2016, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

Adopted Resolution 42-15 Approving The Annual Engineer’s Report And Ordering The Levy And Collection Of Assessments Within The Drainage Benefit Assessment District No 1 For Fiscal Year 2015/2016, Pursuant To The Provisions Of The Benefit Assessment Act Of 1982
 Gr/Sm Ayes All

11. **PUBLIC HEARING** - An action to order the levy of assessments within the Drainage Benefit Assessment District No. 1 for fiscal year 2015/2016- **OPENED HEARING AT 6:29 PM; NOTICE OF PUBLIC HEARING AND CORRESPONDENCE; CITY MANAGER GREG GARRETT GAVE STAFF REPORT; RECEIVED NO PUBLIC COMMENTS; CLOSED HEARING AT 6:35 PM; ADOPTED RESOLUTION 43-15 APPROVING THE ANNUAL ENGINEER’S REPORT AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE DRAINAGE BENEFIT ASSESSMENT DISTRICT NO 2014-1 FOR FISCAL YEAR 2015/2016, PURSUANT TO THE PROVISIONS OF THE BENEFIT ASSESSMENT ACT OF 1982**

Adopted Resolution 43-15 Approving The Annual Engineer’s Report And Ordering The Levy And Collection Of Assessments Within The Drainage Benefit Assessment District No 2014-1 For Fiscal Year 2015/2016, Pursuant To The Provisions Of The Benefit Assessment Act Of 1982
 Gr/Sm Ayes All

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Grimes recommended to council to draft a letter in opposition of AB 718 (CHU). Received comments from City residents David Butler, Matt Young and Barbara Reynolds.
2. Councilmember Grimes announced the Medical Marijuana industry will be regulated by Alcohol Beverage Control.
3. Mayor Wiggins praised Main Street’s efforts on the Farmer’s Market.

CLOSED SESSION

1. Conference with legal counsel regarding Air Pollution Control District grant application per Government Code Section 54956.9(d)(2),(e)(2).

Authorized The Formation Of A Committee To Be Appointed By The Mayor To Make Decisions For And To Act On Behalf Of The City Council Relating To The City’s

ACTION TAKEN

Grant Application To The East Kern Air Pollution Control District, And The Investigation Of The Application Being Conducted By The Kern County District Attorney's Office. The Mayor Then Appointed Herself And Mayor Pro Tem To The Committee.
Gr/Sm Ayes All

ADJOURNMENT

The City Council/Boards adjourned at 7 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, July 6, 2015, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this 6th day
Of July, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi

MINUTES

**TEHACHAPI CITY COUNCIL SPECIAL MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY SPECIAL MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY SPECIAL MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION SPECIAL MEETING
THURSDAY JUNE 18, 2015 – 4:00 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

CALL TO ORDER

Meeting called to order by Mayor Pro Tem Nixon at 4:00 p.m.

ROLL CALL

Roll call by City Clerk Tori Marsh

Present: Mayor Pro-Tem Nixon, Councilmembers Grimes and Wahlstrom

Absent: Mayor Wiggins, Councilmember Smith

PLEDGE TO THE FLAG

Led by Councilmember Grimes

CLOSED SESSION

1. Conference with legal counsel regarding potential litigation with the Kern County Superintendent of Schools pursuant to Government Code Section 54956.9(d)(2)
2. Conference with real property negotiator (City Manager) regarding price and terms of payment for hanger #55W at the Tehachapi Airport.

Directed Staff Not To Exercise
The City's First Right Of Refusal
Gr/Wa Motion Carried
Ab: Wi & Sm

ADJOURNMENT

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

ACTION TAKEN

TORI MARSH
City Clerk, City of Tehachapi

Approved this 6th day
Of July, 2015.

KIM NIXON
Mayor Pro Tem, City of Tehachapi



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

COUNCIL REPORTS

MEETING DATE: JULY 6, 2015

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 2, 2015

SUBJECT: DESTRUCTION OF RECORDS

BACKGROUND

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

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

RECOMMENDATION

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

RESOLUTION NO.

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of July 2015.

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

SUSAN WIGGINS, Mayor
of the City of Tehachapi, California

ATTEST:

TORI MARSH
City Clerk of the City of Tehachapi, California

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

TORI MARSH
City Clerk of the City of Tehachapi, California

Exhibit "A"

Content Description		Retention	Code
Finance Correspondence/Audit working docs 1991-2011	CU+2		GC34090
Fixed Asset/Depreciation reports 1990-2004, 2008	AU+4		GC34090 26 CFR301 65-1F
Monthly finance reports Feb-June 1997, July-Dec 2000 (voucher)	AU+4		GC34090 CCP337
Monthly finance reports July 1996-Jan 1997 Jan-June 2001	CU+2		GC34090
Computer back-up hard disks 1997-2002 P/R A/P	CU+2		GC34090 GC34090.7
CA Air Resources Bd ZEV Grant 2001	CL+5		GC34090
FTA Grants 1997-2009	CL+5		GC34090
FTA Grant certifications/assurances 2005-2007	CL+5		GC34090
Copies of Kern Regional Transit's FTA Drug & Alcohol Testing results 2001-2006	CL+5		GC34090
Copies of Kern Regional Transit's safety reports 2004	CL+5		GC34090
FTA 2003-2004 Bus Shelter Grant	CL+5		GC34090
FTA 1993-1994 20 Passenger Bus Grant	CL+5		GC34090
FEMA Grants 1995,1996, 1998	CL+5		GC34090
Proposed Golden Hill Annex Project 2003	CL+2		GC34090d
Mill Street repaving/water svcs maintenance 2000	CU+2		GC34090 GC34090
	CU+2		
Financing documents fixed assets paid off prior 2006	AU+4		GC34090
Finance correspondence/working docs 2000-02	CU+2		GC34090
TDA Grant Tehachapi Blvd 2 completed 3/2009	CL+5		GC34090
TDA Grant Snyder/D St completed 6/2009	CL+5		GC34090
TDA Grant Dntwn St Improvmts compl 2007	CL+5		GC34090
TEA-21 Grant Streetscape compl 2007	CL+5		GC34090
FTA 1998 Tehachapi Blvd Repaving Grant	CL+5		GC34090
Law Enforcement Hi-Tech Grant CLEEP 2001-04	CL+5		GC34090
T & T Tank Project working docs 2009	CU+2		GC34090
Well repair/imprvmnt working docs 2005-07	CU+2		GC34090
Tucker realign working docs 2001	CU+2		GC34090
Tank demolition working docs 2007	CU+2		GC34090
COP Scada project working docs 2006	CU+2		GC34090
Misc Finance working docs/corresp 2000-2006	CU+2		GC34090
Bus Parking A/P 2005-2009	AU+4		GC34090

FAA ECHO payments A/R 2004-2008	AU+4	GC34090
FAA Grant Airport Master Plan compl 2004	CL+5	GC34090
TDA Article 8 grant claims 1998-2009	CL+5	GC34090
TDA Articles 4 & 6.5 grant claims 2000-2008	CL+5	GC34090
TDA Article 3 Ped/Bicycle Grant compl 2001	CL+5	GC34090
RSTP Snyder/Tehachapi Blvd Grant compl 2000	CL+5	GC34090
Dept of Forestry Tree Plntg Grant compl 2003	CL+5	GC34090
Sewer Trunk Main working docs 2005	CU+2	GC34090
Cherry Lane Improvmnt working docs 2001-02	CU+2	GC34090
Pannon flood reimb working docs 2004-05	CU+2	GC34090
TEA-21 Grant UPRR original bldg 1999-2007 (not any insurance related files only grant files)	CL+5	GC34090
Global Mural Conference & City of Pasadena Patron's Day Conference materials 2000	CU+2	GC34090
Planning correspondence/working docs 2003	CU+2	GC34090
Drainage Mojave/Davis working docs 2003	CU+2	GC34090
FTA Grant 1997 UMTA Section 18	CL+5	GC34090
FTA Grant 1995-1996 20 passenger bus purchase working docs (title transferred to county prior to 1999)	CL+5	GC34090
	AU+5	GC34090 CCP337
St of CA Dept of Water Resources Antelope Run Culvert Grant 2002-2006	CL+5	GC34090
FAA Grant Airport Runway compl 2000	CL+5	GC34090
Tucker Rd Wtr Main Ext working docs compl 2003	CU+2	GC34090
Valley/Mtn View project working docs 1995	CU+2	GC34090
Traffic Signal project working docs 1995	CU+2	GC34090
Valley Blvd Extension project working docs 2004	CU+2	GC34090
FAA Airport Drainage working docs 2000-2001	CU+2	GC34090
CAAP Airport Runway Seal Coat working docs 2002	CU+2	GC34090
Bus Parking A/P 2000-2004	AU+4	GC34090
FAA Airport Runway Widening Grant compl 2003	CL+5	GC34090
CDGB Airport Drainage Study Grant compl 2001	CL+5	GC34090
CDGB H St Improvements Grant compl 2003	CL+5	GC34090
CDGB Dennsion Reconstruction Grant compl 2003	CL+5	GC34090
Planning Dept working documents/correspondence 1967-1993	CU+2	GC34090d
Planning fee schedules, requirements, blank applications 1972-1990	CU+2	GC34090d
Unsuccessful Proposals 1990-1991	CL+2	GC34090d
Street name inventory report 1990	CL+2	GC34090
Report -various outside agencies 1992-1998	CU+2	GC34090
Finance Correspondence 2011-2012	CU+2	GC34090

Job Descriptions 1997	S+2	GC34090
RDA working docs 1999-2000	CU+2	GC34090d
Copies of FTA Drug & Alcohol reports/policies and testing results 2005-2006	CL+5	GC34090
Video tape proposed project 2000	CL+2	GC34090d
CD Calpers annual report 2010	CU+2	GC34090
Planning working docs/copies of maps 1975-1998	CU+2	GC34090d
Training materials 2007	CU+7	GC62750
Closed Business Licenses FY 2010/2011	T+4	GC34090 CCP337
Closed Business Licenses FY 2010/2011	T+4	GC34090 CCP337
FTA & TDA Grants 1996-2007	CL+5	GC34090
A/R FY 2004/2005 - 2009/2010	AU+4	GC34090
Bank statements FY 2006/07 - 2008/09	AU+5	GC34090
ICMA benefit activity reports 2000-2009	CU+2	GC34090
Finance correspondence/working docs 1998-2011	CU+2	GC34090
I-9's terminated employees 2011-2013		Fed Immigration Reform/ Control Act 1986 L 99-603
Personnel Manuals 1994, 1999,2002	S+2	GC34090
Direct Deposit Authorizations terminated employees 8/2003-4/2010	T+5	29CFR16273 CCR 1174 29CFR 1607.4
Appraisal 220 C St 2012	CL+2	GC34090 GC6254
Accident/Incident Reports 3/2006-3/2008	CL+7	29CFR 1904.2 29CFR 1904.6
Federal & State Tax 2007-2009	AU+4	GC34090 29USC436

2012	Recruitment Interviews	CL+3	GC 12946; GC6250 dtseq; 29 CFR 1602 et seq 29 CFR 1607; 29CFR 1627.3
2003	Cable Franchise Agreement	T+5	CCP 337.2; 343; B&P7042.5
1994	Blue Cross of California Agreement	T+5	CCP 337.2; 343; B&P7042.5
1996	Blue Cross of California Agreement	T+5	CCP 337.2; 343; B&P7042.5

2008	A-1 Air and Heating for the Train Depot Agreement	T+5	CCP 337.2; 343; B&P7042.5
2004	Aflax/Flex One Plan correspondence, brochures	CU+2	GC34090
2007-10	Liability Insurance / Boyle Engineering Corp	CU+2	GC34090 GC 12946; GC6250 dtseq; 29 CFR 1602 et seq 29 CFR 1607; 29CFR 1627.3
1970-76	Agreements, Contracts, Leases	T+5	CCP 337.2; 343;
2007	Police Department Re-Roof Agreement	T+5	B&P7042.5
1998	Pavement Management Survery	CL+2	GC34090
2000	Bank of the Sierra correspondence	CU+2	GC34090
1995-2005	Time Warner Cable Correspondence	CU+2	GC34090
1976-1978	U.S. Department of Treasury Antirecession Funds, correspondence	CU+2	GC34090
1982-1987	U.S. Revenue Sharing correspondence. Brouchures	CU+2	GC34090
1972-1975	U.S. Revenue Sharing correspondence. Brouchures	CU+2	GC34090
1978-1983	Proposed Watershed Flood Control Project	T+5	CCP 337.2; 343; B&P7042.5
1983-1988	Proposed Watershed Control Project Correspondence	CU+2	GC34090
1975	U.S. HUD City Flood Hazard Area & Fed	CU+2	GC34090
2004	U.S. Energy Services Inc. Agreement	T+5	CCP 337.2; 343; B&P7042.5
1999	Jack Davenport Agreement (street sweeping)	T+5	CCP 337.2; 343; B&P7042.5
1997	Internet Acceptable Use Policy	S+5	GC34090(d)
2005	HDL Coren & Cone Agreement	T+5	CCP 337.2; 343; B&P7042.5
1997-2008	HDL Correspondence/insurance certificates	CU+2	GC34090
2001 & 2004	License Agreement Steve Hall (agriculture)	T+5	CCP 337.2; 343; B&P7042.5
1997	Draft Agreements for Economic Development Council and correspondence	CU+2	GC34090
2004	Friends of Ready Community Emergency Response correspondence	CU+2	GC34090
1983	Federal Unemployment Insurance Litigation to declar Unconstitutional Nimlo Trust Fund/agreements	T+5	CCP 337.2; 343; B&P7042.5
2006	Equifax Application	S+5	GC34090(d)
1998	Enron Agreement (runway overrun)	T+5	CCP 337.2; 343; B&P7042.5

2007	Emergency Management Consultants, Inc Agreement	T+5	CCP 337.2; 343; B&P7042.5
2003	Vacation of Easment Walgreens/Rt 202	T+5	CCP 337.2; 343; B&P7042.5
2005	DMV Agency Requestor Account	CL +2	GC34090
2006	Dirt Worx Inc. Agreement	T+5	CCP 337.2; 343; B&P7042.5
2009-2010	Declaration of Agenda Postings	CU+2	GC34090
2005	Misc. correspondence	CU+2	
2002	Cummings Agreement Airport Park Restroom (never built)	T+5	CCP 337.2; 343; B&P7042.5
1997	Country Cable Franchise Agreement/correspondence	T+5	CCP 337.2; 343; B&P7042.5
1997	City Council Impromptu Travel Policy	S+5	GC34090(d)
1999	Capital Improvement Plan (correspondence)	CU+2	GC34090
2011	Public Records Requests	CL +2	GC34090
2012	Public Records Requests	CL +2	GC34090
1995	Time Warner Cable Correspondence	CU+2	GC34090
1995	Time Warner Cable Franchise Agreement	T+5	CCP 337.2; 343; B&P7042.5
2006-2008	Kern Security Systems Agreement	T+5	CCP 337.2; 343; B&P7042.5
2002	TUSD Indemnification Agreement	T+5	CCP 337.2; 343; B&P7042.5
2000	TUSD & TCP Agreement	T+5	CCP 337.2; 343; B&P7042.5
1990-1994	TUSD Correspondence	CU+2	GC34090
1970-1989	TUSD Office Memorandums / Resolutions	CU+2	GC34090
1947-1969	TUSD Correspondence, Agreements, Grant Deed	T+5	CCP 337.2; 343; B&P7042.5
2003	Agreement - Jones Hall Law Office	T+5	CCP 337.2; 343; B&P7042.5
2006-2011	Old Insurance Certificates	T+5	CCP 337.2; 343; B&P7042.5
2004	Jarvis & Fay Legal Services	T+5	CCP 337.2; 343; B&P7042.5
2003-2004	Agreement - Hot Dog Festival	T+5	CCP 337.2; 343; B&P7042.5
2003	Franchise Bond / Time Warner Cable	T+5	CCP 337.2; 343; B&P7042.5
2003	T Marketing & Event Planning Agreement	T+5	CCP 337.2; 343; B&P7042.5
1998	TRS Consultants Agreement	T+5	CCP 337.2; 343; B&P7042.5



APPROVED

DEPARTMENT HEAD: AW

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JULY 6, 2015

AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 1, 2015

SUBJECT: PLANNING COMMISSION APPOINTMENT

BACKGROUND

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

The Planning Commission develops and maintains the general plan; develops such specific plans; periodically reviews the capital improvement program of the City; recommends to the City Council plans for the regulation of the future growth, development and beautification of the City in respect to its public and private buildings, streets, parks, grounds and vacant lots; recommends to the City Council plans, consistent with the future growth and development of the City, in order to secure sanitation and proper service of all public utilities, shipping and transportation facilities; and recommends to the City Council, for approval or disapproval, tentative maps or proposed subdivisions of land.

Applications were received from Sonja Wilson, Michael Williams and Craig Janssen.

RECOMMENDATION

APPOINT ONE MEMBER TO THE TEHACHAPI PLANNING COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2019

(661) 822-2200
Fax: (661) 822-8559

RECEIVED
MAY 27 2015
CITY OF TEHACHAPI



115 South Robinson Street
Tehachapi, CA 93561-1722
www.tehachapicityhall.com

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY
City Resident: Yes No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: **City Clerk's Office
115 South Robinson Street
Tehachapi, CA 93561**

Name Sonja I Wilson
Address 1390 Tanglewood Dr
City Tehachapi State CA Zip Code 93561
Phone Number 8237884 Fax Number _____
Email swilson29@bak.rr.com

Position(s) Sought: (List in order of preference)

1. Planning Commissioner
2. _____
3. _____
4. _____

Occupation Retired
Business Name _____
Address _____
City _____ State _____ Zip Code _____
Phone Number _____ Fax Number _____

Education - List schools attended and/or graduated, as well as degree(s):

Fresno City College/Associate Degree
California State University, Fresno/Bachalors Degree, and Masters Degree in Regional and City Planning

Other special training or experience:

Various planning, environmental and management positions and classes over 27 years as a government planner or contractor. Member of American Planning Association and American Institute of Certified Planners since 1992.

