

## **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 20, 2015 - 6:00 P.M.**

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

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

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

### **PLEDGE TO FLAG**

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

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

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

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

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
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TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING**

**Monday, July 20, 2015- 6:00 P.M. - PG. 2**

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2. Mayor to present a Certificate of Recognition to David James
3. Mayor to present a Proclamation for National Night Out
4. Mayor to present a Certificate of Recognition to the Tehachapi Police Explorers
5. Mayor to swear in Reserve Lieutenant Darrel Brown

**CITY CLERK REPORTS**

Tehachapi City Council Unassigned Res. No. 49-15

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

- \*6. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*7. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 6, 2015 – **APPROVE AND FILE**
- \*8. Special Event Application for the Chamber’s 52<sup>nd</sup> Tehachapi Mountain Festival and Car Show from August 14, 2015 through August 16, 2015 – **APPROVE THE 51ST TEHACHAPI MOUNTAIN FESTIVAL AND CAR SHOW SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**
- \*9. As part of the City’s Weed Abatement Program, the City can recoup its cost of abatement on noncompliant properties by placing a tax lien against the property. Prior to placing a lien on a property, the City Council must adopt a resolution confirming the approval by the City Clerk of certain properties in the City of Tehachapi for the abatement of certain weeds and rubbish – **ADOPT A RESOLUTION CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH**

**FINANCE DIRECTOR REPORTS**

- \*10. Disbursements, bills, and claims for July 9, 2015 through July 15, 2015 – **AUTHORIZE PAYMENTS**

**ECONOMIC DEVELOPMENT COORDINATOR REPORTS**

11. Tehachapi Granfondo cycling event support – **APPROVE THE AGREEMENT BETWEEN SAMBARN PROMOTIONS AND THE CITY OF TEHACHAPI FOR LOGISTICAL AND PLANNING SUPPORT FOR THE TEHACHAPI GRANFONDO IN THE AMOUNT OF \$2,500 SUBJECT TO APPROVAL BY CITY ATTORNEY**

**DEVELOPMENT SERVICES DIRECTOR REPORTS**

12. Tehachapi Boulevard Improvements Project Phase III bid award – **AWARD THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III TO CAL PRIME, INC. IN THE AMOUNT OF \$750,000.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$37,500.00)**

**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 20, 2015- 6:00 P.M. - PG. 3**

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13. Agreement with Labor Consultants of California for implementation of the Labor Compliance Program for the Snyder Well Intertie Project – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND LABOR CONSULTANTS OF CALIFORNIA SUBJECT TO APPROVAL OF THE CITY ATTORNEY**

**POLICE CHIEF REPORTS**

14. Second reading and adoption of an ordinance prohibiting drug houses and chronic nuisance properties – **ADOPT AN ORDINANCE ADDING CHAPTER 9.28 TO THE TEHACHAPI MUNICIPAL CODE AND PROHIBITING DRUG HOUSES AND CHRONIC NUISANCE PROPERTIES**

15. Condition of property at 202 Bartlett Court – **VERBAL REPORT**

**CITY MANAGER REPORTS**

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

**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, July 6, 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**

**CALL TO ORDER**

Meeting called to order by Mayor Wiggins at 6:00 p.m.

**ROLL CALL**

Roll call by City Clerk Tori Marsh

Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmember Grimes and Councilmember Wahlstrom

Absent: Councilmember Smith

**INVOCATION**

By Ben Herzog Pastor Christian Life Assembly

**PLEDGE TO THE FLAG**

Led by Councilmember Grimes

**CONSENT AGENDA**

Approved consent agenda

Approved Consent Agenda  
Ni/Gr Motion Carried  
Ab Sm

**AUDIENCE ORAL COMMUNICATIONS**

1. General public comments regarding matters not listed as an agenda item were received from:
  - a. No Comments Received
2. Mayor presented a proclamation for Free Community Paper Month 2015

**CITY CLERK REPORTS**

- \*3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- \*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on June 15, 2015 and special meeting on June 18, 2015 - **APPROVED AND FILED.**
- \*5. Destruction of Records – **ADOPTED RESOLUTION NO. 46-15 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, Craig Janssen and Michael Williams – **APPOINTED MICHAEL WILLIAMS TO THE CITY OF TEHACHAPI PLANNING COMMISSION TO COMPLETE A TERM TO EXPIRE ON JUNE 30, 2019**
- 7. Citizen service recognition – **VERBAL REPORT**

All Ord. Read By Title Only

Approved & Filed  
 Ni/Gr Motion Carried  
 Ab Sm

Adopted Resolution No. 46-15  
 Authorizing The Destruction Of  
 Certain City Records Subject To  
 Approval By City Attorney  
 Ni/Gr Motion Carried  
 Ab Smith

Appointed Michael Williams To  
 The City Of Tehachapi Planning  
 Commission To Complete A  
 Term To Expire On June 30, 2019  
 Wa/Ni Motion Carried  
 Ab Sm

**FINANCE DIRECTOR REPORTS**

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

Authorized Payments  
 Ni/Gr Motion Carried  
 Ab Smith

**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 – **CODE ENFORCEMENT OFFICER AARON PRICE GAVE STAFF REPORT; RECEIVED COMMENTS FROM CITY RESIDENTS BARBARA REYNOLDS, KELLI BROWN AND GLENN PRICE; INTRODUCTION ONLY**

Introduced an Ordinance adding  
 Chapter 9.28 to the Tehachapi  
 Municipal Code prohibiting drug  
 houses and chronic nuisance  
 properties.  
 Gr/Ni Motion Carried  
 Ab Sm

**CITY ATTORNEY REPORTS**

**ACTION TAKEN**

\*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—**AUTHORIZED PAYMENT OF \$230 TOWARD COST OF REGISTRATION AND LODGING FOR THE CITY ATTORNEY TO ATTEND THE CONFERENCE**

Authorized Payment Of \$230  
Toward Cost Of Registration And  
Lodging For The City Attorney To  
Attend The Conference  
Ni/Gr Motion Carried  
Ab Smith

**CITY MANAGER REPORTS**

12. Salary plan amendment – **ADOPTED RESOLUTION NO. 47-15 ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO 37-15**

Adopted Resolution No. 47-15  
Establishing The Salary Plan For  
Each Position Classification In  
City Service And Repealing  
Resolution No 37-15  
Ni/Gr Motion Carried  
Ab Sm  
Abd Wa

\*13. Non-commercial hangar ground lease agreement – **APPROVED THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KENNETH AND DELLA HETGE FOR HANGAR 33W AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Non-Commercial  
Hangar Ground Lease Agreement  
Between The City Of Tehachapi  
And Kenneth And Della Hetge  
For Hangar 33w And Authorized  
The Mayor To Sign  
Ni/Gr Motion Carried  
Ab Smith

\*14. Non-commercial hangar ground lease agreement – **APPROVED THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND JAMES C. WALTER FOR HANGAR 55W AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Non-Commercial  
Hangar Ground Lease Agreement  
Between The City Of Tehachapi  
And James C. Walter For Hangar  
55w And Authorized The Mayor  
To Sign  
Ni/Gr Motion Carried  
Ab Smith

\*15. Non-commercial hangar rental agreement – **APPROVED THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND GREG COOPER FOR HANGAR 20E AND AUTHORIZED THE MAYOR TO SIGN**

Approved The Non-Commercial  
Hangar Rental Agreement  
Between The City Of Tehachapi  
And Greg Cooper For Hangar 20e  
And Authorized The Mayor To  
Sign  
Ni/Gr Motion Carried  
Ab Smith

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

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Mayor Pro Tem Nixon spoke in regards to the Hot Dog Festival, National Night Out Event and Stargazing Event
2. Councilmember Grimes spoke in regards to the Hot Dog Festival Warrior Pancake Breakfast

**CLOSED SESSION**

**ACTION TAKEN**

1. Approved closed session minutes for June 18, 2015

Approved Closed Session  
Minutes  
Gr/Ni Motion Carried  
Ab Sm

**ADJOURNMENT**

The City Council/Boards adjourned at 7:00 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, July 20, 2015, at 6:00p.m.

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TORI MARSH  
City Clerk, City of Tehachapi

Approved this 20th day  
Of July, 2015.

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SUSAN WIGGINS  
Mayor, City of Tehachapi

# COUNCIL REPORTS

MEETING DATE: JULY 14, 2015

AGENDA SECTION: CITY CLERK

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

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

**DATE:** JULY 20, 2015

**SUBJECT:** 52<sup>ND</sup> ANNUAL TEHACHAPI MOUNTAIN FESTIVAL & CAR SHOW

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## APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

## EVENT DESCRIPTION

The 52<sup>ND</sup> Annual Mountain Festival & Car Show will be held from 8/14/2015 – 8/16/2015. This festival will encompass many events with various street closures throughout downtown. This event is open to the public.

## APPLICANT REQUESTS

- Closure of Mojave Street from Pepper Drive to E Street 8/14/15 – 8/16/15
- Closure of E Street from Mojave Street to South Robinson Street 8/14/15 – 8/16/15
- Closure of F Street from Kmart to Snyder Street 8/15/15
- Closure of F Street from Curry Street to South Robinson Street 8/16/15
- Closure of South Green Street from Tehachapi Blvd. to D Street 8/16/15

## STAFF CONDITIONS

Administration: 1) Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

2) Car Show – All display vehicles must enter via Tehachapi Blvd. The applicant must provide traffic control at the corner of Curry and D, E & F Streets to route the vehicles accordingly. Car show participants are to be considerate of residents in the early morning and refrain from revving vehicles or other loud noises.