Previous and present governmental and civic experience. Indicate when, position, and duties:

President American Association of University Women, Tehachapi Mountain Branch - 2013-2015.
Secretary, Tehachapi Mountain Democratic Club 2013-2015.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

I have recently been elected Chairman of the Planning Commission by the current Commissioners and have been a member of the Tehachapi Planning Commission for ten years. I would like to continue this service to the community.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field

Donna J. Wilson

Date/Time Field May 27, 2015

3:11 pm

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act

RECEIVED
JUL 02 2015
CITY OF TEHACHAPI



APPLICATION FOR APPOINTMENT

OFFICE USE ONLY

City Resident: Yes
 No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: City Clerk's Office
115 South Robinson Street
Tehachapi, CA 93561

Name Michael J. Williams

Address 1007 Laura Lane

City Tehachapi State CA Zip Code 93561

Phone Number 7575133393 Fax Number _____

Email mick@alum.mit.edu

Position(s) Sought: (List in order of preference)

1. Planning Commission
2. _____
3. _____
4. _____

Occupation First Officer

Business Name Delta Airlines

Address 1030 Delta Blvd

City Atlanta State GA Zip Code 30354

Phone Number 4047152600 Fax Number _____

Education - List schools attended and/or graduated, as well as degree(s):

Massachusetts Institute of Technology - Bachelor of Science in Civil Engineering
 Naval Post Graduate School - Master of Systems Analysis - with Distinction
 Naval Test Pilot School - Graduate

Other special training or experience:

Audited "Introduction to City Planning and Development" during Fall 1993 semester, a graduate level course at M.I.T.'s Urban Planning Department.
Served as voting member on Edwards Air Force Base Space Utilization Task Force (2013-2014). Represented USAF Test Pilot School in evaluation of Edwards AFB Civil Engineering projects (buildings, utilities, road/parking lot changes, etc.). Team provided final recommendation of approval/disapproval for major base projects.

Previous and present governmental and civic experience. Indicate when, position, and duties:

Naval Officer (Commander, retired) - 1994 to 2014. Served as F/A-18 operational pilot (225 combat hours in 4 theaters), Naval Test Pilot, and USAF Test Pilot School Instructor. Leadership positions included Operations Officer (manage quarterly fuel and operating budget totaling \$1.2M), F/A-18 Maintenance Officer (lead 180 personnel in 13 separate work centers), Director of Technical Support (lead team responsible for all TPS aircraft instrumentation, modification, and telemetry requirements).
Requirements Officer (2008-2010) - Responsible for review and development of requirements, providing strategic vision and direction for entire Naval inventory of F/A-18 aircraft and related weapons systems and manpower alignment, including \$2.4Billion F/A-18 E/F multi year buy, and managed prioritization of \$200Million/Year budget in aviation software and logistics improvements.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

I have been interested in Urban planning and development since my days as an undergraduate at M.I.T. Intelligent and well thought out city planning can have positive economic, social, and public health impacts. Tehachapi is already a great place to live, but has potential to be an even stronger community with a planning team that provides a strong strategic vision and an ability to execute that vision. My background provides me a unique set of skills that I believe would serve well on the planning commission. My Civil Engineering background from M.I.T. gives me a strong theoretical foundation to draw from. I bring leadership, organization, and an ability to execute the mission from over 20 years as an officer in the military. My military career also allowed me to live in 14 different cities/towns, and both my time in the military and as an airline pilot have given me exposure to communities (good and bad) through out the world.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

[Empty box for explaining conflicts of interest]

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field 

Date/Time Field 2 Nov 15

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act

MICHAEL J. WILLIAMS

mick@alum.mit.edu

1007 Laura Lane
Tehachapi, CA 93561
757-513-3393 mobile

OBJECTIVE

Planning Commission

QUALIFICATIONS

- Test Pilot – 34 different aircraft type flown
- C-12 and F-16 Instructor Test Pilot
- Graduate Naval Test Pilot School
- Airline Transport Pilot
- Commercial Flight Instructor
- BS in Civil Engineering
- Master of Systems Analysis (MSA)
- Commander, U.S. Navy

PILOT CREDENTIALS

2750 Total Hours – 1783 Total Sorties

2630 Pilot-In-Command	1515 F/A-18A-D
2050 Turbojet PIC	521 C-12C
2320 Multiengine PIC	153 F/A-18E/F
440 Instruments	135 F-16C/D
435 Night	
225 Combat Hours	

AVIATION EXPERIENCE

Director Technical Support/Test Pilot Instructor

USAF Test Pilot School | Edwards AFB, CA | 2010 to 2014
Teach aircraft performance, flying qualities, systems and test conduct to prospective test pilots. Director of Technical Support.

F/A-18 Operational Pilot

VFA-83 | NAS Oceana, VA | 2005 to 2008
VFA-87 | NAS Oceana, VA | 1998 to 2000
Combat Division Lead, Combat missions led over Afghanistan, Iraq, Somalia, Kosovo and Serbia. Navy Commendation w/ Combat "V", Six Air Medals, Combat Division Instructor Pilot, NATOPS and Instrument Check Pilot, Six Top Ten Awards.

F/A-18 Developmental Test Pilot

VX-31 | China Lake, CA | 2002 to 2003
Developmental test of multiple aircraft and weapons systems.
F/A 18 17C/18E project Officer. Supervised an aggressive test plan, overseeing the completion of 120 flights, and 178.2 flight hours.

F/A-18 Requirements Officer

Commander Naval Air Forces | Norfolk, VA | 2008 to 2010
Meritorious Service Medal

OTHER EXPERIENCE

BS in Civil Engineering

Massachusetts Institute of Technology | Cambridge, MA
4.4 GPA - 1994

EDUCATION

Master of Systems Analysis – With Distinction

Naval Post Graduate School | Monterey, CA
3.9 GPA – 2010

Graduate Naval Test Pilot School

USN TPS | Patuxent River, MD | 2001

RECEIVED
JUN 08 2015
CITY OF TEHACHAPI

APPLICATION FOR APPOINTMENT

OFFICE USE ONLY
City Resident: Yes No

APPLICANTS ARE ENCOURAGED TO CONTACT EACH COUNCIL MEMBER TO COMMUNICATE THEIR INTEREST FOR APPOINTMENT.

Submit Application To: **City Clerk's Office**
115 South Robinson Street
Tehachapi, CA 93561

Name Craig M. Janssen
Address 909 Valerie Ln.
City Tehachapi State CA Zip Code 93561
Phone Number (661) 599-4953 Fax Number (661) 823-4905
Email Sydeowt@bak.rr.com

Position(s) Sought: (List in order of preference)

- Commissioner for the Planning Commission
-
-
-

Occupation Business Owner
Business Name Tehachapi Fitness, Encore Music Services, Excell Aviation
Address 20936 Sage Ln, 113 S. Green Street
City Tehachapi State CA Zip Code 93561
Phone Number (661) 599-4953 Fax Number (661) 823-4905

Education - List schools attended and/or graduated, as well as degree(s):

CSU Bakersfield - B.S. Business Administration - Management

Other special training or experience:

Served in US Navy. Worked as office/Purchasing Manager, Assistant Project Engineer for multiple construction companies.

Previous and present governmental and civic experience. Indicate when, position, and duties:

Member of GTEDC Board, Member of Tehachapi Parks Foundation Board.

Please explain why you wish to serve on a Board/Commission for the City of Tehachapi:

I feel my experience, expertise, and no-nonsense attitude will bring a positive impact to this Commission. I can see big picture, yet focus on necessary details in order to make well informed decisions in the best interests for the community.

Do you have any interests or associations that might present a conflict of interest? Yes If yes, please explain below. No

[Empty box for explaining conflicts of interest]

Please attach your resume and any additional information or statements that you feel would be helpful in reviewing your qualifications

AUTHORIZATION AND RELEASE

I understand that in connection with this application for appointment, the information contained herein will be made available to the general public upon request.

Signature Field

Craig Sausan

Date/Time Field

June 5, 2015

NOTE: This document is a public record and may be disclosed/released pursuant to the California Public Records Act

Craig Janssen
909 Valerie Lane
Tehachapi, CA 93561
(661) 599-4953

PROFESSIONAL EXPERIENCE

Janssen Fitness Centers, Inc.

Tehachapi, CA

President, Chief Executive Officer

March 2010 – Present

- Responsible for all operations of all clubs
- Responsible for new project costing, building, and financing of completed projects
- Responsible for business development, marketing, and long term strategic growth
- Negotiate and enter into contracts on behalf of Janssen Fitness Centers, Inc.
- Represents fitness centers in dealing with outside agencies and general public
- Participates actively in community service and public relations

Encore Music Services

Kern County, CA

Owner-operator

July 2002 – Present

- Opening piano retail and music instruction in Tehachapi July 2015
- Independent piano tuner and technician
- Specialized in piano moving, tuning, repair, maintenance, and restorations
- Assisted several piano stores with tuning, setup, and delivery of merchandise

EDUCATION

California State University Bakersfield

Bakersfield, CA

Business Administration

June 2011

- Area of concentration – Small Business Management
- President of CSU Bakersfield Students in Free Enterprise (SIFE) team in 2004. Presented at regional competition and was awarded trip to observe national competition in Kansas City through SIFE.

United States Navy

Honolulu, HI

Signalman / Search and Rescue Swimmer

March 1994 – March 1997

- Served as visual communications expert for squadron serving in the Persian Gulf
- Served as ship Search and Rescue (SAR) swimmer
- Played on the All-Navy and All-Armed Forces volleyball teams

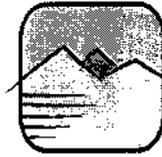
ADDITIONAL SKILLS

- Skilled in Microsoft Office (Word, Outlook, Excel, PowerPoint, Access)
- Quickbooks power user with 5+ years of experience
- Extremely fast typist (WPM: 88)
- Very proficient with general IT, networking, and troubleshooting
- Very proficient in construction planning and development

Accounts Payable

Checks by Date - Detail By Vendor Number

User: HThomas
 Printed: 7/2/2015 - 8:13 AM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	52958214	PW/#2-Industrial Acetylene/#4-Ind high press>1	138.89
		Check Total:	138.89
		Vendor Total:	138.89
0027	Atco International		
Check No:	0	Check Date:	
	I0434472	GG/Aroma Pack-A (F)/auto meter dispenser	208.88
	I0434472 UT	Use Tax	-14.58
		Check Total:	194.30
		Vendor Total:	194.30
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B204003-1	Wtr/Samples/Minton Well/Highline Resv	50.00
	B204003-2	Wtr/Samples/East I St/West D St/Canyon Dr	36.00
	B204224-1	Wtr/Samples/Curry Resv 1 & 2/Curry Well	75.00
	B204224-2	Wtr/Samples/Mullberry/Fig/Hickory	36.00
	B204937-1	Wtr/Samples/Mojave Well/Pinon Well	50.00
	B204937-2	Wtr/Samples/Oakwood/Brentwood/Tanglewood	36.00
	B205029	Wtr/Samples/Dennison & Mojave Wells	30.00
	B205031	Wtr/Samples/Curry Resv	15.00
	B205039	Swr/Samples/Influent/Effluent	325.00
	B205269	Wtr/Samples/Curry Resv	15.00
	B205275	Wtr/Samples/Dennison & Mojave Wells	30.00
	B205281	Swr/Samples/Influent/Effluent	325.00
	B205752	Wtr/Samples/Curry Resv	15.00
	B205753	Wtr/Samples/Dennison & Mojave Wells	30.00
	B205827	Wtr/Samples/Curry Resv	15.00
	B205828	Wtr/Samples/Dennison & Mojave Wells	30.00
	B205934	Swr/Samples/Influent/Effluent	325.00
	B206075-1	Wtr/Samples/Dennison & Wahlstrom Wells	50.00
	B206075-2	Wtr/Samples/Hayes/Fairoak/Alder	36.00
		Check Total:	1,524.00
		Vendor Total:	1,524.00
0061	BSK Associates		
Check No:	0	Check Date:	
	0073643	Swr/Recycled Water Pump Station/compaction-l	257.00
	0073712	Encroachment Permit #15-23/constr testing 5/1-4	610.00
	0073714	Eng/Tehachapi Challenger Dr Ext/Constr testing	870.00
	A512980	Swr/Freshwater Analysis	182.00
	A513503	Swr/Effluent Analysis June 2015	150.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	2,069.00
		Vendor Total:	2,069.00
0127	State of California Department of Justice		
Check No:	0	Check Date:	
	099078	PD/Fingerprint Apps/Child Abuse Index/Peace C	162.00
		Check Total:	162.00
		Vendor Total:	162.00
0182	P&J Electric Inc.		
Check No:	0	Check Date:	
	4974	Wtr/Svc Call-Trouble shoot/reset override switch	250.00
	4975	Wtr/Svc Call-reset override SCE peak hr switch-	250.00
	4976-1	Wtr/Service Call-replaced fuses-DennisonWell	250.00
	4976-2	Wtr/Parts/#4 200A fuses-DennisonWell	616.92
	4980-1	Swr/Labor/replaced ballast & wallpack-elec roor	477.36
	4980-2	Swr/Parts/T8 comm ballast/7uw HPS wallpack-e	137.50
	4984-1	Wtr/Service Call-Install pressure switch-Curry V	250.00
	4984-2	Wtr/Parts/Install pressure switch-Curry Well	496.95
	G14011-E-3	CH Anx/Electrical Prog Pay Est #3	6,090.63
		Check Total:	8,819.36
		Vendor Total:	8,819.36
0193	Hach Company		
Check No:	0	Check Date:	
	9404168	Wtr/DPD free chlorine RGT 10ml 1000pk	202.69
		Check Total:	202.69
		Vendor Total:	202.69
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	5405	Parking Activity for 05/15	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0248	Klein's Fire Protection & Extinguisher		
Check No:	0	Check Date:	
	14593	PW/Annual Service/#2-10# ABC & #10-5# ABC	1,060.36
	14594	Air/Annual service/#1-10# ABC & #2-5# ABC F	264.09
	14595	Cosntr/Annual service/#2-5# ABC Fire Ext/Dry	182.39
	14596	Wtr/Annual service/#4-5# ABC Fire Ext/Dry Ch	244.79
	14597	Swr/Annual service/#3-5# ABC Fire Ext/Dry Ch	371.09
	14598	CH Anx/Annual service/5# ABC Fire Ext/Dry Cl	113.70
	14599	PD/Annual service/#20-5# ABC Fire Ext/Dry Cl	1,133.93
		Check Total:	3,370.35
		Vendor Total:	3,370.35
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1405555	GG/General Prof Svcs through 5/31/15	3,802.00
	1405556	PD/Graff & Disney Litigation Prof Svcs through	180.00

Vendor	Invoice No	Line Description	Check Amount
	1405557	PD/Negotiations 2014 Prof Svcs through 5/31/15	3,078.50
		Check Total:	7,060.50
		Vendor Total:	7,060.50
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	500289648	PW/#2-3x4 mats/Linen Maintenance	104.52
	500289649	Swr/dust mop/#2-3x4 mats/#3-3x10 mats	44.46
	500335427	PW/#2-3x4 mats/Linen Maintenance	99.10
	500335428	Swr/dust mop/#2-3x4 mats/#3-3x10 mats	44.46
	500378474	PW/#2-3x4 mats/Linen Maintenance	104.52
	500378475	Swr/dust mop/#2-3x4 mats/#3-3x10 mats	44.46
		Check Total:	441.52
		Vendor Total:	441.52
0347	Quinn Company		
Check No:	0	Check Date:	
	PC080356912	PW/bearing-caterpillar	77.84
		Check Total:	77.84
		Vendor Total:	77.84
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0283707	PW/unleaded gas/diesel fuel	997.25
	0283918	PW/unleaded gas/diesel fuel	1,103.21
	0284125	PW/unleaded gas	673.13
	0284919	PW/unleaded gas/diesel fuel	1,022.27
		Check Total:	3,795.86
		Vendor Total:	3,795.86
0373	Thomas F. Schroeter Attorney @ Law		
Check No:	0	Check Date:	
	06252015-1	PERS M1 Contribution 5/23-6/24/15	-330.53
	06252015-2	GG/Legal Services 5/23-6/24/15	3,893.50
	06252015-3	Air/Legal Services 5/23-6/24/15	1,807.00
	06252015-4	Wtr/Legal Services 5/23-6/24/15	130.00
	06252015-5	GG/School Dist Demand 5/23-6/24/15	780.00
		Check Total:	6,279.97
		Vendor Total:	6,279.97
0431	Tehachapi News		
Check No:	0	Check Date:	
	13828806	GG/Visitor Guide 2015 Ad	1,195.08
	13864425	GG/Best of 2015 Ad	99.00
	13872317	GG/Notice of Public Hearing Annex #84 Ad	87.50
	13874172	GG/DBAD-1 Ad	36.25
	13874186	GG/Tehachapi City Council Ad	36.25
	13874197	GG/Tehachapi City Council Ad	33.75
		Check Total:	1,487.83
		Vendor Total:	1,487.83

Vendor	Invoice No	Line Description	Check Amount
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70799879	Wtr/3/8" FINE PG64-10	316.01
		Check Total:	316.01
		Vendor Total:	316.01
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	137539-0	PD/paper/tissue/#3-1" binder/1.5" binder/9x12 cl	321.98
	137619-0-1	GG/CH Anx-credenza/hutch/Rt & Lt return/pane	10,590.64
	137619-0-2	GG/CH Anx-furniture install/labor	1,500.00
	137619-0-3	GG/CH Anx-furniture freight charge	300.00
	137636-0	GG/1dz FN & XF blk gel pens/1 ct paper/solar y	147.28
	137643-0	GG/plstc comb/1 Rm GRD paper/1 Rm CA pape	29.77
	137663-0	GG/#2-lanyards-card reel 4 ast/1.5x2 post it note	31.14
	137676-0	Eng/#4-OTG Luxhide guest black chairs	640.70
	137752-0	GG/dry erase board/markers	90.85
	137821-0-1	GG/1 Ct paper/blk med BPTrefill 2pk	35.75
	137821-0-2	Freedom Plaza/1 Rm GN paper/1 Rm GY paper	14.16
	137830-0	Eng/4x6 & 4x3 boards/chairmat/#2-mag rack/#2	796.11
	137832-0	Eng/#2-United Series 2 drawer file	750.35
	137865-0	PD/clamp/pads/stapler/tape/folder/tissue/labels/t	599.78
	137865-1	PD/correction tape	17.31
	137905-0	Fin/#4-Ct paper/#4-1/3 cut folders/address labels	185.88
		Check Total:	16,051.70
		Vendor Total:	16,051.70
0493	Kieffe & Sons Ford		
Check No:	0	Check Date:	
	17748	PD/Labor/steering/suspension check for leak TE	364.46
	17826	PD/Ded-Warranty/replaced rear axle bearing/sea	200.00
	9214	PD/Hose-heater SOP-TE10	61.98
		Check Total:	626.44
		Vendor Total:	626.44
0503	Coastline Equipment		
Check No:	0	Check Date:	
	243578	PD/#4-15/40 Plusii 5/Filter ELE 7A1/Filter ELE	521.47
	243579	PW/Regulator/freight	254.84
		Check Total:	776.31
		Vendor Total:	776.31
0509	Safety-Kleen Systems Inc.		
Check No:	0	Check Date:	
	66939441	PW/30G parts washer-solvent	334.84
		Check Total:	334.84
		Vendor Total:	334.84
0560	Kem Machinery		
Check No:	0	Check Date:	
	101-262166	Air/#2-JDC Blades	106.87

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	106.87
		Vendor Total:	106.87
0610	Abate-A-Weed Inc.		
Check No:	0	Check Date:	
	654686	Wtr/Honda 4w dr sod cutter/power source/pro sv	5,448.11
	656363	Land/speed feed 450 trimmer head-lrg	27.29
		Check Total:	5,475.40
		Vendor Total:	5,475.40
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	65127	GG/Bonide Eight Gard n	7.51
	65201	GG/Bonide Eight Gard n	7.51
		Check Total:	15.02
		Vendor Total:	15.02
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	66305	Air/#3-single cut keys	5.77
	66352-1	CH Anx/#4-3/4 PVC Thrd union	13.11
	66352-2	Land/#2-3/4 Whit male adapter	0.74
		Check Total:	19.62
		Vendor Total:	19.62
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	80851	Valley Blvd Bikeway Fac Proj Ph II/Prof Svcs 5/	1,387.30
	80854	Cycle 6 HSIP Tehachapi Blvd/Prof Svcs 5/10-6/t	17,856.23
		Check Total:	19,243.53
		Vendor Total:	19,243.53
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4650	CH Anx/Development Services Cinyl cut & appl	136.53
	4651	GG/#500 full color letterhead	102.13
	4652	GG/#500 full clr letter/#500 2-clr window/2000	907.84
	4654	GG/#500 2-color window envelopes/hangar billi	65.04
	4660	PD/#200 Patches	928.80
		Check Total:	2,140.34
		Vendor Total:	2,140.34
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	34023-1	Standard cast plaque/Nurse Bridget-Elementary :	234.68
	34023-2	Standard cast plaque/Nurse Bridget-JMS-Monro	234.67
		Check Total:	469.35
		Vendor Total:	469.35
1313	Certified Laboratories		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	1936361-1	PW/#5-bath tissue/seat covers/#2-klecnex/#2-tov	228.68
	1936361-2	Depot/#5-bath tissue/seat covers/#2-kleenex/#2-1	265.38
	1936361-3	GG/#5-bath tissue/seat covers/#2-kleenex/#2-tov	1,001.83
	1936361-4	Swr/#5-bath tissue/seat covers/#2-klecnex/#2-tov	349.44
		Check Total:	1,845.33
		Vendor Total:	1,845.33
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	334005-1	Air/#5-5000 Series Rotor 4" Pop-Up	39.50
	334005-2	Strts/1" electric valve elec remote control scrubb	99.98
	334094	Strts/R/B 1" med flow filter	16.56
	893821	LLD/#2-Diaphragm Assy-100PE/1" electric valv	197.81
	893900	Air/X-Core controller 6 st outdoor wall mount/6'	106.17
	894351-1	Strts/#2-female adapters	9.72
	894351-2	Land/#2-female adapters	9.71
	894351-3	CH Anx/#4-male adapters	21.13
		Check Total:	500.58
		Vendor Total:	500.58
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	038895/1	GG/Green plant-Java Loop Express	53.75
		Check Total:	53.75
		Vendor Total:	53.75
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12362-1	GG/Mar Pl/Un Pac/trash dump May 2015	1.06
	12362-10	LLD/Heritage Oaks/trash dump May 2015	10.60
	12362-11	LLD/KB/Dennison/trash dump May 2015	29.68
	12362-12	Strts/Dennison Street/trash dump May 2015	3.18
	12362-13	LLD/Clear View/trash dump May 2015	1.06
	12362-14	Land/Pioneer Park/trash dump May 2015	3.18
	12362-15	GG/Old Town Planter/trash dump May 2015	1.06
	12362-16	LLD/Mill Street Cottages/trash dump May 2015	0.53
	12362-17	PD/Tehachapi Police St/trash dump May 2015	1.06
	12362-18	Land/Robinson Park/trash dump May 2015	1.06
	12362-19	GG/Taco Samich/trash dump May 2015	1.06
	12362-2	Strts/Mill Street Island/trash dump May 2015	3.18
	12362-20	GG/Senior Center/trash dump May 2015	1.06
	12362-21	Depot/Railroad Depot/trash dump May 2015	2.12
	12362-22	GG/Robinson Parking lot/trash dump May 2015	0.53
	12362-3	Strts/Cap Hills/trash dump May 2015	2.12
	12362-4	LLD/Manzanita Park/trash dump May 2015	3.18
	12362-5	LLD/KB Tract-Highline/trash dump May 2015	1.06
	12362-6	LLD/Alta Tract/Warrior Park/trash dump May 2015	24.37
	12362-7	LLD/Alta Parkway lawns/trash dump May 2015	2.12
	12362-8	LLD/Alta Planters-Highline & tract/trash dump 1	10.60
	12362-9	Strts/South Curry/trash dump May 2015	2.12
	12367	PW/24" boxed shademaster	325.00
	12387-1	GG/Mar Pl/Un Pac/trash dump June 2015	0.82
	12387-10	LLD/Heritage Oaks/trash dump June 2015	8.23
	12387-11	LLD/KB/Dennison/trash dump June 2015	23.04

Vendor	Invoice No	Line Description	Check Amount
	12387-12	Strts/Dennison Street/trash dump June 2015	2.47
	12387-13	LLD/Clear View/trash dump June 2015	0.82
	12387-14	Land/Pioneer Park/trash dump June 2015	2.47
	12387-15	GG/Old Town Planter/trash dump June 2015	0.82
	12387-16	LLD/Mill Street Cottages/trash dump June 2015	0.41
	12387-17	PD/Tehachapi Police St/trash dump June 2015	0.82
	12387-18	Land/Robinson Park/trash dump June 2015	0.82
	12387-19	GG/Taco Samich/trash dump June 2015	0.82
	12387-2	Strts/Mill Street Island/trash dump June 2015	2.47
	12387-20	GG/Senior Center/trash dump June 2015	0.82
	12387-21	Depot/Railroad Depot/trash dump June 2015	1.65
	12387-22	GG/Robinson Parking lot/trash dump June 2015	0.41
	12387-3	Strts/Cap Hills/trash dump June 2015	1.65
	12387-4	LLD/Manzanita Park/trash dump June 2015	2.47
	12387-5	LLD/KB Tract-Highline/trash dump June 2015	0.82
	12387-6	LLD/Alta Tract/Warrior Park/trash dump June 2015	18.92
	12387-7	LLD/Alta Parkway lawns/trash dump June 2015	1.65
	12387-8	LLD/Alta Planters-Highline & tract/trash dump	8.23
	12387-9	Strts/South Curry/trash dump June 2015	1.65
		Check Total:	513.27
		Vendor Total:	513.27
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	E001843	Wtr/#24-MIPXCTS Insta-tite no lead	524.26
	E090033-1	Strts/#2-3x5 STL CPLG Epoxy Alloy B&N OD	79.88
	E090033-2	Land/#2-3x5 STL CPLG Epoxy Alloy B&N OD	79.87
		Check Total:	684.01
		Vendor Total:	684.01
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	12550	PW/Parts-gatorline .105 3lb	48.36
	12577	PW/Labor-cleaned out gears & spool-T344 Trim	40.00
		Check Total:	88.36
		Vendor Total:	88.36
1982	SSD Systems		
Check No:	0	Check Date:	
	K333198-1	PD/Labor-programmed " 9" into dialing system	99.60
	K333198-2	PD/Trip Charge	29.50
		Check Total:	129.10
		Vendor Total:	129.10
2047	Fred C. Gilbert Co.		
Check No:	0	Check Date:	
	607899	Wtr/#2-self venting pump/#2-Emelin inject lance	2,302.76
		Check Total:	2,302.76
		Vendor Total:	2,302.76
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	845377	Wtr/Star Tamprf T50 bit/Star T55 bit	5.35
		Check Total:	5.35
		Vendor Total:	5.35
2113	Fuel Controls Inc.		
Check No:	0	Check Date:	
	84340	Air/100 Octane Wholesale fuel	21,087.77
		Check Total:	21,087.77
		Vendor Total:	21,087.77
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	0221633	GG/Coffee/cream/sugar/stir sticks/filters	312.03
		Check Total:	312.03
		Vendor Total:	312.03
2151	Melo's Gas & Gear		
Check No:	0	Check Date:	
	80036107	Wtr/High pressure Large/adm compliance	19.85
		Check Total:	19.85
		Vendor Total:	19.85
2200	Argo Chemical		
Check No:	0	Check Date:	
	1506058	Wtr/420G-Chlor 12.5% NSF/freight	737.70
		Check Total:	737.70
		Vendor Total:	737.70
2472	All Weather Inc.		
Check No:	0	Check Date:	
	61414	Air/AWOS Maintenance	2,000.00
		Check Total:	2,000.00
		Vendor Total:	2,000.00
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1501524-1	GG/Newsletter & Postage 5/1-5/31/15	674.00
	DP1501524-2	Ref/Printing 5/1-5/31/15	116.00
	DP1501524-3	Wtr/Printing 5/1-5/31/15	231.99
	DP1501524-4	Swr/Printing 5/1-5/31/15	231.99
	DP1501524-5	Ref/Postage 5/1-5/31/15	216.86
	DP1501524-6	Wtr/Postage 5/1-5/31/15	433.74
	DP1501524-7	Swr/Postage 5/1-5/31/15	433.74
		Check Total:	2,338.32
		Vendor Total:	2,338.32
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH7723	Wtr/#2-2x6 Eye-Eye sling	71.51
	CATEH7752-1	PW/#3-L gloves/M gloves/#2-safety vest/sweatb	91.68

Vendor	Invoice No	Line Description	Check Amount
	CATEH7752-2	Swr/#3-L gloves/M gloves/#2-safety vest/sweatb	6.50
	CATEH7752-3	Swr/#3-L gloves/M gloves/#2-safety vcs/sweatb	83.68
	MN01952396-1	Wtr/door-locker/coil	144.00
	MN01952396-2	Swr/door-locker/coil	144.00
	MN01952396-3	PW/door-locker/coil	96.00
	MN01952396-4	Land/door-locker/coil	48.00
	MN01952396-5	Constr/door-locker/coil	48.00
		Check Total:	733.37
		Vendor Total:	733.37
2833	Sun Ridge Systems Inc.		
Check No:	0	Check Date:	
	4026	PD/Rims personnel-Training Software/Install/Ar	3,080.00
		Check Total:	3,080.00
		Vendor Total:	3,080.00
2837	Tartaglia Engineering		
Check No:	0	Check Date:	
	05252015-4	Air/ EA Rehab STaxiway/Prof Svcs Inv #4 April	5,412.00
	06052015-1	Air/Rehab SW Diagonal Taxilane/Prof Svcs Inv	25,082.91
		Check Total:	30,494.91
		Vendor Total:	30,494.91
2902	Sim Sanitation Inc		
Check No:	0	Check Date:	
	32047	Air/standard & handicap toilet rental 06/15	82.00
		Check Total:	82.00
		Vendor Total:	82.00
2963	AT&T		
Check No:	0	Check Date:	
	6684129-1	PD/BAN# 9391006708-T1 Line-Calnet 2 credit-	-41.16
	6684129-2	PD/BAN# 9391006708-T1 Line 5/11-6/10/15	331.46
	6689776-1	PD/BAN# 9391006709-Subscr Acc Line-Calnet	-61.74
	6689776-2	PD/BAN# 9391006709-Subscriber Access Line	222.97
		Check Total:	451.53
		Vendor Total:	451.53
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	189840	General Fees Prof Svcs through 5/31/15	171.50
	189841	AD 89-2 Fees Prof Svcs through 5/31/15	31.50
	189842	AD 89-3 Fees Prof Svcs through 5/31/15	67.27
		Check Total:	270.27
		Vendor Total:	270.27
3018	CDW Government Inc.		
Check No:	0	Check Date:	
	WD67160	IT/#2-CISCO CAT 2960-X 48 GE POE 370W po	7,248.81
		Check Total:	7,248.81

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	7,248.81
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37577240-1	Eng/Building Plan Check-Alta Est St Plan #1 4/1	1,462.62
	37577240-2	Eng/Building Plan Check-Alta Est St Plan #2 10.	1,620.51
	37577240-3	Eng/Building Plan Check-Alta Est St Plan #3 10.	1,793.03
	37577240-4	Eng/Building Plan Check-Freshpour Coffee 10/1	300.00
	37577240-5	Eng/Building Plan Check-McDonald's Remodel	300.00
	37577241	Tucker Road Rehabilitation Project 4/11-5/8/15	1,816.32
	37577242	Wtr/Snyder Well Intertie Project 4/11-5/8/15	2,242.47
	37577244	Mill Street Rehabilitation Project 7/1/14-5/8/15	721.00
	37577248	Industrial Parkway Extension Project 4/11-5/8/15	309.50
	37577250	Motocross Project 3/25-5/8/15	462.50
		Check Total:	11,027.95
		Vendor Total:	11,027.95
3103	Jaguar Wrought Iron Inc.		
Check No:	0	Check Date:	
	1930	CH Anx/33'-2 rail pipe handrail w/verticals	5,090.00
		Check Total:	5,090.00
		Vendor Total:	5,090.00
3104	Hilltop Publishers Home of The Loop		
Check No:	0	Check Date:	
	16006	GG/Full back page color Ad-Vol 2806 3/28/15	1,600.00
		Check Total:	1,600.00
		Vendor Total:	1,600.00
3135	Juan A. Acuna		
Check No:	0	Check Date:	
	974401	PW/pumped 2 loads-PW shed at WWTP	340.00
		Check Total:	340.00
		Vendor Total:	340.00
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0187	Strts/#2-Hercules tires-trailer	240.00
		Check Total:	240.00
		Vendor Total:	240.00
3179	Liberty Composting Inc.		
Check No:	0	Check Date:	
	14187	Swr/Tipping Fees-Biosolids	3,848.50
		Check Total:	3,848.50
		Vendor Total:	3,848.50
3264	Tehachapi's Own Western & Work We		
Check No:	0	Check Date:	
	1213	PW/Work boots-steel toe-A Osborne	155.33