Police Department: 1) The applicant must provide I.D.'s for all carnival and Kiddie Amusement employees.

**RECOMMENDATION**

APPROVE THE 52<sup>ND</sup> ANNUAL TEHACHAPI MOUNTAIN FESTIVAL SPECIAL EVENT APPLICATION, ASSOCIATED STREET CLOSURES AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE GREATER TEHACHAPI CHAMBER OF COMMERCE, SUBJECT TO CITY CONDITIONS.

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the CITY OF TEHACHAPI, hereinafter referred to as "City," and the GREATER TEHACHAPI CHAMBER OF COMMERCE, hereinafter referred to as "Licensee,"

**WITNESSETH:**

WHEREAS, Licensee wishes to use City facilities (the "Facilities") to conduct the annual Tehachapi Mountain Festival; and

WHEREAS, City is agreeable to granting Licensee a license to used the Facilities to conduct the Tehachapi Mountain Festival under the following terms and conditions.

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

1. **LICENSE**. City hereby grants to Licensee a revocable license and right to enter upon and have use of the Facilities as more particularly described in the attached Exhibit "A", which is made a part hereof by this reference, for the purpose of conducting the Tehachapi Mountain Festival.

2. **TERM**. The term of this license shall be from August 13, 2015 to August 16, 2015. The hours of use shall be from 7:00 a.m. to 11:00 p.m. each day.

3. **FEE**. No fee shall be charged by City to Licensee.

4. **INSURANCE**.

(A) Licensee shall purchase and maintain in force during the term of this license and any extensions thereof and for the location described herein comprehensive general liability insurance in an amount not less than \$1,000,000.00 per occurrence with the following coverages and extensions of coverage:

(1) Bodily injury, including death resulting therefrom, and property damage liability;

(2) Bodily injury including death resulting therefrom, and property damage arising out of operations performed for Licensee by independent contractors;

(3) Bodily injury, including death resulting therefrom, and property damage occurring to persons or property located off the Facilities but arising out of the activities conducted under this agreement.

(4) Non-owned automobile liability for on-premises and off-premises activity;

(5) Coverage for all loading or unloading of vehicles on-premises and off-premises to the extent that said off-premises loading is related to the activities to be conducted under this license;

(6) For bodily injury, including death resulting therefrom, and property damage for all employees, volunteers, or other persons performing services for the Licensee and to the spouses, children, parents, brothers or sisters of said employees, volunteers, or other persons performing services for the Licensee;

(7) Contractual coverage for Licensee's obligations under this agreement including but not limited to the obligation to indemnify City as set forth in Article 5 herein;

(8) For the year 2015, Licensee shall not be required to provide products liability for all products distributed whether by sale or otherwise by all individuals, organizations, or other legal entities at the festival;

(9) Liquor legal liability and host liquor liability;

(10) Hazard liability and completed operations hazard liability.

(B) All insurance policies of Licensee shall include the City and all of its agents, officers, Councilmembers, commissioners, employees, and representatives as additional insureds.

(C) All insurance policies of Licensee shall be issued by an insurance company authorized to do business in the State of California and shall be approved by City.

(D) Said insurance shall be primary coverage insurance and no insurance of City shall be called upon to contribute to a loss under the limits of Licensee's insurance.

(E) Said insurance shall not be subject to cancellation or coverage reduction without fifteen (15) days prior written notice to City.

(F) Licensee shall provide City on or before August 1, 2015 with a duly certificated Certificate of Insurance or Certificates of Insurance evidencing that the policy or policies have been issued and are effective and comply with the requirements of the Article

4. Licensee shall further provide City on or before August 1, 2015 with a facsimile of said insurance policy or policies.

(G) Licensee shall require all concessionaires to have a comprehensive general public liability insurance policy in an amount not less than \$1,000,000 per occurrence covering their activities at the Mt. Festival. Policy must have a rating A: VII from the most recent A.M. Best Key Rating guide. Concessionaire shall provide City with a certificate of insurance reflecting that the foregoing coverage is in full force and effect and endorsements to their insurance policies naming City, its Councilmembers, commissioners, officers, employees and agents as additional insured and agreeing to notify City at least thirty (30) days in advance of any cancellations of the insurance policy or reduction in its coverage and describing the coverage as primary to any insurance maintained by City. City also retains the right to request a copy of any insurance policy including the declarations page and all exclusions and endorsements for review. All of the foregoing shall be subject to City's review and approval. If any concessionaire does not have such insurance, Licensee shall prohibit said concessionaire from operating at the Facilities.

(H) In the event of cancellation of any of the insurance described herein, or any portion of said insurance, Licensee shall immediately cease all operations under this license and vacate the Facilities. The City Manager shall have the right to terminate all operations in the event Licensee fails or refuses to do so.

5. **INDEMNIFICATION.** Licensee shall indemnify, defend, and hold harmless the City, its officers, Councilmembers, commissioners, agents, and employees, from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this agreement or occasioned by the performance or attempted performance of the provisions hereof, including but not limited to any act or omission to act on the part of Licensee or its agents, employees, volunteers, or contractors.

6. **OBLIGATIONS OF LICENSEE.** In addition to all other requirements set forth in this agreement to be performed by Licensee, Licensee, at its sole cost and expense, shall:

(A) Provide sufficient security personnel at the Facilities and the areas immediately adjacent to the Facilities throughout the term of this Agreement and to the satisfaction of the City Manager. Said security personnel shall be adequate to police the

activities of all participants in and visitors to Licensee's activities at the Facilities and the areas immediately adjacent thereto during the term of this agreement;

(B) Furnish such personnel as are necessary to control and direct parking, give traffic directions, and provide crowd control in the manner and to the satisfaction of the City Manager. Licensee shall furnish, at its own expense, such crowd control barriers as are necessary for the safety of the public;

(C) Provide all necessary sanitary facilities to accommodate the expected crowds throughout the term of this agreement and provide adequate medical facilities including an ambulance and first aid facilities throughout the term of this agreement;

(D) Obtain all licenses, permits, and other authorizations required by applicable agencies, promptly pay and discharge all lawful taxes and assessments which may be levied by any federal, state, county or other tax levying body or any taxable interest of Licensee as well as all taxes and assessments on taxable personal property of whatever nature owned by Licensee and located on the premises, and promptly pay all excise, license, sales, and permit fees of whatever nature applicable to the operation of Licensee's business;

(E) Insure that adequate and proper access for operators, concessionaires, visitors, participants, and emergency vehicles to the Facilities be provided and maintained at all times during the term of this agreement and set aside, identify by appropriate signage, and keep clear for use a passenger loading area at Facilities equal in length to two regulation automobile parking spaces to be used exclusively for the loading and unloading of persons with restricted mobility including the handicapped, elderly, and infirm; and

(F) Be responsible for and perform all repair and maintenance of all areas of the Facilities impacted by its activities under this Agreement and be responsible for and perform all clean up and removal of any and all trash, debris, barricades, concession stands, signs, and all such other items arising out of Licensee's activities under this Agreement and Licensee shall restore the area to the condition existing immediately prior to the commencement of Licensee's activities under this Agreement. Said clean up, repair and maintenance shall be conducted and completed pursuant to the requirements of Article 10 set forth hereinafter.

7. **NO WARRANTIES.** City makes no warranty or representations as to the condition of the Facilities or its use for Licensee's purposes. City shall not be responsible for any loss of or damage to any of Licensee's property or the property of any participants or of any exhibitors, concessionaires, officials, security personnel, spectators, visitors, or other persons involved in any way in Licensee's activities.

8. **ADVERTISING CONTENT AND PROMOTION.** Licensee shall be solely responsible for promoting and advertising its events. Licensee shall not refer to City,

its officers, Councilmembers, commissioners, employees or agents in any manner whatsoever. All such promotion and advertising shall be at the sole expense of Licensee.

9. **INCOME.** Except as otherwise required herein, Licensee shall be exclusively responsible for all concession and admission fee arrangements. All income generated thereby shall be the exclusive property of Licensee.

10. **CLEAN UP AND DAMAGES.** If, in the sole opinion of City, Licensee fails to perform its obligations set forth hereinafter concerning clean up and repair of damages, City may, at its sole option, perform such clean up and repairs for the account of Licensee.

Clean up of the Facilities shall be the responsibility of Licensee and shall be completed not later than 1:00 p.m. on Monday, August 17, 2015. Licensee shall cause to be repaired at its own expense any and all damage to the Facilities which damage has been caused by Licensee, its agents, employees, volunteers, concessionaires, contractors, security personnel, officials, participants, or by spectators or visitors at the Mountain Festival. Repairs shall be accomplished by Licensee no later than August 29, 2015, unless said repairs cannot reasonably be made within said period, in which case said repairs shall be completed within a reasonable time.

Failure by Licensee to clean up or to make such repairs in a timely fashion shall constitute a breach of this Agreement. In the event of such failure, City, at its option, may perform clean up and make such repairs and deduct the cost thereof from the cleaning deposit to the extent that said deposit is sufficient to cover the costs, and if it is not, City may, at its sole option, charge Licensee the amount of said clean up and repairs.