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	155.33
		Vendor Total:	155.33
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12000956	Swr/#12-28" OR/BK Cone 10lb W/6" & 4"	235.43
	12000957	Strts/#88-28" OR/BK Cone 10lb W/6" & 4"	1,726.45
	12001038	Strts/#10-loose gravel-#10-15 speed limit 24"mi:	150.50
		Check Total:	2,112.38
		Vendor Total:	2,112.38
3408	Kern Asphalt Paving and Sealing Co. I		
Check No:	0	Check Date:	
	2503068-724-1	Strts/apply rock seal/sweep/install Type II slurry:	47,064.00
	2503068-724-2	Strts/apply rock seal/sweep/install Type II slurry:	11,766.00
		Check Total:	58,830.00
		Vendor Total:	58,830.00
3432	MS Transport Corp.		
Check No:	0	Check Date:	
	15-04-0487	PD/Tow golf cart from Clearview to Police Dept	240.00
		Check Total:	240.00
		Vendor Total:	240.00
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2041	CD/Housing Element Update 5th Cycle Prof Svc	8,466.00
		Check Total:	8,466.00
		Vendor Total:	8,466.00
3645	Blueprint Service		
Check No:	0	Check Date:	
	845717	Teh Blvd Improve Ph III/8 sets 26-Bond digital/I	81.70
		Check Total:	81.70
		Vendor Total:	81.70
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0615SS	CH Anx/Post construction clean up 6/2/15	750.00
		Check Total:	750.00
		Vendor Total:	750.00
3725	Powerstride Battery Co. Inc.		
Check No:	0	Check Date:	
	84951	GG/battery	75.25
		Check Total:	75.25
		Vendor Total:	75.25
3747	The Garage		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	3206	Air/A/C leak repair/08 John Deere	664.41
		Check Total:	664.41
		Vendor Total:	664.41
3758	Omni Design Group, Inc		
Check No:	0	Check Date:	
	40877	CH Anx/Tenant Improvement-reno/Prof Svcs 10.	4,400.00
		Check Total:	4,400.00
		Vendor Total:	4,400.00
3763	CopWare Inc		
Check No:	0	Check Date:	
	06012015	PD/CA Peace Officers Legal Sourcebook Renew	85.00
		Check Total:	85.00
		Vendor Total:	85.00
3810	Stahl Companies Inc		
Check No:	0	Check Date:	
	35785	Eng/Tehachapi OSHPD 3-IOR-Prof Services 5/1	703.82
		Check Total:	703.82
		Vendor Total:	703.82
3837	CEMEX Construction Materials Pac L		
Check No:	0	Check Date:	
	9431084901	PW/concrete/Buckeye-Ultra 500/SSK 50/PM AE/	553.64
		Check Total:	553.64
		Vendor Total:	553.64
3842	All American Glass		
Check No:	0	Check Date:	
	G14011-SF-1	CH Anx/Storefront Progress Pay Est #1	22,166.35
		Check Total:	22,166.35
		Vendor Total:	22,166.35
3854	Mary Valenti PH.D.		
Check No:	0	Check Date:	
	06172015	PD/Critical Incident Interview-MC-6/16/15	150.00
		Check Total:	150.00
		Vendor Total:	150.00
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-2	PD/Pre-placement Exam-B Weiting	488.00
	5717-3-1	PW/Pre-placement Exam-A Osbourne	59.34
	5717-3-2	Swr/Pre-placement Exam-A Osbourne	59.33
	5717-3-3	Wtr/Pre-placement Exam-A Osbourne	59.33
	5717-3-4	PW/Pre-placement Exam-R Krafthefer	59.34
	5717-3-5	Swr/Pre-placement Exam-R Krafthefer	59.33
	5717-3-6	Wtr/Pre-placement Exam-R Krafthefer	59.33

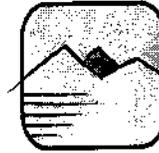
Vendor	Invoice No	Line Description	Check Amount
		Check Total:	844.00
		Vendor Total:	844.00
3860	Miovision Technologies Inc		
Check No:	0	Check Date:	
	19546	Eng/Junction Study 4/25-5/24/15	864.00
	19952	Eng/ATR Study 5/25-6/24/15	168.00
		Check Total:	1,032.00
		Vendor Total:	1,032.00
3862	Cycle California! Magazine		
Check No:	0	Check Date:	
	10758	1/3 pg Ad/4 color charge	632.00
		Check Total:	632.00
		Vendor Total:	632.00
3866	The Oaks		
Check No:	0	Check Date:	
	G14011-C-1	CH Anx/Casework Progress Pay Est #1	2,888.00
	G14011-FC-1	CH Anx/Finish Carpentry Progress Pay Est #1	2,208.75
		Check Total:	5,096.75
		Vendor Total:	5,096.75
3867	Halpin Concrete Co		
Check No:	0	Check Date:	
	G14011-SW-2	CH Anx/Sitework Progress Pay Est #2	1,800.25
		Check Total:	1,800.25
		Vendor Total:	1,800.25
3876	Capital Accounting Partners LLC		
Check No:	0	Check Date:	
	80622	Eng/User Fee Activity-build costing models/trav	13,543.09
		Check Total:	13,543.09
		Vendor Total:	13,543.09
3881	Western Building Materials Co		
Check No:	0	Check Date:	
	G14011-R-1	CH Anx/Reflected Ceiling/Progress Pay Est #1	11,613.75
		Check Total:	11,613.75
		Vendor Total:	11,613.75
3882	DFS Flooring LP		
Check No:	0	Check Date:	
	G14011-F-1	CH Anx/Flooring Progress Pay Est #1	21,417.75
		Check Total:	21,417.75
		Vendor Total:	21,417.75
3889	San Diego Police Equipment Co Inc		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	618148	PD/Securi-blank 9mm (Loud) 500/CS-Active Sh	212.10
		Check Total:	212.10
		Vendor Total:	212.10
3892	Artificial Grass Liquidators Los Angel		
Check No:	0	Check Date:	
	3665	Wtr/AGL Marathon/2-boxes nails 3D sep/seam t	5,134.24
		Check Total:	5,134.24
		Vendor Total:	5,134.24
3893	Telrepc		
Check No:	0	Check Date:	
	00135057	IT/#5- Refurb PC Toughbooks for Mobile RIMS	6,535.00
		Check Total:	6,535.00
		Vendor Total:	6,535.00
3894	The Regents of the University of Calif		
Check No:	0	Check Date:	
	06012015	GG/#5-lunch tickets-May 6 2015 Luncheon Even	175.00
		Check Total:	175.00
		Vendor Total:	175.00
		Report Total:	345,894.87

Accounts Payable

Checks by Date - Detail By Vendor Number

User: HThomas
 Printed: 7/2/2015 - 8:11 AM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1404435	GG/LCW Consortium Membership 7/1/15-6/30/	1,855.00
		Check Total:	1,855.00
		Vendor Total:	1,855.00
0445	Tehachapi Senior Center Inc.		
Check No:	0	Check Date:	
	07012015	Sr Nutrition Program-space rent 07/15	400.00
		Check Total:	400.00
		Vendor Total:	400.00
1480	Railroad Management Company		
Check No:	0	Check Date:	
	320588	Swr/PL-License Fees/12-Inch sewer line	463.21
		Check Total:	463.21
		Vendor Total:	463.21
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12386-1	GG/City Office 07/15	50.00
	12386-10	GG/Downtown Planters 07/15	82.00
	12386-11	Land/Railroad Park 07/15	505.00
	12386-12	GG/Parking Lot & Wall 07/15	28.00
	12386-13	GG/Senior Center 07/15	105.00
	12386-14	Depo/Railroad Depot 07/15	128.00
	12386-15	GG/Tehachapi Blvd Phase 4 07/15	35.00
	12386-16	GG/Robinson St parking lot 07/15	25.00
	12386-17	GG/Police Dept 07/15	35.00
	12386-18	Strts/Voyager St trees 07/15	10.00
	12386-19	GG/Centennial Plaza 07/15	40.00
	12386-2	GG/Market Place 07/15	25.00
	12386-20	LLD/Heritage Oaks 07/15	860.00
	12386-21	LLD/Clear View Estates 07/15	321.00
	12386-22	LLD/Autumn Hills 07/15	1,235.00
	12386-23	LLD/Alta Homes 07/15	7,790.00
	12386-24	LLD/Orchard Glen 07/15	3,632.00
	12386-25	LLD/Mill St Cottages 07/15	25.00
	12386-26	LLD/Red Barn 07/15	95.00
	12386-3	GG/Union Pacific 07/15	85.00
	12386-4	Strts/Mill St 07/15	425.00
	12386-5	Strts/Capital Hills (South Island) 07/15	270.00
	12386-6	Strts/South Curry 07/15	227.00
	12386-7	Strts/Street Trees 07/15	11.00

Vendor	Invoice No	Line Description	Check Amount
	12386-8	Strts/Dennison St 07/15	720.00
	12386-9	Land/Pioncer Park 07/15	553.00
		Check Total:	17,317.00
		Vendor Total:	17,317.00
1849	Government Finance Officers Associa		
Check No:	0	Check Date:	
	168715S	Treasury Mgt Newsletter Sub 8/1/15-7/31/16	55.00
		Check Total:	55.00
		Vendor Total:	55.00
1982	SSD Systems		
Check No:	0	Check Date:	
	1106361-A-1	Air/314 Hayes St Pilots Lounge Burglar Alarm S	36.75
	1106361-A-10	PD/220 C Street Fire Alarm Svcs 07/15	420.00
	1106361-A-11	GG/115 S Robinson Burglar Alarm Svcs 07/15	34.65
	1106361-A-12	Air/314 Hayes Street Radio Backup Svcs 07/15	23.10
	1106361-A-2	Air/100 Commercial Way Burglar Alarm Svcs 07/15	17.33
	1106361-A-3	Constr/100 Commercial Way Burglar Alarm Svc	17.32
	1106361-A-4	PW/800 Enterprise Way Burglar Alarm Svcs 07/15	46.50
	1106361-A-5	Swr/750 Enterprise Treatment Burglar Alarm Svcs	30.98
	1106361-A-6	Wtr/750 Enterprise Treatment Burglar Alarm Svcs	30.97
	1106361-A-7	Swr/750 Enterprise Storage Burglar Alarm Svcs	25.73
	1106361-A-8	Wtr/750 Enterprise Storage Burglar Alarm Svcs	25.72
	1106361-A-9	Depot/101 Tehachapi Blvd Fire Alarm Svcs 07/15	79.00
		Check Total:	788.05
		Vendor Total:	788.05
2843	ACCAP c/o City of Tehachapi		
Check No:	0	Check Date:	
	06162015-1	Coun/ACCAPS Conference Regis- 8/19/15 E Gr	175.00
	06162015-2	GG/ACCAPS Conference Regis-8/19/15 G Garr	175.00
		Check Total:	350.00
		Vendor Total:	350.00
2902	Sim Sanitation Inc		
Check No:	0	Check Date:	
	32347	Air/standard unit & handicap toilet rental 07/15	82.00
		Check Total:	82.00
		Vendor Total:	82.00
3610	Kern County Chief Law Enforcement		
Check No:	0	Check Date:	
	15129	PD/2015/2016 Annual Membership Dues	100.00
		Check Total:	100.00
		Vendor Total:	100.00
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0715-1	GG/Janitorial Service City Hall 07/15	890.00
	COTC0715-2	GG/Janitorial Service Senior Center 07/15	450.00

Vendor	Invoice No	Line Description	Check Amount
	COTC0715-3	PD/Janitorial Service 07/15	1,950.00
	COTC0715-4	Constr/Janitorial Service 07/15	140.00
	COTC0715-5	Swr/Janitorial Service 07/15	530.00
	COTC0715-6	Depot/Janitorial Service 07/15	250.00
	COTC0715-7	Air/Janitorial Service Airport terminal 07/15	280.00
	COTC0715-8	Air/Janitorial Service Airport Office 07/15	140.00
		Check Total:	4,630.00
		Vendor Total:	4,630.00
		Report Total:	26,040.26

Accounts Payable

Checks by Date - Detail By Check Date

User: HThomas
 Printed: 6/25/2015 - 4:26 PM



			Check Amount
Check No:	42752	Check Date: 06/10/2015	
Vendor:	1851	AT&T	
06012015		GG/White Page acct- June 2015	13.69
			13.69
Check No:	42753	Check Date: 06/10/2015	
Vendor:	2963	AT&T	
6546818		Air/Ban#9391006711/DSL Fax	52.43
6658483		Air/Ban#9391006711/DSL Fax	52.34
6658484-1		Swr/Ban#9391006711/Cr/Telemetry Sys-Calnet	-0.47
6658484-2		Swr/Ban#9391006711/Telemetry Sys	18.42
			122.72
Check No:	42754	Check Date: 06/10/2015	
Vendor:	3844	Franchise Tax Board	
06102015-1		H D/#312613192904136373/Inv#2148 25% of \$	43.50
06102015-2		GG/#312613192904136373/Inv#2149 25% of \$1	31.25
			74.75
Check No:	42755	Check Date: 06/10/2015	
Vendor:	1070	Kern County Environmental Health Division	
06102015		Gr Fondo/Community Event Health Permit App	375.00
			375.00
Check No:	42756	Check Date: 06/10/2015	
Vendor:	3848	O'Reilly Automotive Inc	
4447117510		Wtr/ceramic pad V-21	49.98
			49.98
Check No:	42757	Check Date: 06/10/2015	
Vendor:	3199	Slick Fish Marketing Co.	
2148-1		H D Fest/Loop & Desert News Ad/#2- banners l	174.00
2148-2		H D Fest/-25% withholding/Franchise Tax Board	-43.50
2149-1		GG/Talk it UP-2 Pg Newsletter June 2015	125.00
2149-2		GG/-25% withholding/Franchise Tax Board-Stat	-31.25
			224.25
Check No:	42758	Check Date: 06/10/2015	
Vendor:	0372	Southern California Edison	
05272015-1		GG/200 W Tehachapi Blvd 4/24-5/26/15	29.92
05272015-2		PD/220 W C 4/24-5/26/15	1,679.71
05272015-3		Strts/213 S Curry St A 4/24-5/26/15	19.98
05272015-4		LLD/329 1/2 D St 4/24-5/26/15	101.18
05282015-1		GG/1125 Capital Hills 4/27-5/27/15	25.51
05282015-2		GG/109 E Tehachapi Blvd 4/27-5/27/15	143.79
05282015-3		GG/111 W I St 4/27-5/27/15	47.53
05282015-4		Strts/209 1/2 E Tehachapi Blvd 4/27-5/27/15	25.94

05282015-5	Strts/333 1/2 E Tehachapi Blvd 4/27-5/27/15	161.96
05282015-6	Swr/880 Enterprise 4/27-5/27/15	948.37
05282015-7	Swr/800 Enterprise 4/27-5/27/15	5,996.33
05282015-8	Drain/119 Industrial Pkwy 4/27-5/27/15	26.88
05292015-1	PW/801 Mountain View Ave 4/28-5/28/15	55.26
05302015-1	Strts/Tehachapi Bl W/O Green 4/28-5/28/15	17.37
05302015-2	Strts/103 Tehachapi Blvd 4/28-5/28/15	83.19
05302015-3	Strts/101 E Tehachapi Blvd #B 4/28-5/28/15	191.23
05302015-4	Strts/110 S Mill St 4/28-5/28/15	138.80
05302015-5	Strts/Curry/D St 4/28-5/28/15	17.37
05302015-6	Wtr/358 E D St 4/28-5/28/15	2,072.26
06022015-1	Strts/326 E D St 5/1-6/1/15	24.17
06022015-2	Strts/303 E Avenue D 5/1-6/1/15	14.09
06022015-3	LLD/Tehachapi Blvd/Bailey Ave 5/1-6/1/15	77.67
06032015	Strts/Curry St S/O Pinon St 4/7-5/7-15	17.37
06052015-1	Strts/Highway 202 5/5-6/4/15	58.25
06052015-2	Strts/Highway 202 5/1-6/1/15	30.40
06062015-1	Wtr/Curry 5/6-6/5/15	7,446.45
06062015-2	Wtr/Pinon 5/6-6/5/15	2,685.52
06062015-3	Wtr/1299 S Curry St 5/6-6/5/15	2,185.47
06062015-4	LLD/1347 Clasico Dr PED 5/6-6/5/15	34.95
06062015-5	LLD/1115 Alder Ave PED 5/6-6/5/15	26.27
06062015-6	LLD/1415 Alder Ave PED 5/6-6/5/15	26.25
06062015-7	LLD/1002 Applewood St 5/6-6/5/15	37.06

24,446.50

Check No: 42759 Check Date: 06/10/2015

Vendor: 0399 Sparkletts

060115 Swr/Cooler rental 05/15

32.40

32.40

Check No: 42760 Check Date: 06/10/2015

Vendor: 0446 Tehachapi Unified School Dist.

140346-1 GG/Council/Planning Mtgs Bd Rm/Cafe 12/16/1

513.57

140346-2 CD/Walmart Mtgs-Bd Rm & Cafe 1/27/14

234.25

747.82

Check No: 42761 Check Date: 06/10/2015

Vendor: 3730 Tractor Supply Credit Plan

200044790 PW/#1-blk & #1-brn boot toe protector

8.58

8.58

Date Totals: 26,095.69

Report Total: 26,095.69

Accounts Payable

Checks by Date - Detail By Check Date

User: HThomas
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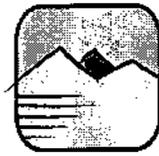
CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	42762	Check Date: 06/11/2015	
Vendor:	3820	Charles Arbaut	
5574581		CH Anx/Reimburse/16oz Gaps-cracks/washer/til	18.23
6564252		CH Anx/Reimburse/3pc combo pk/sponge/1G flc	27.85
			46.08
Check No:	42763	Check Date: 06/11/2015	
Vendor:	3528	Grace Delgado	
06102015		City Hall Annex-Cash for 2 drawers @ \$80 each	160.00
			160.00
Check No:	42764	Check Date: 06/11/2015	
Vendor:	3807	Diamond Technologies	
14555		IT/10 Servers on Monthly Storage Craft Softwar	325.00
14667		IT/Block Retainer Agreement Renewal	25,000.00
14717		IT/48G-POE+ Switch-48 Ports/Expansion slots	3,345.52
14719		IT/1.27 Gbps Wireless Access Pt/ISM Band	944.18
14729		IT/WatchGuard network security/6 port USB	2,372.97
			31,987.67
Check No:	42765	Check Date: 06/11/2015	
Vendor:	3844	Franchise Tax Board	
06112015		GG/#312613192904136373/Inv#2135 25% of \$:	137.92
			137.92
Check No:	42766	Check Date: 06/11/2015	
Vendor:	3199	Slick Fish Marketing Co.	
2135-1		GG/PW stamp/KBJ Ad/Qtr News-Wtr alert/HDo	551.67
2135-2		GG/-25% withholding/Franchise Tax Board-Stat	-137.92
			413.75
Date Totals:			32,745.42
Report Total:			32,745.42

Accounts Payable

Checks by Date - Detail By Check Date

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CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	42841	Check Date: 06/16/2015	
Vendor:	1739	Chevron & Texaco Business Card Services	
7898196949-1		GG/mgt/general business 5/6-6/5/15	932.60
7898196949-2		PD/fleet vehicle fuel 5/6-6/5/15	3,518.36
			<hr/> 4,450.96
Check No:	42842	Check Date: 06/16/2015	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
06162015		Benz Annexation County Clerk filing fee w/Fish	2,260.00
			<hr/> 2,260.00
Date Totals:			<hr/> 6,710.96
Report Total:			<hr/> <hr/> 6,710.96

Accounts Payable

Checks by Date - Detail By Check Date

User: hthomas
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		Check Amount
Check No:	42851	Check Date: 06/17/2015
Vendor:	2940	US Bank Corporate Payment System
003654	GG/Lunch/Long Beach G Fondo Booth 5/9/15 N	24.90
005999	GG/parking/Long Beach G Fondo Booth 5/9/15	6.00
007969-1	GG/Lunch/ICSC Retail Confr 5/19/15 GG	8.43
007969-2	GG/Lunch/ICSC Retail Confr 5/19/15 M Vance	8.42
007969-3	Coun/Lunch/ICSC Retail Confr 5/19/15 GG	8.42
012014	GG/Lunch/Orange Co Marath Tour Booth 5/1-5/	13.72
017248	GG/Bkfst/Long Beach G Fondo Booth 5/9/15 M	16.41
018653-1	GG/Dinner/ICSC-Las Vegas 5/17-5/19/15 GG	28.45
018653-2	GG/Dinner/ICSC-Las Vegas 5/17-5/19/15 MV	28.45
018653-3	Coun/Dinner/ICSC-Las Vegas 5/17-5/19/15 EG	28.45
020840	GG/Dinner/SLO Marathon Tourism Outreach Bc	10.63
020840	GG/Breakfast/SLO Marath Tourism Outreach Bc	15.72
026040-1	Wtr/gas/CA Rural Wtr Agency Board Mtg 4/26--	8.69
026040-2	Swr/gas/CA Rural Wtr Agency Board Mtg 4/26--	8.69
030188-1	GG/Dinner/ICSC-Las Vegas 5/17-5/19/15 GG	26.61
030188-2	GG/Dinner/ICSC-Las Vegas 5/17-5/19/15 MV	26.61
030188-3	Coun/Dinner/ICSC-Las Vegas 5/17-5/19/15 EG	26.62
038047-1	Fin/Lunch/LCW Workshop-Kerman-H Chung	8.93
038047-2	GG/Lunch/LCW Workshop-Kerman-C Kirk	8.93
038047-3	PW/Lunch/LCW Workshop-Kerman-J Curry	8.93
043015M	GF/Southern California Bicyclist-Advertising	1,200.00
04302015	Eng/American Public Works membership renewa	179.00
045582	GG/Brfst/SLO Marath Tourism Outreach Booth	10.00
047067	GG/Lunch/Orange Co Marathon Tourism Booth	11.25
05012015	GG/gas/Orange Co Marath Tour Booth 5/1-5/2 N	31.07
05072015	GG/Constant Contact e-mail program May 2015	50.00
05182015	PD/Reimburse-less \$15 fee-Public Records Act	-235.00
05252015	CD/J2 eFax.com Svc 5/23-6/22/15	16.95
052888	GG/Dinner/Orange Co Marath Tour Booth 5/1-5.	16.88
060449-1	Wtr/gas/CA Rural Wtr Agency Board Mtg 4/26--	12.81
060449-2	Swr/gas/CA Rural Wtr Agency Board Mtg 4/26--	12.81
063312-1	GG/Breakfast/ICSC-Las Vegas 5/17-5/19/15 GG	27.48
063312-2	GG/Breakfast/ICSC-Las Vegas 5/17-5/19/15 MV	27.47
063312-3	Coun/Breakfast/ICSC-Las Vegas 5/17-5/19/15 E	27.48
063629	Air/water/snack pack-Pilot Lounge supplies	79.70
065943-1	Wtr/gas-J Curry	25.19
065943-2	Swr/gas-J Curry	25.18
0692239	Wtr/Web Internet/CA Rural Water Agency Mtg-J	13.99
073399-1	Wtr/gas/CA Rural Wtr Agency Board Mtg 4/26--	17.30
073399-2	Swr/gas/CA Rural Wtr Agency Board Mtg 4/26--	17.30
075195-1	GG/Lunch/ICSC-Las Vegas 5/17-5/19/15 GG	6.03
075195-2	GG/Lunch/ICSC-Las Vegas 5/17-5/19/15 MV	6.03
075195-3	Coun/Lunch/ICSC-Las Vegas 5/17-5/19/15 EG	6.02
076272	GG/parking/Long Beach G Fondo Booth 5/9/15	6.00
077055	GG/Bkfst/Orange Co Marathon Tourism Booth 5	25.60
077708-1	GG/monorail 3 day/ICSC Retail Confr 5/17-5/15	28.00

077708-2	GG/monorail 3 day/ICSC Retail Confr 5/17-5/15	28.00
077708-3	Coun/monorail 3 day/ICSC Retail Confr 5/17-5/15	28.00
080187	GG/Dinner/SLO Marathon Tourism Outreach Bc	23.65
080444	GG/Lunch/CALED Ann Confr 4/20-4/22 M Van	5.92
080488-1	GG/Dinner/ICSC-Las Vegas 5/17-5/19/15 GG	22.34
080488-2	GG/Dinner/ICSC-Las Vegas 5/17-5/19/15 MV	22.34
080488-3	Coun/Dinner/ICSC-Las Vegas 5/17-5/19/15 EG	22.34
080925	GG/Loop-City Ad in Loop Vol 2809	400.00
081438-1	Wtr/gas/CA Rural Wtr Agency Board Mtg 4/26-	16.13
081438-2	Swr/gas/CA Rural Wtr Agency Board Mtg 4/26-	16.13
087333	IT/6' USB 2.0 cable	24.71
10015366560	GG/Cisco WebEx Account May 2015	24.00
1072125673	GG/Sirius XM 5/4-6/4/15	21.63
1280905	GG/Facebook Ads 4/2-4/29/15	158.35
1311221	GG/Adobe-Bus Catalyst-webCommerce sub 5/1	38.88
15989	GG/Loop-Double Truck Special Advertising	1,265.60
178	GG/Lunch/SLO Marath Tourism Outreach 4/24-	7.99
19033	Eng/Scout Video Collection Unit/shipping	5,085.43
1951253	Air/renew-AirNav.com/affinity symbol 6/11/15-	211.00
218	CD/Lodging/CALED Ann Confr 4/20-4/22 D Jar	147.41
2224	GG/Lodging-less \$133.28 dep/ICSC Retail Conf	367.36
2338631	CH Anx/12x12 restroom sign/#2-9x6 restroom si	141.00
2717	Coun/Lodging-less \$133.28 dep/ICSC Retail Co	367.36
2725	GG/Lodging-less \$133.28 dep/ICSC Retail Conf	442.38
300001112	PD/CA Assoc Code Enforcement Officers-Meml	75.00
312-1	GG/Iced Tea/ICSC-Las Vegas 5/17-5/19/15 GG	3.35
312-2	GG/Iced Tea/ICSC-Las Vegas 5/17-5/19/15 MV	4.05
336	GG/Lunch/SLO Marath Tourism Outreach Bootl	10.05
366610	GG/Lodging/CALED Ann Confr 4/20-4/22 M V	111.70
4005505-1	PD/#24-MK3 First Defense Pepper 10	292.49
4447-114926	Air/18oz glass cleaner	6.44
4447-115753	Air/6pk vent stick/hose nozzle	18.79
513214709	Air/100 LL-Fuel test	12.92
513224434	Air/Jet A-Fuel test	7.95
528	GG/Lodging/Orange Co Marath Tour Booth 5/1-	151.70
5359	GG/Lunch/ICSC Retail Confr 5/19/15 M Vance	9.73
573139380	GG/Costco/knife/13gal bags/hand soap/paper pl	62.12
6116257	CH Anx/Amazon/mirror/#3-towel/seat cover disj	331.02
6563708	Air/AA 13-pk batteries	8.58
656744490	GG/Adobe-Creative Cloud May 2015	49.99
688009	Swr/Course Pkg-Op & Maint Wastewater Col Sy	113.68
81477183	CD/CoreLogic-Kern CA Property Rpt April 201	241.67
81579640	PD/Lodging/Public Records Act-Glendale 6/3-6/	264.94
820038785	CH Anx/Scars/range/microwave/refrigerator	1,612.47
828358100	GG/COM Event Ctr & Gr Fondo 2 yr Domain re	60.68
856-1	GG/bottled water/ICSC-Las Vegas 5/17-5/19/15	2.70
856-2	GG/bottled water/ICSC-Las Vegas 5/17-5/19/15	2.70
856-3	Coun/coffee/ICSC-Las Vegas 5/17-5/19/15 EG	2.71
89008	GG/Aerotech News/Desert Wings Ads May 2015	780.00
R317769703	GG/Lodging/SLO Marath Tourism Outreach 4/2-	444.02
XVGBZMYZF	PW/concrete stamp 5"x7"	263.80

15,799.75

Date Totals:

15,799.75

Accounts Payable

Checks by Date - Detail By Check Date

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			Check Amount
Check No:	42852	Check Date: 06/17/2015	
Vendor:	2893	Cardmember Service	
05042015		GG/Dinner-Springbrook Conf 5/4-5/7/15-DW	11.25
05042015-1		GG/train-Springbrook Conf 5/4-5/7/15-CT	2.50
05042015-2		GG/train-Springbrook Conf 5/4-5/7/15-DW	2.50
05072015-1		GG/train-Springbrook Conf 5/4-5/7/15-CT	2.50
05072015-2		GG/train-Springbrook Conf 5/4-5/7/15-DW	2.50
111101-1		Wtr/Labor-replaced WIF sensor 2011 RAM	120.75
111101-2		Wtr/Parts-WIF sensor 2011 RAM	46.01
275368-1		GG/Dinner-Springbrook Conf 5/4-5/7/15-CT	10.65
275368-2		GG/Dinner-Springbrook Conf 5/4-5/7/15-DW	10.65
32C3S359-1		Fin/Lodging-Springbrook Conf 5/4-5/7/15-CT	255.91
32C3S359-2		Fin/Lodging-Springbrook Conf 5/4-5/7/15-DW	255.91
416035-1		PD/Dinner-Public Records Act Training-AH	9.91
416035-2		PD/Dinner-Public Records Act Training-AT	9.91
416035-3		PD/Dinner-Public Records Act Training-JD	9.91
417012-1		PD/Lunch-Public Records Act Training-AH	9.33
417012-2		PD/Lunch-Public Records Act Training -AT	9.33
417012-3		PD/Lunch-Public Records Act Training-JD	9.33
717		GG/Lunch-Springbrook Conf 5/4-5/7/15-CT	8.60
829		GG/Dinner-Springbrook Conf 5/4-5/7/15-CT	6.70
904042		GG/gas-Springbrook Conf 5/4-5/7/15-CT/DW	45.32
			839.47
Check No:	42853	Check Date: 06/17/2015	
Vendor:	2810	Annette Henning	
06172015		PD/Mileage/DOJ Bureau Firearms Clovis 6/19-/	177.40
			177.40
Check No:	42854	Check Date: 06/17/2015	
Vendor:	3872	J Bruce	
G14011-PL-1		CH Anx/Rpl Ck#42711/Plumbing Prog Pay Est f	14,284.36
			14,284.36
Check No:	42855	Check Date: 06/17/2015	
Vendor:	3872	J Bruce	
G14011-PL-2		CH Anx/Plumbing Prog Pay Est #2	2,514.10
			2,514.10
Date Totals:			17,815.33
Report Total:			17,815.33

Accounts Payable

Checks by Date - Detail By Check Date

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			Check Amount
Check No:	42856	Check Date: 06/22/2015	
Vendor:	2963	AT&T	
6557583-1		PW/Acct#6618231917679-DSL Fax Calnet 2 3/4	-63.70
6557583-2		PW/Ban#9391006719-DSL Fax 4/6-5/5/15	35.09
6671207		PD/BAN#93910040069/PD telephone 5/6-6/5/15	408.48
6671376		Swr/BAN#9391006710/Scada 5/6-6/5/15	98.41
6671377		GG/BAN#9391006712/CH Line 1 5/6-6/5/15	412.31
6671378		Swr/BAN#9391006713/WWTP Office 5/6-6/5/15	115.21
6671379		Depot/BAN#9391006715/Depot 5/6-6/5/15	51.60
6671380		Swr/BAN#9391006716/Lift Station 5/6-6/5/15	18.42
6671381		GG/BAN#9391006717/CH Fax 5/6-6/5/15	66.61
6671382		Air/BAN#9391006718/AWOS 5/6-6/5/15	18.42
6671383		PW/Ban#9391006719-DSL Fax 5/6-6/5/15	35.01
6671384		Air/BAN#9391006720/Fuel Sys 5/6-6/5/15	18.42
6671385		LLD/BAN#9391006721/Auto dialer/1002 Apple	18.42
6671576		PD/BAN#9391009314/long distance 5/6-6/5/15	20.72
			1,253.42
Check No:	42857	Check Date: 06/22/2015	
Vendor:	3884	Lisa Bognuda-McKeller	
06092015		G Fondo/Refund 15% disc code June15-code de	14.70
			14.70
Check No:	42858	Check Date: 06/22/2015	
Vendor:	2178	The Daily Independent	
06162015		GG/1yr subscription renewal	174.72
			174.72
Check No:	42859	Check Date: 06/22/2015	
Vendor:	3885	Dell Financial Services	
77927527		IT/Upfront Sales Tax for VOIP system	8,932.79
			8,932.79
Check No:	42860	Check Date: 06/22/2015	
Vendor:	3807	Diamond Technologies	
14724		IT/Ubiquiti power over Ethernet injector-110 V-f	250.80
14732		IT/i7 processor/monitor/Govt Office software	1,582.35
14737		IT/SpectraCool compact/CX switch-uplinks/12-p	8,512.33
			10,345.48
Check No:	42861	Check Date: 06/22/2015	
Vendor:	3883	Mark Foronda	
06042015		Gr Fondo/refund duplicate payment	70.00
			70.00
Check No:	42862	Check Date: 06/22/2015	
Vendor:	3887	Chris Fulton	

06102015	Hot Dog Festival/Entertainment-Central Park	300.00
		<hr/> 300.00
Check No:	42863 Check Date: 06/22/2015	
Vendor:	0395 The Gas Company	
06092015-1	GG/non-residential heat/117 S Robinson St 5/14-	18.22
06092015-2	GG/non-residential heat/115 S Robinson St 5/14-	6.40
06122015-1	GG/non-residential heat/200 W Tehachapi Blvd :	14.79
06122015-2	PD/non-residential heat/220 W C St 5/14-6/5/15	213.77
06122015-3	Air/non-residential heat/409 Bryan Ct 5/14-6/5/1	43.47
06122015-4	Air/non-residential heat/100 Commercial Way 5/	14.79
		<hr/> 311.44
Check No:	42864 Check Date: 06/22/2015	
Vendor:	1822 Ed Grimes	
003854	Coun/Reimburse/Breakfast/Public Safety Policy	15.47
06102015	Coun/Reimburse/Lunch/Public Safety Policy Co	9.11
06152015	Coun/Reimburse/Mileage/Public Safety Policy C	376.05
		<hr/> 400.63
Check No:	42865 Check Date: 06/22/2015	
Vendor:	3888 Robin Hairston	
06102015	Hotdog Festival/Entertainment-Blue Mountain T	400.00
		<hr/> 400.00
Check No:	42866 Check Date: 06/22/2015	
Vendor:	3886 Vicki Jones	
06172015	Reimbursement for Cancelled Special Event	266.12
		<hr/> 266.12
Check No:	42867 Check Date: 06/22/2015	
Vendor:	3674 Secure On-Site Shredding	
2530379	PD/Acct#300421006/220 West C St May 2015	35.00
		<hr/> 35.00
Check No:	42868 Check Date: 06/22/2015	
Vendor:	2237 Tehachapi Community Orchestra	
06102015	Hotdog Festival/Entertainment-Coy Burnett	750.00
		<hr/> 750.00
Check No:	42869 Check Date: 06/22/2015	
Vendor:	1444 Tehachapi Police Explorers	
06102015	Hotdog Festival/Assistance-Central Park & Coy	250.00
		<hr/> 250.00
Check No:	42870 Check Date: 06/22/2015	
Vendor:	3371 Tehachapi POPS Orchestra	
06102015	Hotdog Festival/Entertainment-Central Park	500.00
		<hr/> 500.00
Check No:	42871 Check Date: 06/22/2015	
Vendor:	0426 Tehachapi-Cummings County Water District	
12728400	Wtr/usage/Svc Chg/Benz Sanitation 4/30-5/31/15	90.55
133700	LLD/usage/Svc Chg/Median 4/30-5/31/15	17.08
29697800	LLD/usage/Svc Chg/Landscaping 4/30-5/31/15	367.47
3028600-4/15	Wtr/Service Chg/Henway 4/30-5/31/15	4.50
45896700	Wtr/usage/Svc Chg/Chemtool 4/30-5/31/15	250.63