11. **SAFETY.** Safety shall be the keynote of the activities carried on by Licensee under this Agreement and anyone, whether a representative of Licensee, a participant, concessionaire, contractor, security personnel, spectator or visitor or any other person at the Facilities during the term of this Agreement deemed to be acting in a manner inappropriate with the requirement of safety to himself or herself or others shall be expelled from the Facilities and barred from reentry. It shall be the duty of Licensee to insure that safety will be observed at all times and Licensee shall take all steps necessary, including expulsion, in the event Licensee feels that safety is being compromised or violated. If, at any time, the City Manager or, in the City Manager's absence, the highest official representative of City at the Facilities is of the opinion that Licensee is not fulfilling its requirement hereunder, the City Manager or other City personnel may stop any and all activities of Licensee or, in the alternative, expel those individuals felt to be compromising safety. Other applicable enforcement agencies shall have full authority to order such activities stopped or to direct correction of any unsafe condition or practice observed at the Facilities.

12. **NON-DISCRIMINATION.** Licensee shall not discriminate against any person or class of person by reason of age, sex, race, color, creed, national origin, religion, ancestry, or disability in the use of the Facilities including when administering all charges, admission fees and concession charges, which charges shall be administered on a fair, equal, and non-discriminatory basis to all persons. It shall be the sole responsibility of Licensee to administer all such fees and charges.

13. **CITY RULES.** Licensee shall obey all rules and regulations promulgated by City and as amended from time to time. Said rules and regulations are on file with the City Manager and Licensee hereby acknowledges that it has read those rules and regulations and shall comply therewith where applicable. Licensee shall further comply with any oral directives of the City Manager or his designated representative during the term of the Agreement.

14. **ORDERLY USE.** Licensee's use of the Facilities shall be orderly and peaceable and in strict compliance with and shall not be in violation of any applicable laws or ordinances.

15. **TERMINATION.** This license may be terminated by City or the City Manager forthwith upon notice either oral or written and without liability for loss thereby incurred by Licensee or any concessionaire, participant, or other person or organization upon the occurrence of any of the following:

(A) The default by Licensee in the performance of any of the terms of this Agreement as determined by City Manager in his sole discretion;

(B) The failure of Licensee to conduct its activities in a safe and orderly manner as determined by City Manager in his sole discretion;

(C) The failure of Licensee to expel or otherwise restrict from the Facilities any person or persons acting in such a way as to compromise their safety or the safety of others;

(D) The assignment of this license in whole or in part without the expressed written consent of City.

In the event City Manager terminates this Agreement, neither City, its agents, officers, Councilmembers, commissioners, or employees shall be responsible or liable to Licensee or any third party for any loss or inconvenience resulting therefrom and Licensee shall indemnify City against any claims of loss or claims of inconvenience from others, including concessionaires and participants, as well as itself and its contractors, employees, volunteers, and representatives.

16. **NO ASSIGNMENT, DELEGATION, NOR SUBLICENSING.** Licensee shall not, in whole or in part, assign or delegate this Agreement or enter into a sublicense agreement. Licensee may allow concessionaires to enter the Facilities for the performance of functions and services within the scope of Licensee's activities under this Agreement. To avoid uncontrolled vending of merchandise, only those concessionaires, exhibitors, and sales persons having the permission of Licensee will be allowed to sell to the public at the Facilities. City reserves the right to assign, pledge, or hypothecate this license without the consent of Licensee should such assignment, pledging, or hypothecation become necessary in the financing or refinancing of City.

17. **WAIVER.** The failure of City to take appropriate action or to declare this license terminated for default by Licensee in any one or more of the terms, covenants or conditions of this Agreement shall not be considered nor construed as a waiver by City of such rights with regard to any continuing default or on any further or future default on the part of Licensee.

18. **AMENDMENTS.** No amendment to this Agreement shall become effective until set forth in writing executed by the authorized representatives of the parties hereto.

19. **CITY-LICENSEE RELATIONSHIP.** Nothing in this Agreement shall be construed as establishing a partnership or joint venture relationship between City and Licensee nor shall Licensee for any purpose be considered an agent, officer or employee of City. This Agreement is intended by the parties to establish only a licensor-licensee relationship between said parties.

20. **NOTICES.** All notices herein provided to be given by either party to the other shall be deemed to have been served when personally delivered or when made in writing where required elsewhere in this Agreement and deposited in the United States mail, registered, postage prepaid, or sent by confirmed facsimile transmission ("fax") or by electronic mail ("email") addressed as follows: to City: City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-2249, Email - [ggarrett@tehachapicityhall.com](mailto:ggarrett@tehachapicityhall.com); and to Licensee: President, Greater Tehachapi Chamber of Commerce, P.O. Box 401, Tehachapi, California 93581, Fax – (661) 822-9036, Email – [idaperkins@tehachapi.com](mailto:idaperkins@tehachapi.com).

All notices not otherwise required to be in writing shall be deemed to have been fully given when communicated orally or otherwise to any person reasonably believed by the party giving notice to be a representative of the party receiving notice.

21. **SURRENDER.** Licensee covenants that on the last day of this Agreement or any extension of it, Licensee shall peaceably and quietly leave and surrender the Facilities in as good a condition as prior to Licensee's use, ordinary wear and tear excepted.

22. **ARTICLE HEADINGS.** The headings contained in each provision of this Agreement are for convenience in reference and are not intended to define, govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

23. **TIME OF ESSENCE.** Concerning this Agreement and the performance of each and every provision contained in it, time is expressly made of the essence.

24. **ORGANIZATIONAL AUTHORITY.** Each individual executing this Agreement on behalf of Licensee represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms. Licensee shall deliver to City by August 1, 2015, a certified copy of a Resolution of the Board of Directors of Licensee authorizing and ratifying the execution of this Agreement and this Agreement shall not commence until said Resolution has been duly filed with City.

25. **CUMULATIVE REMEDIES.** The remedies given to City in this Agreement shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law.

26. **GOVERNING LAW.** This Agreement shall be governed by and be subject to and construed according to the laws of the State of California.

27. **INVALIDITY.** If any provisions in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect.

28. **ATTORNEY FEES.** Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties of either in relation thereto the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

29. **SIGNS.** Licensee shall not construct or place or permit to be constructed or placed any signs, awnings, marquees, or other structures upon the premises without the prior written consent of the City Manager.

30. **ENTIRE AGREEMENT.** This license contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

31. **INTERPRETATION.** The parties hereto agree that this Agreement accurately reflects the agreement of the parties and any interpretation of a provision or provisions of this Agreement shall be made without regard to which of the parties drafted this Agreement and shall not create a rebuttable presumption against the party who drafted same.

32. **NON-LIABILITY OF PUBLIC OFFICIALS AND EMPLOYEES.** No member, official, employee, or Councilmember of City shall be personally liable to Licensee in the event of any default by City in the performance of any obligation of City under the terms of this Agreement.

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

\_\_\_\_\_  
Susan Wiggins, Mayor, City of Tehachapi,  
California, City

GREATER TEHACHAPI CHAMBER OF  
COMMERCE, Licensee

By:   
\_\_\_\_\_  
Marty Pay, Chairperson  
Board of Directors

By:   
\_\_\_\_\_  
Ida Perkins, President - Secretary

**EXHIBIT "A"**

**[Description of City Facilities]**

**See attached**

**RESOLUTIONS OF THE BOARD OF DIRECTORS  
OF THE GREATER TEHACHAPI CHAMBER OF COMMERCE**

RECEIVED  
JUL 02 2015  
CITY OF TEHACHAPI

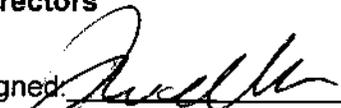
WHEREAS, there has been presented to this meeting a form of Agreement between The Greater Tehachapi Chamber of Commerce, hereinafter referred to as "GTCC" and the City of Tehachapi, hereinafter referred to as "City" for use of City facilities to conduct the annual Tehachapi Mountain Festival®.

WHEREAS, this Board has reviewed such form of Agreement and such terms and finds that it is in the best interest and to the benefit of the GTCC to enter into and perform such an agreement on such terms;

NOW THEREFORE BE IT RESOLVED, that the President and the Chairman of the Board of Directors of GTCC, and each of them, be and hereby is authorized to execute, in the name and on behalf of GTCC, and deliver a Agreement between GTCC and City, substantially in the form of the Agreement presented to this meeting.

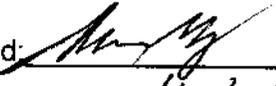
Date: 7-1-15

**Directors**

Signed:   
Print Name: JIM WALLACE

Signed:   
Print Name: Kathy Carey

Signed:   
Print Name: Carolyn Wiles

Signed:   
Print Name: Marty Pey

Signed:   
Print Name: Carl Genwicke

Signed: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signed: Suse Abrago  
Print Name: SUSAN Abrago



## SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Cell 661-345-8146 Phone Number +1 (661) 822-4180

Address 209 E. Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93561

E-mail Address idaperkins@tehachapi.com

Event Name 52nd Annual Tehachapi Mountain Festival\*

Event Location Please see attached event binder - Numerous Locations

Event Date(s) August 14th through August 16th, 2015 Event Time(s) Varies - please see event binder

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

Please See Attached Event Binder

Is the event open to the Public?  Yes  No

Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? To fund Chamber programs

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

If Yes, what is A.B.C. Permit No? Will be applied for on July 14, 2015 - copy to City once received

Event Name 52nd Annual Tehachapi Mountain Festival\*

Event Date(s) August 14 - August 16, 2015

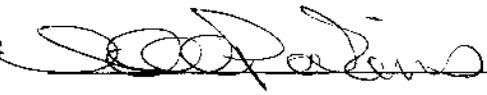
**Please Describe How The Following Will Be Accomplished:**

- Street Barricades Please see attached event binder
- Traffic Control Please see attached event binder
- Crowd Control Please see attached event binder
- Utility Services: Water, Sewer, Electric Please see attached event binder
- Lights Please see attached event binder
- Dust Control Please see attached event binder
- Site Clean-up & Maintenance Please see attached event binder
- Security Please see attached event binder
- Site Facilities Please see attached event binder
- Health Dept. Please see attached event binder

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

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

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

Applicant Signature 

Date June 10, 2015

**Office Use Only**

- Insurance Certificate
- List Of Vendors
- Deposit
- Plot Plan

Meeting  
Date \_\_\_\_\_  
Time \_\_\_\_\_

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

Notes \_\_\_\_\_  
\_\_\_\_\_

## GENERAL REGULATIONS

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

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

## FOOD AND ALCOHOL REGULATIONS

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

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

## FEE AND DEPOSIT SCHEDULE

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

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

## SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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

  
\_\_\_\_\_  
Applicant Signature  
6/10/15  
\_\_\_\_\_  
Date

**52<sup>nd</sup> Annual TEHACHAPI MOUNTAIN FESTIVAL®**

**AUGUST 10-16, 2015**

**"Mountain Fun Under the Sun"**

This proposal will outline the Chamber of Commerce's requests for use of City facilities, for the 2015 Tehachapi Mountain Festival® and PRCA Rodeo. It will also outline by date the scheduled activities during the Mountain Festival week.

Tehachapi Valley Park and Recreation district has been contacted and all fees and agreements have been applied for and paid, regarding the use of Central Park.

**Carl Gehricke is our Mountain Festival Chairman. (#2)**

**Marty Pay is Chairperson of the Board for the Chamber of Commerce. (#2)**

Prior to the actual week of the Tehachapi Mountain Festival® there is a great deal of preparation. Although the Mountain Festival Committee includes all activities in their itinerary, not all activities are Chamber sponsored or included under the Chamber's insurance policy. A copy of the **General Liability, Liquor Liability (#3)** policy will be provided no later than July 31, 2015. The City attorney will approve all vendors required to submit insurance policies. (#4)

**Contact: Ida Perkins. (#2)**

**The following details for the Mountain Festival are outlined by the date each event occurs.**

**MONDAY-TUESDAY, AUGUST 10-18 Carnival-G & S Shows (#9)** will be setting up on the property owned by Jorgensen Financial at the corner of D & Robinson Streets across from Claude L Wells Education Center. They will take approximately three days to set up and two days to tear down. They will be open on Friday, August 14, from 6:00 pm to 11:00 pm, Saturday, August 15, from 12:00 pm to 11:00 pm and Sunday, August 16, from 12:00 pm to 8:00 pm. The City attorney, prior to the event, will approve insurance for the event. The county fire department will be notified for inspections needed.

**Contact: Carl Gehricke/Ida Perkins (#2)**

**The Moose Lodge & Warrior Boosters**, will be selling **Good Time Badges (#7)** throughout the Tehachapi area. A schedule of their appearances will be submitted to the City. Arrangements will be made through Ashlee Whitmore for when the Good Time Bandits will visit City Hall. (#8) The Moose Lodge is insured through their national organization for their fund-raisers.

**Contact: Bob Backman. (#2)**

**The PRCA Rodeo** is a separate non-profit organization. They are providing information to the City on their own behalf. The Rodeo is part of Mountain Festival, but is **NOT** a Chamber-sponsored function and is **NOT** covered under the Chamber's insurance.

**Contact and Chairman is Dal Bunn . (#2)**

**FRIDAY, AUGUST 14 Directional Signs (#8)** will be posted throughout the downtown area indicating directions to the park, carnival, rodeo grounds, Car Show, etc. A map showing sign locations is attached. **(#8)** This is covered under the Chamber Insurance.

**Contact: Carl Gehricke (#2)**

**FRIDAY, AUGUST 14** Setup will begin at **Central Park** Friday morning. Approximately thirteen **Food Vendors**, five **Miscellaneous booths** and twenty eight **Commercial Vendors** will be setting up in designated places in the park. See **Map (#13)**, Food vendors are local non-profit organizations and commercial vendors. **After 3:00 p.m.**, approximately 40 **Craft Vendors** will be setting up in the street in designated booth spaces in groups of two on "E" Street and Mojave. **(#13)** There will be a 20' clearance from the booths to edge of the curb on the North side of E Street and the East side of Mojave Street, allowing sufficient access for emergency vehicles. All vendors will provide proof of insurance.

**Contact: Ida Perkins (#2)**

A list of **health permits** and **resale numbers** for all vendors will be submitted two weeks prior to event, **(#13)** and will be mailed to the appropriate agencies. Maps of vendor locations and the streets needing to be blocked are attached. **(#13)**

**FRIDAY, AUGUST 14 Carnival** opens at 6:00 p.m. to 11:00 p.m. on Jorgensen Property.

**Security** will be on duty in the Park and Carnival grounds from Friday night at 6:00 p.m. to 6:00 p.m. on Sunday. A schedule is attached **(#5)**.

**Contact: Gary Knight (#2)**

Alternate parking for residents surrounding the park has been addressed as indicated in the attached **letter to the residents.** **(#11)**

**Contact: Ida Perkins (#2)**

There will be a **Beer Garden** in the Park, as indicated on the map. The Greater Tehachapi Chamber of Commerce sponsors this event. A **Liquor License** will be applied for thirty days prior to event (July 14), and an approved copy will be submitted to the City upon receipt. (#6) All consumption of beer is restricted to the Beer Garden. The hours will be from 10:00 a.m. to 5:00 p.m. on Saturday and Sunday. This is covered under the Chamber Liability and Liquor Liability policies, a copy is attached. (#3)

**Contact:** Ida Perkins (#2)

**SATURDAY, AUGUST 15** 7:00 a.m. will be the **Royal Ranger Pancake Breakfast** sponsored by the American Legion Post 221 at the Veterans Hall. This is **NOT** a Chamber sponsored event and is covered under the Royal Ranger Insurance.

**Contact :** Christian Life Assembly 822-3813 (#2)

**SATURDAY, AUGUST 15 Mountain Gallop 5 Miler** 6:30 a.m. presented by Tehachapi Valley Recreation & Parks District. This is **NOT** a Chamber sponsored event and is covered under TVRPD insurance.

**Contact:** TVRPD (#2)

**SATURDAY, AUGUST 15** At 10:00 a.m. will be the **Mountain Festival Parade** down "F" Street. Setup will begin at 8:00 a.m. in the Big-K parking lot and the vacant lot next to Big-K. A map showing the parade route is attached (#10) Vendors will be setting up booths in the spots designated by the Parade Chairman to sell soda, candies, etc. This is a Chamber sponsored event. Mountain Festival Volunteers will provide security and crowd Control. The Chamber requests the City to provide barricades and street closure as per map of parade route attached.

**Contact:** David Shaw (#2)

**SATURDAY, AUGUST 15** **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 11:00 pm. Clean Up Begins at 5:00 p.m.

**Contact:** Ida Perkins (#2)

**Entertainment** in the park will be at the Gazebo starting at 10:00 a.m. to 5:00 p.m.

**Contact :** Ida Perkins (#2)

SATURDAY, AUGUST 15 at 10:00 a.m. to 5 p.m. Tehachapi Mountain Quilters will be holding the 2015 Quilt Show "Legacy of Quilts" at Monroe High School Gym. This is **NOT** a Chamber sponsored event and is covered under the Tehachapi Mountain Quilters Insurance.

Contact: Maureen Kelley (#2)

SUNDAY, AUGUST 16 **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 8:00 pm. Clean Up Begins at 5:00 p.m.

Contact: Ida Perkins (#2)

**Entertainment** in the park will be at the Gazebo starting at 10:00 a.m. to 5:00 p.m.

Contact : Ida Perkins (#2)

SUNDAY, AUGUST 16 The Chamber of Commerce will sponsor the **Thunder on the Mountain Car Show**. Registration will begin at 6:00 am at the corner of Green and "F" Streets. The car show will be from 9:00 am to 3:00 p.m. Entry applications/release forms, layout are attached. The car show is being held downtown at **Green and F Streets and Centennial Park**. Closure of these streets is requested. (#14) Green Street from Tehachapi Blvd to "D" Street and "F" Street from Curry St to Robinson St. Vehicles PL & PD comprehensive and collision coverage will be the responsibility of each participant. This is a Chamber sponsored event and covered under the Chamber liability insurance.

Contact: Jed Hannan (#2)

SUNDAY, AUGUST 16 at 10:00 a.m. to 4 p.m. Tehachapi Mountain Quilters will be holding the 2015 Quilt Show "Legacy of Quilts" at Monroe High School Gym. This is **NOT** a Chamber sponsored event and is covered under the Tehachapi Mountain Quilters Insurance.

Contact: Maureen Kelley (#2)

**Miscellaneous Information:**

**Committee Chairman (#2)**

Entertainment Committee is requesting use and setup on **Friday, August 14<sup>h</sup> of the City Stage** for **Entertainment** on Saturday & Sunday.

The Mountain Festival Committee through a licensed bonded security company will provide **security**. (#5)

**Medical Facilities** Kern County Fire Department will provide a first-aid station during Mountain Festival operating hours.

**Sanitary Facilities** Adequate sanitary facilities including adequate trash receptacles will be provided during all Chamber-sponsored activities.

**Handicap Parking** We are requesting that both sides of "E" Street from Robinson to Davis in front of Wells School Auditorium be designated as **Handicap Parking Only**. Six signs, DMV approved, designating Handicap Parking will be mounted on poles or posts early Saturday morning before cars begin to park in this area.