		Check Amount
47434500	LLD/usage/Svc Chg/Warrior Park 4/30-5/31/15	843.49
930404	Wtr/usage/Svc Chg/TUSD 4/30-5/31/15	2,160.92
		<hr/> 3,734.64
Check No:	42872 Check Date: 06/22/2015	
Vendor:	3011 Verizon Wireless	
9746531807	PD/Mobile Broadband 5/2-6/1/15	392.93
		<hr/> 392.93
Check No:	42873 Check Date: 06/22/2015	
Vendor:	3814 Jason Wyatt	
1188509	CH Anx/Reimburse/GH Slack/mill sill cover/#3-	37.47
2582777	CH Anx/Reimburse/Home Depot/spade bit/#2-T-	27.04
437005	CH Anx/Reimburse/Snider's Lock/#11-keys	31.65
		<hr/> 96.16
Date Totals:		28,228.03
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Accounts Payable

Checks by Date - Detail By Check Date

User: HThomas
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Vendor:	1866	Bear Valley CSD	
06222015-1		PD/Dispatch servies April 2015	35,381.95
06222015-2		PD/Dispatch servies May 2015	35,381.95
06232015		PD/Dispatch servies June 2015	35,381.95
			106,145.85
Check No:	42875	Check Date: 06/25/2015	
Vendor:	3274	Bright House Networks	
1061615		GG/Internet Service 6/21-7/20/15	173.76
			173.76
Check No:	42876	Check Date: 06/25/2015	
Vendor:	3885	Dell Financial Services	
78001939		IT/VOIP Rental 2015-2016	54,754.12
			54,754.12
Check No:	42877	Check Date: 06/25/2015	
Vendor:	2695	Home Depot Credit Services	
0010010		PW/#6-2x6-16' prem doug fir	70.17
0010025		Strts/#4-1" PVC male adapter/#2-1" PVC coupli:	17.75
0014880		Air/#3-1-1/2"couplings-pkg lot lights	2.39
0593827		Wtr/3/4" hosebibb vacuum breaker	6.26
1014822		Air/#4-elbow/#2-reducer bush/1-1/2"m term ada	23.93
1015652		Strts/#10-33G drawstring bags 50ct/50G XL blk	151.63
1023821		Constr/100' tape & 35' powerlock tape measures	45.50
1311786		Constr/#25-36" flat steel stakes	128.70
2014741		Air/#15-1 1/2 schedule 40x10/#4-elbow/PVC ca	92.98
2014745		PW/#10-42"84" steel wire remesh/#57-2" dobies	110.30
2014793		PW/#4-60lb sakrete concrete	10.84
2015576		Land/42G contractor trash bags 32pk	18.69
2022580		PW/2x4-16' prem doug fir	6.22
2301652		CH Anx/refund-2-wall cabinets/delivery fee/TUJ	-235.41
2311696		PW/#4-60lb sakrete concrete	10.04
2563418		Air/#2-1 1/2 Schedule 40x10ft/gloves XXL-pkg	21.17
2593731		CH Anx/#3-4' flourescent tubes/#20.42-floor bas	80.14
3015127		Constr/fish tape leader	16.53
3015132		Wtr/WD-40 12oz lube	4.27
3022544		PW/#2-2x4-16' prem doug fir	12.44
3022561		Constr/#3-2x4x96 sturdfloor	152.56
3023033		Constr/masonline/16G detach blower wet/dry va	137.79
3311729		Air/8 stranded THHN blk-500 ft-pkg lot lights	148.83
4015065		Land/16lb 9" galvanized fence post driver	30.04
4015072		Swr/air compressor oil	4.84
4015091		Swr/3/8x50 hybrid air hose	27.93
4015105		GG/#5-11W clr sign lamp bulb-Centennial Plza	21.85
4023007		GG/11W clr sign lamp bulb-Centennial Plza	4.38

4574031	Wtr/firm grp leather gloves	21.47
5015041	CH Anx/cabinets/mirror/TP holder/#14DPK case	1,629.64
5311721	Air/#9-3"concrete dobies w/wire	4.64
6014997	Air/#2-1 schedule 40x10'-pkg lot lights	6.40
7015326	Depo/1 chamber soap dispenser	10.73
7015335	Strts/#22-1/2" PVC Cap FPT	13.24
7015355	PD/#100-braided nylon/poly cord 3/8"x1'	59.74
721052	Swr/30G portable Vertical Elec Air Compressor	712.73
7311679	GG/5/32" staples 625pkg	2.17
7573439	GG/#6-11w clear sign lamp bulbs	26.22
7582230	PW/21oz steel curved hammer	31.14
7970541	CH Anx/7-wall-4 base cabinets/del fee/TUMR/2	2,837.83
8014516	PW/pool trowel/steel pool trowel/edger/midget t	92.58
8015270	Wtr/firm grp safety gloves/XL grip glove/Lg gri	24.02
8015274	Air/#2-EMt con/fitting/coupling/conduit/bushin	40.23
8015308	Strts/#2-1-1/2" PVC Cap slip	2.11
8015310	Air/#3-photocell/#2-1/2 bit/#3-1/4 bit/#2-3/4 bit/	115.26
9014454	PW/GDF stud/2x4x10 GDF/#2-2x4x12 GDF/#2-	22.54
9301663	PW/#150-Classic Rib 36" Colorfast metal 26 GA	488.59
9574967	Land/#6-1" PVC female adapters	6.32
9582179	Constr/#5-wall protect 5" Ivory/3 pc screwdriver	36.50
9583286	PW/2" masking tape	5.34

7,312.20

Check No: 42878 Check Date: 06/25/2015
 Vendor: 0842 Kern Transit
 03312015-1 Dial-A-ride March 2015/Operating Costs
 03312015-2 Dial-A-ride March 2015/Less Farebox Revenue
 03312015-3 Dial-A-ride March 2015/Sat Operating Costs
 03312015-4 Dial-A-ride March 2015/Less Sat Farebox Rever

12,490.92
 -478.98
 987.88
 -32.11

12,967.71

Check No: 42879 Check Date: 06/25/2015
 Vendor: 0372 Southern California Edison
 06092015-1 Strts/Tucker Rd/Hwy 202 5/1-6/1/15
 06092015-10 Strts/710 W Tehachapi Blvd 5/1-6/1/15
 06092015-11 Strts/Tehachapi Blvd/Dennison 5/1-6/1/15
 06092015-12 Strts/800 S Curry St 5/1-6/1/15
 06092015-13 Strts/Dennison/Brett Ave 5/1-6/1/15
 06092015-14 Strts/Goodrick Dr E/O Dennison 5/1-6/1/15
 06092015-15 Strts/Valley BL W/O Dennison 5/1-6/1/15
 06092015-16 Strts/100 W Tehachapi Blvd #B 5/6-6/5/15
 06092015-17 Strts/101 W F ST 5/6-6/5/15
 06092015-18 Strts/TR 2995 Oakwood/Valley 5/1-6/1/15
 06092015-19 LLD/TR 2995 Oakwood/Valley 5/1-6/1/15
 06092015-2 Strts/Mill & J St 5/1-6/1/15
 06092015-20 LLD/TR 2995 Oakwood/Valley 5/1-6/1/15
 06092015-21 Wtr/129 Brentwood Dr 5/7-6/8/15
 06092015-22 Swr/000000Tehachapi Blvd 4/28-5/28/15
 06092015-23 Strts/Tehachapi/Tucker 5/1-6/1/15
 06092015-24 LLD/180 Valley 5/7-6/8/15
 06092015-25 LLD/115 Manzanita Ln 5/7-6/8/15
 06092015-26 LLD/311 Sutter St 5/7-6/8/15
 06092015-27 LLD/501 1/2 Pinon 5/7-6/8/15
 06092015-28 LLD/Pinon St/East Orchard/Curry St 5/1-6/1/15
 06092015-29 LLD/Industrial Pkwy/Curry St 5/1-6/1/15
 06092015-3 Strts/TR 4536 Mulberry AP 5/1-6/1/15
 06092015-4 Strts/Mill & J St 5/1-6/1/15

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 320.79
 66.61
 55.48
 109.50

06092015-5	Strts/F ST E/O Mulberry 5/1-6/1/15	260.82
06092015-6	Strts/213 W 1 St 5/1-6/1/15	11.13
06092015-7	Strts/Highline & Curry 5/1-6/1/15	16.55
06092015-8	Strts/Mill ST S/O E St 5/1-6/1/15	11.13
06092015-9	Strts/Tucker/Valley 5/1-6/1/15	171.43
06102015-1	Strts/1300 Goodrick Dr #Z 5/8-6/8/15	27.63
06102015-10	LLD/Dennison/Pinon St 5/1-6/1/15	1,203.38
06102015-11	LLD/Mill St/D St 5/1-6/1/15	67.42
06102015-12	Drain/409 Bailey Ct 5/8-6/9/15	44.10
06102015-19	Air/Dennison S/O HWY 58 5/1-6/1/15	132.52
06102015-2	Strts/Mulberry/Brentwood 5/1-6/1/15	72.21
06102015-20	Air/314 N Hayes St 5/1-6/1/15	111.06
06102015-3	Wtr/Whit Oak Extnd-E-Curry 5/7-6/8/15	1,209.70
06102015-4	Swr/755 Steuber Well 5/8-6/9/15	856.84
06102015-5	LLD/Manzanite/Green 5/1-6/1/15	267.51
06102015-6	LLD/1199 Canyon Drive East 5/8-6/9/15	28.25
06102015-7	LLD/1200 S Dennison 5/8-6/9/15	28.27
06102015-8	LLD/1202 S Dennison 5/8-6/9/15	29.53
06102015-9	LLD/1000 Canyon Dr W 5/8-6/9/15	28.49
06112015-1	Wtr/126 S Snyder Ave 5/8-6/9/15	41.49
06112015-2	Wtr/NW Cor Anita/Dennison 5/8-6/9/15	3,201.93
06112015-3	LLD/115 Manzanita St 5/8-6/9/15	28.54
06112015-4	Strts/209 E Highline Rd PED 5/8-6/9/15	28.10
06182015	Strts/800 S Curry St #A 5/18-6/17/15	47.72
06202015-1	Strts/Cury St S/O Pinon St 5/7-6/8/15	18.53
06202015-10	Air/314 N Hayes St 5/19-6/18/15	124.87
06202015-11	Air/9999 1/2 Hayes 5/19-6/18/15	90.24
06202015-12	Air/316 S Mojave St 5/19-6/18/15	44.35
06202015-13	Air/314 N Hayes St PAPI 5/19-6/18/15	29.21
06202015-14	Air/409 Bryan Ct 5/19-6/18/15	258.41
06202015-15	Air/West End Teh Airport 5/19-6/18/15	38.64
06202015-16	Air/314 N Hayes St #B 5/19-6/18/15	323.94
06202015-17	Air/NE Cor Teh Airport 5/19-6/18/15	309.83
06202015-18	Air/314 N Hayes St #G3 5/19-6/18/15	39.23
06202015-2	PW/800 Enterprise 5/1-6/1/15	101.72
06202015-3	PW/800 Enterprise Shop 5/19-6/18/15	249.72
06202015-4	Swr/800 Enterprise 5/19-6/18/15	487.70
06202015-5	GG/115 S Robinson St 5/19-6/18/15	1,176.04
06202015-6	GG/117 S Robinson St 5/19-6/18/15	597.83
06202015-7	GG/303 E D St 5/19-6/18/15	39.00
06202015-8	PW/100 Commercial Way 5/19-6/18/15	179.22
06202015-9	PW/101 Commercial Way 5/19-6/18/15	124.21

24,862.72

Check No: 42880 Check Date: 06/25/2015
 Vendor: 2676 USPS-Hasler
 06232015 GG/Postage Acct #216528/Agr #400086982

1,000.00

1,000.00

Date Totals: 207,216.36

Report Total: 207,216.36

Accounts Payable

Checks by Date - Detail By Check Date

User: HThomas
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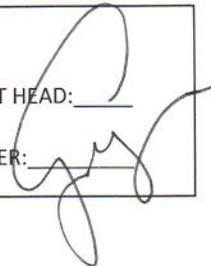
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Check No:	42884	Check Date: 06/30/2015	
Vendor:	0155	FedEx	
570970450110		CH Anx/Ppd domestic/Beach Wire & Cable	12.95
570970450121		CH Anx/Ppd domestic/Beach Wire & Cable	12.95
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570970450143		CH Anx/Ppd domestic/Beach Wire & Cable	12.95
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570970450176		CH Anx/Ppd domestic/Beach Wire & Cable	12.95
570970450187		Eng/2 day package/AECOM-B Nelson	38.80
570970450198		Eng/St Overnight pak/AECOM-B Nelson	27.09
570970450202		Eng/2 day tube/AECOM-B Nelson	30.85
570970450213		Eng/2 day pak/AECOM-B Nelson	19.47
602096150301		Eng/St Overnight tube/AECOM-B Nelson	35.47
602096150312		Eng/St Overnight tube/J Larson	35.47
858045565942		Fin/St Overnight envelope/Auditor Contract-Cou	20.50
			298.00
Check No:	42885	Check Date: 06/30/2015	
Vendor:	0661	David A. James	
06172015		CD/Reimburse-2-Coffee Travelers-Enhanced Inf	29.90
			29.90
Check No:	42886	Check Date: 06/30/2015	
Vendor:	1071	Main Street Tehachapi Inc.	
04272015		GG/Chili cookoff-Jalapeno Sponsor-News Paper	500.00
			500.00
Check No:	42887	Check Date: 06/30/2015	
Vendor:	3890	Movieslide	
1675		GG/#3-Slide designs for movie theater	375.00
			375.00
Check No:	42888	Check Date: 06/30/2015	
Vendor:	2236	Pacific West Sound Inc.	
21075		Hot Dog Fest 2015-Sound System Show	1,400.00
21077		Tehachapi Fireworks Show 2015-Sound System	1,400.00
			2,800.00
Check No:	42889	Check Date: 06/30/2015	
Vendor:	2153	Michael Pera	
515201		Constr/Reimburse-Tractor umbrella top	118.24
			118.24
Check No:	42890	Check Date: 06/30/2015	
Vendor:	1958	Kevin Phillips	
311461		PD/Service Call-lube & adjust 12x10 sec door/cx	225.00

			Check Amount
			225.00
Check No:	42891	Check Date: 06/30/2015	
Vendor:	3891	Zach Stewart	
06292015		Wtr/Refund/New Account Deposit-Acct not esta	170.00
			170.00
Check No:	42892	Check Date: 06/30/2015	
Vendor:	0433	Tehachapi Recycling	
0432015		Recycling Contract Period 10	14,748.31
			14,748.31
Check No:	42893	Check Date: 06/30/2015	
Vendor:	0434	Tehachapi Sanitation	
0402215		Kern County Gate Fees Per iod 10	14,696.95
0422015		Refuse Contract Period 10	69,625.35
			84,322.30
Check No:	42894	Check Date: 06/30/2015	
Vendor:	3616	Valley Cycle and Motorsports	
06302015-1		PW/Polaris Ranger Green 570 FS UTV	7,258.78
06302015-2		Wtr/Polaris Ranger Green 570 FS UTV	4,839.20
			12,097.98
Check No:	42895	Check Date: 06/30/2015	
Vendor:	3615	Michelle Vance	
06292015-1		Hot Dog Festival 2015-Change for games	80.00
06292015-2		Hot Dog Festival 2015-Wiener Dog Awards-1st/	350.00
			430.00
Date Totals:			116,114.73
Report Total:			116,114.73



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

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

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: AARON PRICE, CODE ENFORCEMENT OFFICER

DATE: JULY 6, 2015

SUBJECT: DRUG HOUSE AND CHRONIC NUISANCE ORDINANCE

BACKGROUND

Like many communities the City of Tehachapi has a relatively small number of properties which significantly impact the community with repeated criminal activity, which create a public nuisance and interferes with the comfortable enjoyment of life or property by an entire community. In order to alleviate this problem, staff has prepared an ordinance which addresses drug houses and locations with repetitive calls for police services which constitute a chronic nuisance. The proposed ordinance provides a punitive element as well as a cost recovery mechanism. The City will have the ability to impose and collect from the owner and occupant the cost of law enforcement services that exceed the cost of providing normal law enforcement services city-wide, if such excess costs are attributed to abating a nuisance that has occurred or is maintained on the property. The proposed ordinance allows enforcement actions against property owners and tenants who allow repeated illegal activities on their property. The proposed ordinance will serve to improve the quality of life for our law abiding citizens living in neighborhoods where chronic nuisance locations exist.

RECOMMENDATION

Introduce an Ordinance of the City Council of the City of Tehachapi adding chapter 9.28 to the Tehachapi Municipal Code prohibiting drug houses and chronic nuisance properties.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI ADDING CHAPTER 9.28 TO THE TEHACHAPI MUNICIPAL CODE PROHIBITING DRUG HOUSES AND CHRONIC NUISANCE PROPERTIES.

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

Section 1. AMENDMENTS.

Chapter 9.28 attached hereto as Exhibit "A" and by this reference made a part hereof. Is hereby added to the Tehachapi Municipal Code.

Section 2. SEVERABILITY.

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

Section 3. EFFECTIVE DATE.

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

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi on the 6th day of July, 2015.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 20TH day of July, 2015, by the following votes:

AYES: _____

NOES: _____

ABSTAIN: _____

SUSAN WIGGINS, Mayor of
the City of Tehachapi, California

ATTEST:

TORI MARSH, City Clerk
of the City of Tehachapi, California

EXHIBIT A

CHAPTER 9.28

DRUG HOUSE AND CHRONIC NUISANCE PROPERTY ORDINANCE

Sections:

9.28.010 Short Title

9.28.020 Purpose

9.28.030 Definitions

9.28.040 Chronic nuisance prohibited

9.28.050 Penalty

9.28.060 Nuisance Property Notice of Violation

9.28.070 Notice of Cost Recovery

9.28.080 Cost recovery

9.28.090 Property owner's affirmative defense

9.28.100 Appeal

9.28.010 - Short title. This chapter shall be known as and may be cited as the "Drug house and chronic nuisance property ordinance."