**Street Closures** We are requesting that "D" Street from Robinson to Park be closed to all through traffic with **NO PARKING, with the exception of Food Vendors and Mountain Festival Staff**, which will have parking permits in car windows. "E" Street from Robinson to Mojave and Mojave Street "E" to "D". See Map for details. (#13)  
We are requesting use of City barricades for the parade and additional barricades around Central Park. Security will be stationed at all barricade locations to allow vendors or others as necessary, access to the site during the hours of operation. No parking will be allowed except those having an event issued parking pass, event staff and vendors.

**Water Meter for Carnival** We are requesting that a water meter be installed on the hydrant on Robinson St by the old Wells School Playground for use by the carnival.

**Event Map** Enclosed is a map of activities surrounding the Central Park. (#13)

Mojave Street

Barricades

Porta Potties  
Hand Wash  
Stations

Barricades

- 21 22
- 23 24
- 25 26
- 27 28
- 29 30
- 31 32
- 33 34
- 35 36
- 37 38

Entertainment  
Parking Only

Barricades

- 20
- 19
- 18
- 17
- 16
- 15
- 14
- 13
- 12
- 11
- 10
- 9
- 8
- 7
- 6
- 5
- 4
- 3
- 2
- 1

E Street

Coke #2

Chamber  
Tent  
City

- A
- B
- C
- D
- E
- F
- G
- H
- I
- J
- K
- L
- M
- N
- O
- P
- Q
- R
- S
- T
- U
- V
- W
- X
- Y
- Z

Inflatables

Inflatables

Entertainment  
Stage

TVRPD

Dogs on  
the Run

Texas  
Twister

Playground

Mrs C's  
Kitchen

Vendor Hospitality  
Hope Academy

Sausage King

Chamber Staff  
Parking Only

Catholic  
Daughters

Beer  
Garden

Coke #1

Asian Health

Kettle Corn

Horseshoe  
Ring

Knights of  
Columbus

KCFD

CHP

Mrs C's Famous  
Egg Rolls

Hot Sizzling  
Grill

Mama-Itas

Cali  
Scoops

Taquitos  
Jesus

United  
Methodist

Porta Potties  
Hand Wash Stations

Davis Street

Barricades

Claude L. Wells Education Ctr  
TUSD District Office

Carnival >>>>>

Handicap Parking E Street

2015 Preliminary Mountain Festival Map





## SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

Event Contact Ida Perkins Cell 661-345-8146 Phone Number +1 (661) 822-4180

Address 209 E Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93561

E-mail Address idaperkins@tehachapi.com

Event Name 52nd Annual Tehachapi Mountain Festival®

Event Location Use of Centennial Plaza for Mountain Festival Car Show

Event Date(s) Sunday, August 16, 2015 Event Time(s) 6:00 a.m. - 4:00 p.m.

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

Request us of Centennial Plaza for Mountain Festival Car Show. Car Show Committee will set up their check in and raffle tables & prizes

All other required information is submitted in the 52nd Annual Tehachapi Mountain Festival® Event Binder.

Is the event open to the Public?  Yes  No

Is event for money raising purposes?  Yes  No

If Yes, what will the proceeds be used for? Scholarship Program

Will alcoholic beverages be served?  Yes  No

Will alcoholic beverages be sold?  Yes  No

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

Event Name 52nd Annual Tehachapi Mountain Festival®

Event Date(s) Sunday, August 16, 2015

**Please Describe How The Following Will Be Accomplished:**

- Street Barricades Please see attached event binder
- Traffic Control Please see attached event binder
- Crowd Control Please see attached event binder
- Utility Services: Water, Sewer, Electric Please see attached event binder
- Lights Please see attached event binder
- Dust Control Please see attached event binder
- Site Clean-up & Maintenance Please see attached event binder
- Security Please see attached event binder
- Site Facilities Please see attached event binder
- Health Dept. Please see attached event binder

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

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

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

Applicant Signature 

Date June 10, 2015

**Office Use Only**

- Insurance Certificate       List Of Vendors
- Deposit       Plot Plan

Meeting

Date

Time

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

Notes \_\_\_\_\_  
\_\_\_\_\_

## GENERAL REGULATIONS

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

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

## FOOD AND ALCOHOL REGULATIONS

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

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

## FEE AND DEPOSIT SCHEDULE

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

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

## SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION

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

  
\_\_\_\_\_  
Applicant Signature  
6/10/15  
\_\_\_\_\_  
Date

Event Name 52nd Annual Tehachapi Mountain Festival\*

Date Sunday, August 16, 2015

Department

Comments

**52<sup>nd</sup> Annual TEHACHAPI MOUNTAIN FESTIVAL®**

**AUGUST 10-16, 2015**

**"Mountain Fun Under the Sun"**

This proposal will outline the Chamber of Commerce's requests for use of City facilities, for the 2015 Tehachapi Mountain Festival® and PRCA Rodeo. It will also outline by date the scheduled activities during the Mountain Festival week.

Tehachapi Valley Park and Recreation district has been contacted and all fees and agreements have been applied for and paid, regarding the use of Central Park.

**Carl Gehricke is our Mountain Festival Chairman. (#2)**

**Marty Pay is Chairperson of the Board for the Chamber of Commerce. (#2)**

Prior to the actual week of the Tehachapi Mountain Festival® there is a great deal of preparation. Although the Mountain Festival Committee includes all activities in their itinerary, not all activities are Chamber sponsored or included under the Chamber's insurance policy. A copy of the **General Liability, Liquor Liability (#3)** policy will be provided no later than July 31, 2015. The City attorney will approve all vendors required to submit insurance policies. (#4)

**Contact: Ida Perkins. (#2)**

**The following details for the Mountain Festival are outlined by the date each event occurs.**

**MONDAY-TUESDAY, AUGUST 10-18 Carnival-G & S Shows (#9)** will be setting up on the property owned by Jorgensen Financial at the corner of D & Robinson Streets across from Claude L Wells Education Center. They will take approximately three days to set up and two days to tear down. They will be open on Friday, August 14, from 6:00 pm to 11:00 pm, Saturday, August 15, from 12:00 pm to 11:00 pm and Sunday, August 16, from 12:00 pm to 8:00 pm. The City attorney, prior to the event, will approve insurance for the event. The county fire department will be notified for inspections needed.

**Contact: Carl Gehricke/Ida Perkins (#2)**

**The Moose Lodge & Warrior Boosters**, will be selling **Good Time Badges (#7)** throughout the Tehachapi area. A schedule of their appearances will be submitted to the City. Arrangements will be made through Ashlee Whitmore for when the Good Time Bandits will visit City Hall. (#8) The Moose Lodge is insured through their national organization for their fund-raisers.

**Contact: Bob Backman. (#2)**

**The PRCA Rodeo** is a separate non-profit organization. They are providing information to the City on their own behalf. The Rodeo is part of Mountain Festival, but is **NOT** a Chamber-sponsored function and is **NOT** covered under the Chamber's insurance.

**Contact and Chairman is Dal Bunn . (#2)**

**FRIDAY, AUGUST 14 Directional Signs (#8)** will be posted throughout the downtown area indicating directions to the park, carnival, rodeo grounds, Car Show, etc. A map showing sign locations is attached. **(#8)** This is covered under the Chamber Insurance.

**Contact: Carl Gehricke (#2)**

**FRIDAY, AUGUST 14** Setup will begin at **Central Park** Friday morning. Approximately thirteen **Food Vendors**, five **Miscellaneous booths** and twenty eight **Commercial Vendors** will be setting up in designated places in the park. See **Map (#13)**, Food vendors are local non-profit organizations and commercial vendors. **After 3:00 p.m.**, approximately 40 **Craft Vendors** will be setting up in the street in designated booth spaces in groups of two on "E" Street and Mojave. **(#13)** There will be a 20' clearance from the booths to edge of the curb on the North side of E Street and the East side of Mojave Street, allowing sufficient access for emergency vehicles. All vendors will provide proof of insurance.

**Contact: Ida Perkins (#2)**

A list of **health permits** and **resale numbers** for all vendors will be submitted two weeks prior to event, **(#13)** and will be mailed to the appropriate agencies. Maps of vendor locations and the streets needing to be blocked are attached. **(#13)**

**FRIDAY, AUGUST 14 Carnival** opens at 6:00 p.m. to 11:00 p.m. on Jorgensen Property.

**Security** will be on duty in the Park and Carnival grounds from Friday night at 6:00 p.m. to 6:00 p.m. on Sunday. A schedule is attached **(#5)**.

**Contact: Gary Knight (#2)**

Alternate parking for residents surrounding the park has been addressed as indicated in the attached **letter to the residents.** **(#11)**

**Contact: Ida Perkins (#2)**

There will be a **Beer Garden** in the Park, as indicated on the map. The Greater Tehachapi Chamber of Commerce sponsors this event. A **Liquor License** will be applied for thirty days prior to event (July 14), and an approved copy will be submitted to the City upon receipt. (#6) All consumption of beer is restricted to the Beer Garden. The hours will be from 10:00 a.m. to 5:00 p.m. on Saturday and Sunday. This is covered under the Chamber Liability and Liquor Liability policies, a copy is attached. (#3)

**Contact: Ida Perkins (#2)**

**SATURDAY, AUGUST 15** 7:00 a.m. will be the **Royal Ranger Pancake Breakfast** sponsored by the American Legion Post 221 at the Veterans Hall. This is **NOT** a Chamber sponsored event and is covered under the Royal Ranger Insurance.

**Contact : Christian Life Assembly 822-3813 (#2)**

**SATURDAY, AUGUST 15 Mountain Gallop 5 Miler** 6:30 a.m. presented by Tehachapi Valley Recreation & Parks District. This is **NOT** a Chamber sponsored event and is covered under TVRPD insurance.

**Contact: TVRPD (#2)**

**SATURDAY, AUGUST 15** At 10:00 a.m. will be the **Mountain Festival Parade** down "F" Street. Setup will begin at 8:00 a.m. in the Big-K parking lot and the vacant lot next to Big-K. A map showing the parade route is attached (#10) Vendors will be setting up booths in the spots designated by the Parade Chairman to sell soda, candies, etc. This is a Chamber sponsored event. Mountain Festival Volunteers will provide security and crowd Control. The Chamber requests the City to provide barricades and street closure as per map of parade route attached.

**Contact: David Shaw (#2)**

**SATURDAY, AUGUST 15** **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 11:00 pm. Clean Up Begins at 5:00 p.m.

**Contact: Ida Perkins (#2)**

**Entertainment** in the park will be at the Gazebo starting at 10:00 a.m. to 5:00 p.m.

**Contact : Ida Perkins (#2)**

SATURDAY, AUGUST 15 at 10:00 a.m. to 5 p.m. Tehachapi Mountain Quilters will be holding the **2015 Quilt Show "Legacy of Quilts"** at Monroe High School Gym. This is **NOT** a Chamber sponsored event and is covered under the Tehachapi Mountain Quilters Insurance.

**Contact: Maureen Kelley (#2)**

SUNDAY, AUGUST 16 **Craft, Food, Miscellaneous** and **Commercial** Vendors will be open 10:00 a.m. to 5:00 p.m. at Central Park. **Carnival** will be open at 12:00 pm and close at 8:00 pm. Clean Up Begins at 5:00 p.m.

**Contact: Ida Perkins (#2)**

**Entertainment** in the park will be at the Gazebo starting at 10:00 a.m. to 5:00 p.m.

**Contact : Ida Perkins (#2)**

SUNDAY, AUGUST 16 The Chamber of Commerce will sponsor the **Thunder on the Mountain Car Show**. Registration will begin at 6:00 am at the corner of Green and "F" Streets. The car show will be from 9:00 am to 3:00 p.m. Entry applications/release forms, layout are attached. The car show is being held downtown at **Green and F Streets and Centennial Park**. **Closure of these streets is requested.** (#14) Green Street from Tehachapi Blvd to "D" Street and "F" Street from Curry St to Robinson St. Vehicles PL & PD comprehensive and collision coverage will be the responsibility of each participant. This is a Chamber sponsored event and covered under the Chamber liability insurance.

**Contact: Jed Hannan (#2)**

SUNDAY, AUGUST 16 at 10:00 a.m. to 4 p.m. Tehachapi Mountain Quilters will be holding the **2015 Quilt Show "Legacy of Quilts"** at Monroe High School Gym. This is **NOT** a Chamber sponsored event and is covered under the Tehachapi Mountain Quilters Insurance.

**Contact: Maureen Kelley (#2)**

**Miscellaneous Information:**

**Committee Chairman (#2)**

Entertainment Committee is requesting use and setup on **Friday, August 14<sup>h</sup> of the City Stage for Entertainment** on Saturday & Sunday.

The Mountain Festival Committee through a licensed bonded security company will provide **security. (#5)**

**Medical Facilities** Kern County Fire Department will provide a first-aid station during Mountain Festival operating hours.

**Sanitary Facilities** Adequate sanitary facilities including adequate trash receptacles will be provided during all Chamber-sponsored activities.

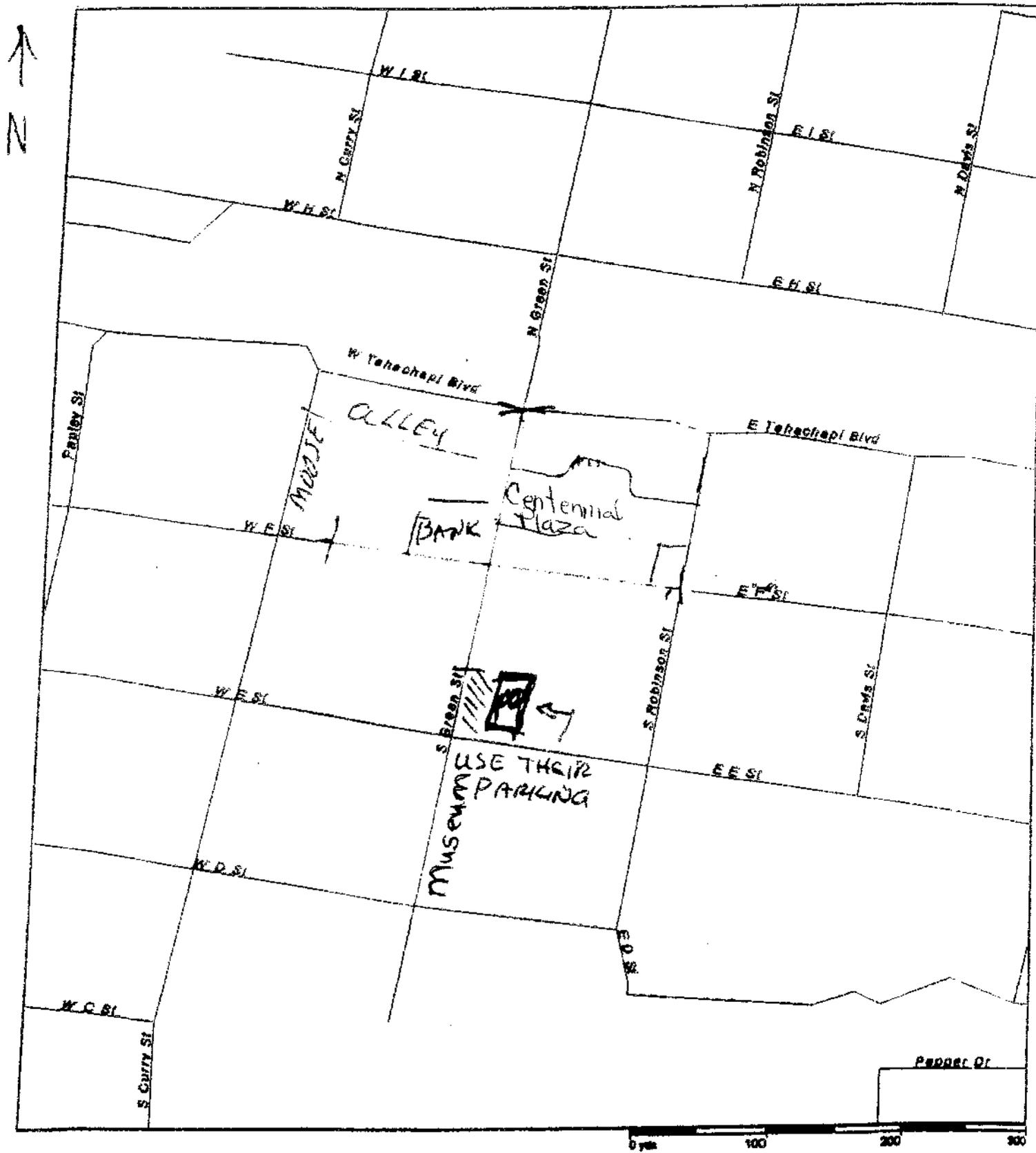
**Handicap Parking** We are requesting that both sides of "E" Street from Robinson to Davis in front of Wells School Auditorium be designated as **Handicap Parking Only**. Six signs, DMV approved, designating Handicap Parking will be mounted on poles or posts early Saturday morning before cars begin to park in this area.

**Street Closures** We are requesting that "D" Street from Robinson to Park be closed to all through traffic with **NO PARKING, with the exception of Food Vendors and Mountain Festival Staff**, which will have parking permits in car windows. "E" Street from Robinson to Mojave and Mojave Street "E" to "D". See Map for details. **(#13)** We are requesting use of City barricades for the parade and additional barricades around Central Park. Security will be stationed at all barricade locations to allow vendors or others as necessary, access to the site during the hours of operation. No parking will be allowed except those having an event issued parking pass, event staff and vendors.

**Water Meter for Carnival** We are requesting that a water meter be installed on the hydrant on Robinson St by the old Wells School Playground for use by the carnival.

**Event Map** Enclosed is a map of activities surrounding the Central Park. **(#13)**

# VINTN FESTIVAL '05 SHOW MAP



**Streets Plus**  
Map Title 1  
Map Title 2



APPROVED  
DEPARTMENT HEAD: *AW*  
CITY MANAGER: *[Signature]*

# COUNCIL REPORTS

MEETING DATE: July 20, 2015

AGENDA SECTION: City Clerk

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

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

**DATE:** JULY 14, 2015

**SUBJECT:** A RESOLUTION CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH

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**BACKGROUND:** As the Council is aware, the City conducts its Weed Abatement Program each summer in an effort to remove weeds, grasses, rubbish and other materials from properties that constitute a fire hazard or other potential public health issue. This process, outlined in Chapter 8.32 of the Tehachapi Municipal Code, allows the City to abate weeds, grasses and rubbish after June 15 for any properties which have not already been cleared. This abatement is performed by a City contractor and the bill for the work is then eligible to be placed as a tax lien against the property.