9.28.020 - Purpose. The purpose of this chapter is to allow enforcement actions against property owners and tenants who allow repeated illegal activity on their property. This chapter will also impose on and collect from the owner and occupant of real property the cost for law enforcement services that exceed the cost of providing normal law enforcement services city-wide, if such excess costs are attributed to abating a nuisance that has occurred or is maintained on the property. Nothing contained in this chapter shall be construed to prevent the city from exercising the authority and procedures authorized under any other section of local, state or federal law.

9.28.030 - Definitions. For the purpose of this chapter, the following definitions shall apply:

- A. "Call for law enforcement service" means any reporting of criminal activity that is reasonably likely to, and that actually does, result in a response by the Tehachapi Police Department or any other law enforcement agency.
- B. "Chronic nuisance property" means property that has generated four or more nuisance service calls during any twelve (12) month period.
- C. "City" means the city of Tehachapi.
- D. "City manager" means the city manager of the city or his duly authorized representative.
- E. "Nuisance activity" means any of the following activities, behaviors, or conduct on or near a subject property whenever engaged in by property owners, operators, tenants, occupants, or persons associated with a property :
 - 1. Sales, distribution, manufacturing, cultivation, storage, transportation or use of any controlled substance or paraphernalia, prohibited under state or federal law.
 - 2. Allowing animals to run at large from the location in violation of Sections 6.04.040 or 6.08.080 of this code.
 - 3. Barking dogs or other animals creating a public nuisance as defined in section 6.08.110 of this code.
 - 4. Disturbing the peace in violation of Section 415 of the California Penal Code.
 - 5. Manufacturing, giving away, selling, offering for sale, soliciting the sale of, possessing, purchasing, using, igniting, exploding, firing or otherwise discharging any fireworks, weapon, or toy weapon in

violation of section 9.16.010 of this code.

6. Any form of assault as defined in Section 240 of the California Penal Code and/or battery as defined in Section 242 of the California Penal Code; provided, however, that a violation of Section 273.5 of the California Penal Code shall not be considered a nuisance activity for purposes of this section.
 7. Occupying a dwelling, vehicle, garage or other structure after a property has been posted and declared uninhabitable, substandard or unsafe, by any city official.
 8. Loitering in violation of Chapters 9.20.020 of this code.
 9. The storage, buying, selling, or possession of any stolen property.
 10. The commission of any felony prohibited under state or federal law.
 11. Anything which is injurious to health, or is indecent, or offensive to the senses, or is an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by any considerable number of persons, as provided in Penal Code Sections 370 and 371.
- F. "Nuisance service call" means a call for law enforcement service that is a verifiable event and that is for nuisance activity.
- G. "Person associated with" means any person who, whenever engaged in a nuisance activity, enters, patronizes, visits or attempts to enter, patronize or visit, a property including any officer, director, customer, agent, employee or independent contractor of a property owner, tenant, or occupant.
- H. "Property" means any parcel of land or structure, regardless of zoning, residential or business classification.
- I. "Verifiable event" means any of the following:

1. An event that is initially observed by a peace officer as defined in the California Penal Code, a Code Enforcement Officer, or an Animal Control Officer.
2. A call for law enforcement service to the Tehachapi Police Department or any other law enforcement agency by a known person who is identifiable to support the event.
3. A call for service to the Tehachapi Police Department by an unknown person if the event is substantiated by a peace officer as defined by the California Penal Code, a Code Enforcement Officer, an Animal Control Officer, or a witness.

9.28.040 - Chronic nuisance prohibited. It shall be unlawful for any property owner, tenant, or person associated with a property to allow the establishment of, keep, maintain, or fail to abate a chronic nuisance property after being served with a notice of violation, or notice of abatement.

9.28.050 - Penalty. A violation of this section is punishable as a misdemeanor or chargeable at the District Attorney's or City Prosecutor's discretion.

9.28.060 - Nuisance Property notice of violation.

A. When the city manager or his designee determines that there have been two or more nuisance service calls to the same property within any twelve (12) month period, the city manager or his designee may issue a written notice of violation to the owner of the property and tenant, if applicable. The notice of violation may be served upon the owner of the property by regular mail, to the mailing address indicated on the last equalized assessment roll of the Kern County Assessor's Office. The notice of violation may be served upon a tenant by regular mail, at the tenant's last known address. The service of a notice of violation shall be prima facie evidence that the owner or tenant served is the person in control of the property and has knowledge of and has permitted subsequent conduct or

behavior at or upon the property.

B. The notice of violation authorized by this section shall:

1. Identify the type and specific location of nuisance service call(s), including tenant or lessee names where applicable.
2. Warn the owner of the property and any tenant that future nuisance service calls may subject them jointly and severally to civil fines and/or criminal prosecution.
3. Warn the owner of the property and any tenant that future nuisance service calls may subject them jointly and severally to liability for the cost associated with any response to such nuisance service call, based upon the actual cost of the response.

9.28.070 - Notice of cost recovery.

A. When the city manager, or his designee, determines that there have been four or more nuisance service calls, at the same property within any twelve (12) month period, a written notice of cost recovery will be issued to the owner of the property and to all tenants. The notice of cost recovery may be served upon the owner of the premises by regular mail, to the mailing address indicated on the last equalized assessment roll of the Kern County Assessor's Office. The notice of cost recovery may be served upon a tenant by regular mail, to the tenant's last known address. The service of a notice of cost recovery as provided in this Section 9.28.070 shall be prima facie evidence that the owner or tenant served has knowledge of and has permitted subsequent conduct or behavior at or upon the property.

B. The notice of cost recovery required by this Section 9.28.070 may be in a form substantially similar to that set forth in Section 15.04.101, but at a minimum shall:

1. State that the property constitutes a chronic nuisance property in violation of this chapter.
2. Identify the type and specific location of nuisance service calls,

including tenant or lessee names, where applicable.

3. Summarize the evidence of the nuisance occurring on the property.
4. Provide the dates on which the nuisance service calls were made and the dates of any prior responses by the Tehachapi Police Department or other law enforcement agencies to nuisance incidents on or at the property.
5. Warn the owner of the property and any tenant that future nuisance service calls will subject them jointly and severally to liability for the cost associated with any response to such nuisance service call, based upon the actual cost of the response.

C. A subsequent and separate Notice of Cost Recovery shall be issued pursuant to this section for each and every nuisance service call received after the first Notice of Cost Recovery is issued.

9.28.080 - Cost recovery.

A. When an notice of cost recovery has been served as set forth in Section 9.28.070, the owner of the property and any tenant shall be jointly and severally responsible for each successive nuisance incident occurring on the property and shall be jointly and severally responsible for payment of any and all costs associated with each successive nuisance service call within any twelve (12) month period. The cost of a response shall include, without limitation, the gross salaries, including all benefits and overhead paid to the responding employees of the Tehachapi Police Department, city administrative costs, the pro rata cost of all equipment and the cost of repairs to any equipment or property owned by the City of Tehachapi that is damaged in responding to the nuisance service call.

B. The costs of the response shall be included in a statement of costs, which shall be prepared and served subject to the provisions of Section 9.28.070 and 8.28.070. If a statement of abatement costs or any associated fines are not timely paid, the city may cause a nuisance abatement lien to be recorded upon the property pursuant to Section 8.28.120 of this code.

9.28.090 - Property owner's affirmative defense.

When a chronic nuisance property is occupied by, in the possession of or under the exclusive control of a tenant, it shall constitute an affirmative defense to the imposition of liability pursuant to Section 9.28.050 that the owner of the chronic nuisance property has completed unlawful detainer proceedings against the tenant or tenants responsible for the nuisance service call. The property owner shall not relet any portion of the property to a tenant evicted pursuant to this section.

9.28.100 – Appeal. Any property owner or tenant may appeal a notice of violation or notice of cost recovery, subject to filing an appeal within 10 days of issuance, in writing to with city manager which shall be heard before a hearing officer in the same manner as set forth in Sections 8.28.060 and 8.28.070.

COUNCIL REPORTS

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JUNE 30, 2015

SUBJECT: AMENDMENT TO ADOPTED SALARY PLAN

BACKGROUND

As the Council is aware, the California Public Employee Retirement System (CalPERS) requires that the City repeal the previously adopted salary plan in its entirety and adopt a new resolution when any changes are made. The Salary Plan for fiscal year 2015-16 was adopted on June 1, 2015 for all employees including COPS and Public Works union represented groups. The adopted Salary Plan included a 1.3% increase Cost of Living Adjustment (COLA). However, the represented Public Works employees cannot be included since negotiations have not yet been completed.

Listed are the amendments made to the Salary Plan adopted on June 1, 2015.

1. Inclusion of certain non-represented employees who were inadvertently left out: 1.3% COLA was not originally included.
2. COPS represented employees – No changes as negotiations were previously completed
3. Public Works represented employees – removal of 1.3% COLA – currently in negotiations

These changes will be applied effective July 11, 2015.

RECOMMENDATION

Adopt resolution establishing the Salary Plan for each position classification in city service and repeal Resolution 37-15.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA ESTABLISHING THE SALARY
PLAN FOR EACH POSITION CLASSIFICATION IN CITY
SERVICE AND REPEALING RESOLUTION NO. 37-15**

WHEREAS, The City Council of the City of Tehachapi may from time to time negotiate changes to a plan of compensation for Employees of the City of Tehachapi who are represented by an employee organization; and

WHEREAS, The City and the Public Works employees, who are represented by the Federation of Public Service Employees, are currently in on-going negotiations regarding an initial Memorandum of Understanding regarding hours, wages, and term of conditions of employment; and

WHEREAS, The California Public Employee Retirement System (CalPERS) is requiring the City Council of the City of Tehachapi to repeal Resolution No. 37-15 in its entirety and adopt a new resolution when changes are made to the previously adopted salary plan; and

WHEREAS, The City Council of the City of Tehachapi adopted Resolution No. 37-15 on June 1, 2015 establishing a salary plan; and

WHEREAS, The City Council of the City of Tehachapi desires to wait until the negotiation process has either reached an agreement with the employee organization or exhausted the impasse procedures before it can adopt an updated "Salary Plan" for

City Employee Position Classifications of represented employees; and

WHEREAS, The City Manager has prepared and recommended an updated "Salary Plan" for City Employee Position Classifications; and

WHEREAS, The City Council of the City of Tehachapi desires to adopt an updated "Salary Plan" for all City Employee Position Classifications.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY, AS FOLLOWS:

- Section 1 That the Salary Plan set forth in Exhibit "A", which is attached hereto and made a part hereof shall be the Salary Plan for the City of Tehachapi.
- Section 2 That the effective date of said Salary Plan shall be July 11, 2015.
- Section 3 That Resolution No. 37-15 is hereby repealed in its entirety.
- Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 6th day of July, 2015.

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

Susan Wiggins, Mayor of
City of Tehachapi, California

ATTEST:

TORI MARSH, City Clerk of the
City of Tehachapi, California

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

TORI MARSH, City Clerk of the
City of Tehachapi, California

CITY OF TEHACHAPI
SALARY PLAN FY 2015/2016

1.3% Cost of Living Increase

FULL TIME	MONTHLY																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Development Services Dir	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Planning Manager	6255	6411	6571	6735	6904	7076	7253	7434	7620	7810	8006	8206	8412	8623	8838	9059	9286	9518	9804
Senior Planner	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Planner	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Economic Dev Coordinator	3922	4021	4121	4224	4330	4438	4549	4663	4779	4899	5021	5147	5276	5407	5542	5681	5823	5969	6148
City Engineer	6881	7052	7228	7409	7594	7783	7978	8178	8382	8591	8806	9027	9253	9485	9722	9965	10215	10470	10784
Associate Engineer	5568	5708	5850	5997	6147	6301	6459	6620	6785	6955	7129	7307	7489	7677	7869	8066	8268	8475	8728
Assistant Engineer	4581	4695	4813	4933	5057	5184	5313	5446	5582	5721	5864	6011	6161	6315	6473	6635	6801	6971	7180
Engineering Assistant	3552	3641	3732	3825	3920	4019	4119	4222	4328	4436	4546	4660	4776	4896	5018	5144	5273	5404	5566
Chief Building Official	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Building Inspector	3552	3641	3732	3825	3920	4019	4119	4222	4328	4436	4546	4660	4776	4896	5018	5144	5273	5404	5566
Development Services Tech	3506	3594	3684	3776	3871	3968	4067	4168	4273	4379	4489	4601	4717	4834	4955	5078	5205	5334	5495
Finance Director	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Financial Services Manager	6255	6411	6571	6735	6904	7076	7253	7434	7620	7810	8006	8206	8412	8623	8838	9059	9286	9518	9804
Accountant II	4710	4828	4949	5072	5199	5328	5462	5599	5739	5882	6029	6180	6335	6493	6655	6822	6992	7167	7382
Accountant I	4117	4220	4326	4434	4544	4658	4774	4894	5016	5142	5271	5402	5537	5676	5818	5964	6112	6265	6454
HR Coordinator	3506	3594	3684	3776	3871	3968	4067	4168	4273	4379	4489	4601	4717	4834	4955	5078	5205	5334	5495
Accounting Technician	3059	3136	3214	3294	3376	3460	3547	3636	3727	3820	3915	4014	4114	4217	4322	4431	4541	4655	4795
Account Clerk	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Assistant City Manager	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Administrative Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Senior Administrative Asst	3187	3267	3349	3433	3519	3607	3697	3790	3885	3982	4081	4184	4288	4395	4505	4617	4733	4851	4997
Administrative Asst II	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Administrative Asst I	2329	2387	2447	2508	2571	2636	2701	2769	2838	2909	2982	3057	3134	3212	3292	3375	3459	3546	3652
Public Works Director	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Public Works Manager	4843	4964	5088	5215	5345	5479	5616	5756	5900	6047	6199	6354	6513	6676	6843	7015	7189	7369	7589
Public Works Supervisor	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Lead Maintenance Worker	3787	3882	3978	4077	4180	4285	4392	4501	4614	4730	4849	4970	5094	5221	5352	5486	5623	5764	5937
Senior Maintenance Worker	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Maintenance Worker II	3143	3222	3303	3386	3472	3559	3648	3739	3832	3928	4027	4127	4230	4336	4444	4555	4669	4785	4929
Maintenance Worker I	2866	2938	3012	3087	3165	3244	3326	3409	3494	3582	3671	3763	3857	3953	4052	4153	4257	4363	4494
Utilities Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099

Previously Adopted Plan - June 1, 2015

CITY OF TEHACHAPI
SALARY PLAN FY 2015/2016

1.3% Cost of Living Increase

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Utilities Supervisor	4581	4695	4813	4933	5057	5184	5313	5446	5582	5721	5864	6011	6161	6315	6473	6635	6801	6971	7180
Chief Wastewater Operator	3976	4076	4179	4284	4392	4502	4614	4730	4848	4969	5094	5221	5351	5485	5622	5763	5906	6054	6236
Senior Wastewater Operator	3787	3882	3978	4077	4180	4285	4392	4501	4614	4730	4849	4970	5094	5221	5352	5486	5623	5764	5937
Wastewater Operator II	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Wastewater Operator I	3293	3375	3459	3546	3635	3726	3819	3914	4012	4113	4216	4321	4430	4540	4654	4770	4890	5012	5162
Lead Water Systems Operator	3976	4076	4179	4284	4392	4502	4614	4730	4848	4969	5094	5221	5351	5485	5622	5763	5906	6054	6236
Senior Water Systems Operator	3787	3882	3978	4077	4180	4285	4392	4501	4614	4730	4849	4970	5094	5221	5352	5486	5623	5764	5937
Water Systems Operator II	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Water Systems Operator I	3293	3375	3459	3546	3635	3726	3819	3914	4012	4113	4216	4321	4430	4540	4654	4770	4890	5012	5162
Lead Landscape Maintenance	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Fleet Coordinator	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Police Chief	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Lieutenant	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Sergeant	4117	4220	4326	4434	4544	4658	4774	4894	5016	5142	5271	5402	5537	5676	5818	5964	6112	6265	6454
Senior Officer	3518	3606	3696	3789	3884	3981	4080	4183	4287	4394	4504	4616	4732	4850	4972	5096	5224	5355	5516
Officer	3301	3383	3469	3556	3645	3736	3829	3925	4024	4124	4227	4333	4441	4552	4666	4782	4902	5024	5175
Code Enforcement Officer	3143	3222	3303	3386	3472	3559	3648	3739	3832	3928	4027	4127	4230	4336	4444	4555	4669	4785	4929
Executive Asst to the Chief	3187	3267	3349	3433	3519	3607	3697	3790	3885	3982	4081	4184	4288	4395	4505	4617	4733	4851	4997
Police Clerk	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Airport Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Airport Operations Coordinator	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329

PART-TIME (HOURLY)

PT Laborer	15.50	15.89	16.29	16.70	17.12	17.55	17.99	18.44	18.90	19.37
PT Office Assistant	14.76	15.13	15.51	15.90	16.30	16.71	17.13	17.56	18.00	18.45

ELECTED / CONTRACT

City Council (Elected)	\$300 per Month
City Clerk (Elected)	\$300 per Month
City Treasurer (Elected)	\$300 per Month

City Manager
City Attorney
Per Contract ~ \$14,313/month as of July 1, 2014
Per Contract ~ \$130/hour as of July 1, 2014

Date Adopted:
Date Effective:

CITY OF TEHACHAPI
Salary Plan FY 2015/2016

1.3% Cost of Living Increase **AMENDMENT #1**

	MONTHLY																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Development Services Dir	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Planning Manager	6255	6411	6571	6735	6904	7076	7253	7434	7620	7810	8006	8206	8412	8623	8838	9059	9286	9518	9804
Senior Planner	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Planner	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Economic Dev Coordinator	3922	4021	4121	4224	4330	4438	4549	4663	4779	4899	5021	5147	5276	5407	5542	5681	5823	5969	6148
City Engineer	6881	7052	7228	7409	7594	7783	7978	8178	8382	8591	8806	9027	9253	9485	9722	9965	10215	10470	10784
Building Inspector	3552	3641	3732	3825	3920	4019	4119	4222	4328	4436	4546	4660	4776	4896	5018	5144	5273	5404	5566
Development Services Tech	3506	3594	3684	3776	3871	3968	4067	4168	4273	4379	4489	4601	4717	4834	4955	5078	5205	5334	5495
Finance Director	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Financial Services Manager	6255	6411	6571	6735	6904	7076	7253	7434	7620	7810	8006	8206	8412	8623	8838	9059	9286	9518	9804
Accountant II	4710	4828	4949	5072	5199	5328	5462	5599	5739	5882	6029	6180	6335	6493	6655	6822	6992	7167	7382
Accountant I	4117	4220	4326	4434	4544	4658	4774	4894	5016	5142	5271	5402	5537	5676	5818	5964	6112	6265	6454
HR Coordinator	3506	3594	3684	3776	3871	3968	4067	4168	4273	4379	4489	4601	4717	4834	4955	5078	5205	5334	5495
Accounting Technician	3059	3136	3214	3294	3376	3460	3547	3636	3727	3820	3915	4014	4114	4217	4322	4431	4541	4655	4795
Account Clerk	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Assistant City Manager	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Administrative Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Senior Administrative Asst	3187	3267	3349	3433	3519	3607	3697	3790	3885	3982	4081	4184	4288	4395	4505	4617	4733	4851	4997
Administrative Asst II	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Administrative Asst I	2329	2387	2447	2508	2571	2636	2701	2769	2838	2909	2982	3057	3134	3212	3292	3375	3459	3546	3652
Public Works Director	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Public Works Manager	4843	4964	5088	5215	5345	5479	5616	5756	5900	6047	6199	6354	6513	6676	6843	7015	7189	7369	7589
Utilities Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Utilities Supervisor	4581	4695	4813	4933	5057	5184	5313	5446	5582	5721	5864	6011	6161	6315	6473	6635	6801	6971	7180
Public Works Supervisor	3872	3969	4068	4170	4274	4381	4491	4603	4718	4836	4957	5081	5208	5338	5471	5608	5748	5892	6069
Construction Supervisor	3872	3969	4068	4170	4274	4381	4491	4603	4718	4836	4957	5081	5208	5338	5471	5608	5748	5892	6069
Construction Worker	3251	3332	3415	3500	3588	3678	3770	3864	3961	4060	4162	4266	4373	4482	4594	4709	4827	4948	5096
Chief W/T Plant Operator	3682	3774	3868	3965	4064	4166	4270	4377	4486	4598	4713	4831	4952	5076	5203	5333	5466	5603	5771
Wtr & Swr Operator II	3356	3440	3526	3614	3704	3797	3892	3989	4089	4191	4296	4403	4513	4626	4742	4861	4983	5108	5261
Wtr & Swr Operator I	3251	3332	3415	3500	3588	3678	3770	3864	3961	4060	4162	4266	4373	4482	4594	4709	4827	4948	5096
Lead Maintenance Worker	3251	3332	3415	3500	3588	3678	3770	3864	3961	4060	4162	4266	4373	4482	4594	4709	4827	4948	5096
Maintenance Worker	3103	3181	3261	3343	3427	3513	3601	3691	3783	3878	3975	4074	4176	4280	4387	4497	4609	4724	4866
Lead Landscape Maintenance	3103	3181	3261	3343	3427	3513	3601	3691	3783	3878	3975	4074	4176	4280	4387	4497	4609	4724	4866

CITY OF TEHACHAPI
Salary Plan FY 2015/2016

1.3% Cost of Living Increase **AMENDMENT #1**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Police Chief	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Lieutenant	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Sergeant	4117	4220	4326	4434	4544	4658	4774	4894	5016	5142	5271	5402	5537	5676	5818	5964	6112	6265	6454
Senior Officer	3518	3606	3696	3789	3884	3981	4080	4183	4287	4394	4504	4616	4732	4850	4972	5096	5224	5355	5516
Officer	3301	3383	3469	3556	3645	3736	3829	3925	4024	4124	4227	4333	4441	4552	4666	4782	4902	5024	5175
Code Enforcement Officer	3143	3222	3303	3386	3472	3559	3648	3739	3832	3928	4027	4127	4230	4336	4444	4555	4669	4785	4929
Executive Asst to the Chief	3187	3267	3349	3433	3519	3607	3697	3790	3885	3982	4081	4184	4288	4395	4505	4617	4733	4851	4997
Police Clerk	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Airport Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Airport Operations Coordinator	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329

PART-TIME (HOURLY)

PT Laborer	15.50	15.89	16.29	16.70	17.12	17.55	17.99	18.44	18.90	19.37
PT Office Assistant	14.95	15.32	15.70	16.09	16.49	16.90	17.32	17.75	18.19	18.64

ELECTED / CONTRACT

City Council (Elected)	\$300 per Month
City Clerk (Elected)	\$300 per Month
City Treasurer (Elected)	\$300 per Month
City Manager	Per Contract ~ \$14,499/month as of July 1, 2014
City Attorney	Per Contract ~ \$130/hour as of July 1, 2014

Date to be Adopted:	July 6, 2015	Resolution #	Proposed
Date Effective:	July 11, 2015		



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

[Handwritten signature]

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 1, 2015

SUBJECT: NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 33W

BACKGROUND

Kenneth and Della Hetge recently purchased hangar 33W located at the Tehachapi Municipal Airport. The Hetge's are requesting a new Non-Commercial Hangar Ground Lease Agreement with a term starting on July 1, 2015.

FISCAL IMPACT

Rental Payment:

\$82.00/month

\$984.00/year

RECOMMENDATION

APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 33W BETWEEN THE CITY OF TEHACHAPI AND KENNETH AND DELLA HETGE

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport Hangar 33W)

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 6th day of July, 2015, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and Kenneth and Della Hetge, 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 July 1, 2015, and terminating on June 30, 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 \$82.00 per month payable in advance on the first day of each month commencing July 1, 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: Kenneth and Della Hetge
20251 Woodford-Tehachapi
Tehachapi, CA 93561

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:

CITY OF TEHACHAPI

By: _____
SUSAN WIGGINS
Mayor of the City of Tehachapi, California

LESSEE:

By: _____
KENNETH HETGE

By: _____
DELLA HETGE



Mountain Paint & Supply



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: JULY 6, 2015 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 1, 2015

SUBJECT: NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 55W

BACKGROUND

James C. Walter recently purchased hangar 55W located at the Tehachapi Municipal Airport. Mr. Walter is requesting a new Non-Commercial Hangar Ground Lease Agreement with a term starting on July 1, 2015.

FISCAL IMPACT

Rental Payment:

\$73.50/month

\$882.00/year

RECOMMENDATION

APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 55W BETWEEN THE CITY OF TEHACHAPI AND JAMES C. WALTER

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport Hangar 55W)

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 6th day of July, 2015, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and James C. Walter, 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 July 1, 2015, and terminating on June 30, 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 \$73.50 per month payable in advance on the first day of each month commencing July 1, 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 of any breach of any other provisions contained herein.

28. **BREACH:**

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

(b) In the event of a breach by LESSOR of any term, condition, or agreement herein contained, that deprives LESSEE in any manner, in whole or part, of its quiet

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

29. NEGATION OF PARTNERSHIP:

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

30. SURRENDER OF PREMISES:

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

31. ENTIRE AGREEMENT:

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

32. VENUE AND GOVERNING LAW:

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

33. COVENANTS AND CONDITIONS:

Each provision of this Lease performable by LESSEE shall be deemed both a

covenant and a condition.

34. TIME OF THE ESSENCE:

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

35. SEVERABILITY:

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

36. AUTHORIZED AGENT OF LESSOR:

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

37. NOTICES:

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

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

TO LESSEE: James C. Walter
21908 Park Dr.
Tehachapi, CA 93561

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: _____
JAMES C. WALTER





COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

[Handwritten signature]

MEETING DATE: JULY 6, 2015 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 1, 2015

SUBJECT: NON-COMMERCIAL HANGAR RENTAL AGREEMENT – HANGAR 20E

BACKGROUND

The City of Tehachapi owns hangar 20E located at the Tehachapi Municipal Airport and was recently approached by Greg Cooper for rental of the hangar. Mr. Cooper is requesting a new Non-Commercial Hangar Rental Agreement with a term starting on July 1, 2015.

FISCAL IMPACT

Rental Payment:

\$270.00/month

\$3240.00/year

RECOMMENDATION

APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND GREG COOPER

**NONCOMMERCIAL HANGAR RENTAL AGREEMENT
(Tehachapi Airport Hangar 20E)**

THIS AGREEMENT, hereinafter referred to as this "Agreement", is made and entered into this first day of July 06, 2015, by and between the CITY OF TEHACHAPI, hereinafter referred to as "Landlord", and Greg Cooper, hereinafter referred to as "Tenant".

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

1. PREMISES:

Landlord does hereby demise and lease to Tenant, and Tenant hereby hires from Landlord, 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, Hangar #20E.

2. TERM:

The term of this Agreement shall be from month to month, commencing on July 1, 2015. Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other.

3. RENTAL CONSIDERATION:

As and for rental, Tenant shall pay to Landlord, the sum of \$ 270.00 per month payable in advance on the first day of each month commencing July 1, 2015. Landlord may increase the rental at any time upon thirty (30) days prior written notice to the Tenant.

4. INTEREST:

If the payments required herein are not paid within five (5) days after they become due, then, in addition to such sums as are then due, Tenant shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

5. PURPOSE; NUISANCE:

(a) The demised premises shall be used by the Tenant 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 Tenant or a partnership or other business association approved by the City Manager or his designated representative in which Tenant is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by Landlord pursuant to Paragraph 23; and provided further, that Tenant shall conduct no activity for profit or commercial purpose under this lease.

(b) Tenant 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 Landlord or any tenant of Landlord on adjacent or neighboring property. Tenant shall abate or cure any nuisance on the demised premises or for which Tenant is responsible within ten (10) days after written notice thereof from Landlord. In the event Tenant has not taken corrective action within ten (10) days, Landlord may take any action necessary to abate or cure such condition at Tenant's sole cost and expense, without further written notice and Landlord shall have no liability to Tenant therefor 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 Landlord's reasonable determination, a condition immediately hazardous to health or safety, Landlord may immediately, without written notice to Tenant, enter the premises to abate or cure the condition at Tenant's

sole cost and expense and Landlord shall have no liability to Tenant therefor nor for any damage to the premises or to the hangar or to property therein or thereon. Tenant shall reimburse Landlord in full within thirty (30) days of the date of an invoice from Landlord to Tenant for the cost of same and any delinquency in the payment thereof shall accrue interest at the rate of ten percent (10%) per annum.

(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.

6. CONDITION OF PREMISES:

Tenant 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.

7. SAFETY:

Any area that is within the control of the Tenant 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 Tenant shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

8. ALTERATIONS:

Tenant 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.

9. SIGNS:

Tenant 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 Landlord's prior written consent thereof. Tenant further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in Landlord's opinion are offensive or otherwise objectionable. If Tenant fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from Landlord, Landlord reserves the right to re-enter the premises and remove them at Tenant's expense.

10. UTILITY EXTENSION OR MODIFICATION:

Tenant 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.

11. UTILITIES:

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

12. MAINTENANCE:

Tenant 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.

13. FAILURE TO REPAIR:

In the event Tenant shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days of a written notice from Landlord, or in the event that Tenant fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, Landlord 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 Agreement as a charge to Tenant.

14. COMPLIANCE WITH LAW:

Tenant 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.

15. RIGHT OF INSPECTION:

Landlord shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and Tenant's operations thereon. Landlord reserves all rights in and with respect to the premises, not inconsistent with Tenant's use of the premises as in the Agreement provided, including (without limiting the generality of the foregoing) the right of Landlord 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 Landlord 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.

16. INDEMNIFICATION:

Tenant agrees to indemnify, defend, and save hold harmless Landlord, its Council members, officers, employees, and agents and each of them, from any and all liability thereunder.

17. WORKERS COMPENSATION:

Tenant 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 Landlord from any and all liability hereunder.

18. TAXES AND ASSESSMENTS:

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

19. LIABILITY INSURANCE:

Tenant, in order to protect Landlord, its officers, Council members, employees, and agents against all claims and liability for death, injury, loss, and damage as a result of Tenant'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 Agreement and covering all Tenant'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 Landlord, Council persons, agents, officers, and employees as additional insured; and

(b) shall be primary insurance as regards any other valid and collectible insurance Landlord possesses, and any other insurance that Landlord 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 Landlord.

Within ten (10) days from the date of the Agreement, Tenant 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 Landlord, its councilpersons, agents, officers, and employees are named as additional insured. In the event that Tenant shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to Landlord, Landlord may, in Landlord's sole discretion, (1) procure the same, pay the premium therefor, and collect same with the next payment of rental due from Tenant, or (2) terminate this Agreement pursuant to Paragraph 26 hereof.

20. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

21. AERONAUTICAL RESTRICTIONS:

(a) There is hereby reserved to Landlord 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) Tenant 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) Tenant 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, Landlord reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of Tenant.

(d) Landlord 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 Tenant, and without interference or hindrance.

(e) Landlord reserves the right, but shall not be obligated to Tenant, 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 Tenant 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 Landlord or by the

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

(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.

22. SUBLETTING:

(a) Tenant shall not assign this Agreement or sublet the premises, or any part thereof, without the prior written consent of the Landlord, 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 Agreement;
- (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 19, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) Such rental adjustment as determined by Landlord in its sole discretion.

(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 Landlord may, at its option, by written notice to the Tenant, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Agreement and all rights and interest of Tenant and all other persons hereunder pursuant to Paragraph 26. Any consent by the Landlord 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 Agreement or at law or in equity and the exercise of any remedy herein or under this Agreement or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Agreement or at law or in equity.

23. RIGHT OF INGRESS AND EGRESS:

Tenant shall have the reasonable right-of-way over property owned and controlled by Landlord for ingress thereto and egress there from for pedestrian, vehicular, and air travel, together with the right to use in common with other Tenant's or licenses or Landlord 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 Landlord 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.

24. BANKRUPTCY:

In the event that (a) Tenant 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 Tenant shall be instituted by anyone other than Tenant 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 Tenant, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any Tenant's rights or interest under this Agreement; or (d) there shall be any other assignment of any Tenant's rights or interests under this Agreement by operation of law, then in addition to any and all other rights and remedies

available to it, Landlord may, at its option by written notice to Tenant, terminate this Agreement and all rights and interest of Tenant and all other persons under this Agreement. The term "Tenant", as used in this paragraph, includes any individual, partnership, or corporation who is a Tenant hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is Tenant hereunder.

25. WAIVER OF BREACH:

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

26. BREACH:

(a) In the event of a breach by Tenant of any term, condition, or agreement herein contained (except for the payment of rental or any other cash sums, in which event, Tenant shall have five (5) days to cure) Tenant shall have thirty (30) days to cure the breach after written notice has been given to Tenant by Landlord, provided however that if any such breach cannot be reasonably cured within thirty (30) days of such notice, then Tenant shall have commenced reasonable efforts to cure same within said period. In the event of Tenant's failure to cure or commence the cure of any such breach within thirty (30) days, or, in the case of the failure to pay rental or other compensation, within five (5) days, this Agreement and all privileges herein granted shall be terminated and be of no further force or effect, and Tenant shall immediately surrender to Landlord possession of the premises, and Lessor shall have all other remedies available at law and in equity under this Agreement. Notwithstanding the foregoing, in the event Tenant allows a nuisance to exist on the premises as described in Paragraph 5 of this Agreement, Tenant shall abate the nuisance as required therein and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 5. Providing further, that in the event Tenant breaches this Agreement and abandons the property before the end of the term, if Tenant's right to possession is terminated by Landlord because of breach of this Agreement, Landlord shall have the right to recover damages from Tenant as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by Landlord of any term, condition, or agreement herein contained, that deprives Tenant 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 5 hereof, or of its rights of ingress and egress described in Paragraph 23 hereof, Tenant shall not be obligated to Landlord for any rental payments otherwise due and payable for the period of such breach.

27. NEGATION OF PARTNERSHIP:

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

28. SURRENDER OF PREMISES:

On the last day of the term, or extension thereof, or sooner termination of this Agreement, Tenant shall peaceably and quietly leave, surrender and yield up to the Landlord the demised premises in as good condition and repair as at the commencement of Tenant's occupancy, reasonable wear and tear thereof excepted.

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This Agreement 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.

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

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Each provision of this Agreement performable by Tenant shall be deemed both a covenant and a condition.

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Time is hereby expressly declared to be the essence of this Agreement 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 Agreement.

33. SEVERABILITY:

If any provision of this Agreement 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.

34. AUTHORIZED AGENT OF Landlord:

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

35. 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 Landlord: City Manager
 City of Tehachapi
 115 South Robinson Street
 Tehachapi, CA 93561

TO Tenant: Greg Cooper
 25101 Bear Valley Rd. PMB 200
 Tehachapi, CA 93561

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

36. BINDING:

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

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

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

39. ATTORNEY'S FEES:

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

40. RECORDATION:

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

41. COUNTERPARTS:

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

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

Landlord:

Tenant:

CITY OF TEHACHAPI

By: _____

By: _____

Mayor of the City of
Tehachapi, California

NAME: Greg Cooper