Prior to placing a lien on a property for abatement costs, the City Council must adopt a resolution confirming the approval by the City Clerk of a certain properties in the City of Tehachapi for the abatement of weeds and rubbish.

**RECOMMENDATION:** Adopt a resolution confirming the approval by the City Clerk of certain properties in the City of Tehachapi for the abatement of certain weeds and rubbish, subject to revision and approval of the City Attorney.

attached hereto as Exhibit "A" are hereby confirmed.

3. The cost of the abatement on the properties as described in Exhibit "A" are hereby made a lien and special assessment against said properties and the City is directed to notify the property owner of and record the lien created herein as required under Government Code Section 38773.1 (b)-(c).
  4. The assessments enumerated herein are not subject to Proposition 218.
  5. That the City Attorney is hereby authorized to commence any action necessary for collecting the sum due including foreclosure on the lien established herein as provided for in Government Code Section 38773.1(c).
  6. That the property owners named in said Exhibit "A" may pay, or cause to be paid, the charges stated therein at the offices of the City of Tehachapi, 115 South Robinson Street, Tehachapi, California at any time prior to the time the lien imposed under Government Code Section 38773.1 and Tehachapi Municipal Code Section 8.32.040 is foreclosed or placed on the property tax rolls for collection as described in paragraph 7 below.
  7. At the discretion of the City Attorney, and in the event such charges assessed and confirmed against the property as listed in Exhibit "A" are not paid in full prior to collection or foreclosure, such special assessment or balance due remaining thereof, may be entered and extended on the property tax roll, and pursuant to law, the County tax collector shall include such amounts on the tax bill applicable to the property for collection therein.
- PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this July 20, 2015.

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

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

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

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

\_\_\_\_\_  
Susan Wiggins, Mayor  
City of Tehachapi, California

ATTEST:

\_\_\_\_\_  
Ashley Whitmore, Deputy City Clerk  
City of Tehachapi, California

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on July 20, 2015.

\_\_\_\_\_  
Ashley Whitmore, Deputy City Clerk  
City of Tehachapi, California

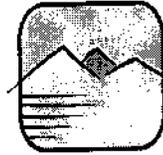
Exhibit A

APN	PROPERTY ADDRESS		COST TO DO WORK	ADMIN COST	TOTAL COST
415-130-21-0	No Situs Available	2014	\$465.00	\$69.75	\$534.75
223-140-49-2	540 Friesen St	2014	\$255.00	\$38.25	\$293.25
416-120-20-2	No Situs Available	2014	\$435.00	\$65.25	\$500.25
415-012-14-5	No Situs Available	2014	\$1,680.00	\$252.00	\$1,932.00
417-012-01-0	No Situs Available	2014	\$150.00	\$22.50	\$172.50
040-140-01-4	310 Curry St	2014	\$180.00	\$27.00	\$207.00
223-530-04-9	No Situs Available	2014	\$245.00	\$36.75	\$281.75
416-010-02-3	No Situs Available	2014	\$245.00	\$36.75	\$281.75
223-140-39-3	No Situs Available	2014	\$285.00	\$42.75	\$327.75
223-140-10-4	21347 Tucker Rd	2014	\$435.00	\$65.25	\$500.25
223-140-38-5	No Situs Available	2014	\$225.00	\$33.75	\$258.75
223-140-37-7	No Situs Available	2014	\$285.00	\$42.75	\$327.75
223-140-36-9	No Situs Available	2014	\$255.00	\$38.25	\$293.25
040-470-22-1	No Situs Available	2014	\$150.00	\$22.50	\$172.50

# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: afrescas  
 Printed: 7/15/2015 - 5:19 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0035	BC Laboratories Inc.		
Check No:	0	Check Date: 07/21/2015	
	B206325-1	Wtr/Samples 04-05/Minton/Highline	50.00
	B206325-2	Wtr/Samples 01-03/East I/West D/Canyon	36.00
	B206540	Swr/Influent/Effluent/Samples	325.00
	B206762-1	Wtr/Samples 02-04/Curry Well/Resv #1 #2	75.00
	B206762-2	Wtr/Samples 01-05-06/Mulberry/Fig/Hickory	36.00
	B207213	Wtr/Samples/Curry Resv	15.00
	B207214	Wtr/Samples/Mojave Well/Dennison Well	30.00
	B207234	Swr/Influent/Effluent/Samples	325.00
		Check Total:	892.00
		Vendor Total:	892.00
0041	Benz Propane Company Inc.		
Check No:	0	Check Date: 07/21/2015	
	238337428-1	Wtr/Acct 1228102/750 Enterprise/June 2015	87.08
	238337428-2	Land/Acct 1228102/750 Enterprise/June 2015	9.67
		Check Total:	96.75
		Vendor Total:	96.75
0182	P&J Electric Inc.		
Check No:	0	Check Date: 07/21/2015	
	4997	Wtr/Minon Well-Relay/Dennison Well-Starter C	1,591.92
	G14011-E-4	CH Anx/Electrical Progress Pay Est #4	2,137.36
		Check Total:	3,729.28
		Vendor Total:	3,729.28
0241	Kern Bros. Trucking Inc.		
Check No:	0	Check Date: 07/21/2015	
	632	Wtr/Rock Dust/Trucking Hrs 2.3	525.26
		Check Total:	525.26
		Vendor Total:	525.26
0263	Lebeau Thelen LLP		
Check No:	0	Check Date: 07/21/2015	
	33	GG/Broome Family Tr vs City of Tehachapi	118.00
		Check Total:	118.00
		Vendor Total:	118.00
0300	Mission Lincn & Uniform Service		
Check No:	0	Check Date: 07/21/2015	
	500423914	PW/#48-Cov-Twl-Post Blue-Lg/ #2 Mat 3x4/Lin	99.10

Vendor	Invoice No	Line Description	Check Amount
	500423915	PW/#2-Honeycomb Mat 3x4/#3-Honeycomb M:	44.46
		Check Total:	143.56
		Vendor Total:	143.56
0304	Mojave Sanitation		
Check No:	0	Check Date: 07/21/2015	
	2561877	Swr/Acct 965528800/800 Enterprise/Bin/Gate/R	132.23
	2562250	Swr/Acct 975428801/800 Enterprise/Storage/Jur	85.00
	2565090	Strts/Acct 975570700/Valley Blvd/Rolloff/Gate/	1,549.23
		Check Total:	1,766.46
		Vendor Total:	1,766.46
0347	Quinn Company		
Check No:	0	Check Date: 07/21/2015	
	WO080058058-1	PW/Caterpillar E201 885PC6823/Axle Trunion 1	167.40
	WO080058058-2	Wtr/Caterpillar E201 885PC6823/Axle Trunion 1	167.40
		Check Total:	334.80
		Vendor Total:	334.80
0362	RSI Petroleum Products		
Check No:	0	Check Date: 07/21/2015	
	0284482	PW/Gasoline/Diesel Fuel	1,112.70
		Check Total:	1,112.70
		Vendor Total:	1,112.70
0476	WITTS Everything for the Office		
Check No:	0	Check Date: 07/21/2015	
	137830-1-3	Eng/Custom Stamp	66.60
	137894-0-1	GG/Paper Michelle	29.22
	137894-0-2	Wtr/Paper Denise/Snyder Well Intertie Project	21.68
		Check Total:	117.50
		Vendor Total:	117.50
0493	Kieffe & Sons Ford		
Check No:	0	Check Date: 07/21/2015	
	18285	Pol/Ford Crown Vic TE24/Parts & Labor	58.04
		Check Total:	58.04
		Vendor Total:	58.04
0543	BSE Rents		
Check No:	0	Check Date: 07/21/2015	
	55816	Air/Water Trailer/Hose	112.75
	58336	Air/Water Trailer	90.43
	58630	Wtr/Compactor	68.12
	58671	Wtr/Propane	12.41
		Check Total:	283.71
		Vendor Total:	283.71
0817	Kimball Midwest		
Check No:	0	Check Date: 07/21/2015	

Vendor	Invoice No	Line Description	Check Amount
	4303532	PW/#24-cleaner/#20-fitting/#10-clamp/#100-wa:	304.95
		Check Total:	304.95
		Vendor Total:	304.95
0842	Kern Transit		
Check No:	0	Check Date: 07/21/2015	
	04302015-1	Dial-A-Ride/April 2015/Operating Costs	13,342.99
	04302015-2	Dial-A-Ride/April 2015/Less Farebox Rev	-543.63
	05312015-1	Dial-A-Ride/May 2015/Operating Costs	12,623.17
	05312015-2	Dial-A-Ride/May 2015/Less Farebox Rev	-498.75
		Check Total:	24,923.78
		Vendor Total:	24,923.78
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date: 07/21/2015	
	109612	Strts/Broom Sweeping Svcs/June 2015	8,640.00
		Check Total:	8,640.00
		Vendor Total:	8,640.00
1075	Prime Signs		
Check No:	0	Check Date: 07/21/2015	
	N-4396	GG/#3-Signs-Chamber-Treasure Trove-Train De	1,379.23
	N-4492	CD/#4 Public Hearing Signs Loop Ranch Plannin	2,093.50
		Check Total:	3,472.73
		Vendor Total:	3,472.73
1503	Southern California Edison Co.		
Check No:	0	Check Date: 07/21/2015	
	209623	Teh Blvd Ph III/Snyder to Dennison/St Lt Install	27,197.45
	209681	Teh Blvd Ph III/Snyder to Dennison/Oh removal	2,720.91
	209682	Teh Blvd Ph III/Snyder to Dennison/Ug Install	26,563.92
		Check Total:	56,482.28
		Vendor Total:	56,482.28
1505	Benz Construction Services		
Check No:	0	Check Date: 07/21/2015	
	2565195	Swr/Acct 58021002/800 Enterprise/Rolloff/June	200.58
	2565418	PW/Acct 300421000/800 Enterprise/Rolloff/Rec	343.46
		Check Total:	544.04
		Vendor Total:	544.04
1724	Banks Pest Control Inc.		
Check No:	0	Check Date: 07/21/2015	
	452674	GG/Bi-monthly service/115 S Robinson/June 20	72.00
	452845-1	Air/Bi-monthly service/314 N Hayes St/June 201	92.50
	452845-2	Air/Bi-monthly service/314 N Hayes St/June 201	46.25
	452845-3	Air/Bi-monthly service/100 Commercial way/Ju	46.25
		Check Total:	257.00
		Vendor Total:	257.00

Vendor	Invoice No	Line Description	Check Amount
1761	Bressler's Air Conditioning & Heating		
Check No:	0	Check Date: 07/21/2015	
	8928	Swr/750 Enterprise/Carrier Circuit Board	484.55
	8932-1	PW/Labor-replaced blower motor- 800 Enterpris	212.50
	8932-2	PW/Parts-1/2 HP blower motor-10 MFD 440 Vol	204.48
		Check Total:	901.53
		Vendor Total:	901.53
2066	JWC Environmental		
Check No:	0	Check Date: 07/21/2015	
	68681	Swr/Drive Shaft Assy/Seal Assy/Gasket	4,206.37
		Check Total:	4,206.37
		Vendor Total:	4,206.37
2147	Coffee Break Service Inc.		
Check No:	0	Check Date: 07/21/2015	
	0221997	GG/Coffee/Sugar/Cream/cups June 2015	533.30
		Check Total:	533.30
		Vendor Total:	533.30
2589	Jerome's Tractor Service		
Check No:	0	Check Date: 07/21/2015	
	C-15-1000	Air/Mow 35.0 AC/Mow 25.0 AC	2,500.00
		Check Total:	2,500.00
		Vendor Total:	2,500.00
2611	Municipal Maintenance Equipment		
Check No:	0	Check Date: 07/21/2015	
	0101922-IN	Wtr/Blind Skid 1/2"x1/2" Jet-Eye	284.89
		Check Total:	284.89
		Vendor Total:	284.89
2752	Fastenal Company		
Check No:	0	Check Date: 07/21/2015	
	CATEH8012-1	Swr/#3-Orng safety vests/eyewear/ear plugs/#3-1	161.84
	CATEH8012-2	Wtr/#3-Orng safety vests/eyewear/ear plugs/#3-1	99.57
	CATEH8012-3	PW/#3-Orng safety vests/eyewear/ear plugs/#3-1	91.33
		Check Total:	352.74
		Vendor Total:	352.74
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date: 07/21/2015	
	190778	AD89-2/Fees Prof Svcs/Through6-30-15	21.00
	190779	AD89-3/Fees Prof Svcs/Through 6-30-15	476.39
		Check Total:	497.39
		Vendor Total:	497.39
3018	CDW Government Inc.		
Check No:	0	Check Date: 07/21/2015	
	GGWR300	ENG/500GB 4GB/vesa mount/wireless mouse	708.38

Vendor	Invoice No	Line Description	Check Amount
	WG54090	IT/#2-Cisco Smartnet 8X5XNBD	604.80
		Check Total:	1,313.18
		Vendor Total:	1,313.18
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date: 07/21/2015	
	37577245-1	Eng/General Services/Prep ATP Exhibits 4/11-5/	1,745.22
	37577245-2	CD/General Services/prep zone map updates 4/1	245.02
	37577245-3	Eng/General Services/Challenger Box Culvert R	1,110.00
	37577245-4	Swt/IPR Discussion/Utilities Services	721.00
	37577246	Wtr/Water Rate Study 4/11-5/8/15	925.00
		Check Total:	4,746.24
		Vendor Total:	4,746.24
3083	Hub International Services Inc.		
Check No:	0	Check Date: 07/21/2015	
	07012015	Main St Chili Cook-Off/Special Event Ins 6/20/1	153.84
		Check Total:	153.84
		Vendor Total:	153.84
3355	Got Weeds?		
Check No:	0	Check Date: 07/21/2015	
	0862	Air/Weed Control/Mowing June 2015	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
3645	Blueprint Service		
Check No:	0	Check Date: 07/21/2015	
	847102	CD/Mounting foamboard/24x36 clr 2D 6/25/15	212.74
		Check Total:	212.74
		Vendor Total:	212.74
3674	Secure On-Site Shredding		
Check No:	0	Check Date: 07/21/2015	
	2562263	GG/Acct 300421002/115 S Robinson/June 2015	36.06
	2562264	Swt/Acct 300421004/750 Enterprise/June 2015	106.59
	2562265	Pol/Acct 300421006/220 W C St/June 2015	71.59
		Check Total:	214.24
		Vendor Total:	214.24
3746	KGET 17		
Check No:	0	Check Date: 07/21/2015	
	2184629	Gr Fondo/Commercial Production	250.00
		Check Total:	250.00
		Vendor Total:	250.00
3807	Diamond Technologies		
Check No:	0	Check Date: 07/21/2015	
	14791	Eng/Software/Anx Conf Rm Computer/MS Offi	297.00
	14810	IT/Back-up License-Monthly Fee June 2015	387.20

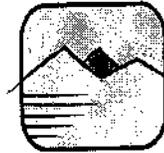
Vendor	Invoice No	Line Description	Check Amount
		Check Total:	684.20
		Vendor Total:	684.20
3837	CEMEX Construction Materials Pac 1		
Check No:	0	Check Date: 07/21/2015	
	9431068727	PW/Buckeye Ultra/6SK 3/8 PM/fees	2,031.76
		Check Total:	2,031.76
		Vendor Total:	2,031.76
3838	Michael J. O'Day and Associates		
Check No:	0	Check Date: 07/21/2015	
	062615	Pol/Pre-Employ Backgrd Inv/ Bowen Thomas W	1,219.70
		Check Total:	1,219.70
		Vendor Total:	1,219.70
3842	All American Glass		
Check No:	0	Check Date: 07/21/2015	
	G-14011-SF-2	CH Anx/Storefront Progress Pay Est #2	1,166.65
		Check Total:	1,166.65
		Vendor Total:	1,166.65
3863	Kernprint Services		
Check No:	0	Check Date: 07/21/2015	
	32158	PD/3 part custom Service Comment Report	342.40
		Check Total:	342.40
		Vendor Total:	342.40
3872	J Bruce		
Check No:	0	Check Date: 07/21/2015	
	G14011-PL-3	CH Anx/Plumbing Progress Pay Est #3	884.13
		Check Total:	884.13
		Vendor Total:	884.13
3881	Western Building Materials Co		
Check No:	0	Check Date: 07/21/2015	
	G14011-R-2	CH Anx/Acoustic Ceiling Tile/Progress Pay Est #	611.25
		Check Total:	611.25
		Vendor Total:	611.25
3895	US National Corp		
Check No:	0	Check Date: 07/21/2015	
	G14011-P-1	CH Anx/Painting Progress Pay Est #1	13,421.60
	G14011-P-2	CH Anx/Painting Progress Pay Est #2	706.40
		Check Total:	14,128.00
		Vendor Total:	14,128.00



# Accounts Payable

## Checks by Date - Detail By Check Date

User: afrescas  
 Printed: 7/15/2015 - 5:15 PM



# CITY OF TEHACHAPI CALIFORNIA

			Check Amount
Check No:	0	Check Date: 07/15/2015	
Vendor:	0300	Mission Linen & Uniform Service	
500468630		Swr/Dust Mop/#2 3x4 Mat/#3 3x10 Mat	44.46
			44.46
Check No:	0	Check Date: 07/15/2015	
Vendor:	0424	Greater Tehachapi Chamber of Commerce	
8409		GG/Ad Bz Referral Guide Back Cover 2015/201	2,500.00
			2,500.00
Check No:	0	Check Date: 07/15/2015	
Vendor:	0476	WITTS Everything for the Office	
137946-0-1		CC/4GB Memory Card	18.74
137946-0-2		GG/#100 GG/Folders/Rest/Calculator/Dispenser	208.53
137958-0		CD/#6 copies 30x42	11.29
137959-0		GG/Storage Box Ltr	49.44
138010		GG/Keyboard Tray	82.78
			370.78
Check No:	0	Check Date: 07/15/2015	
Vendor:	1055	Mercury Graphics	
4665-1		CD/#500 Bus Cards M Smith/R Davis	109.87
4665-2		CD/#500 Bus Cards J Schlosser/D Jones	109.86
4669		GG/#500 Envelopes #9/#1000 Envelopes #10 wi	195.11
			414.84
Check No:	0	Check Date: 07/15/2015	
Vendor:	1070	Kern County Environmental Health Division	
IN0375536		Air/Hazardous Waste Generator/APSA 10-99K C	591.00
			591.00
Check No:	0	Check Date: 07/15/2015	
Vendor:	1469	Kern County Auditor-Controller-County Clerk	
07012015		GG/Recovery LAFCO's Operating Costs	4,269.00
			4,269.00
Check No:	0	Check Date: 07/15/2015	
Vendor:	1505	Benz Construction Services	
2570157		GG/Hot Dog Festival/Rolloff Service/gate fee	426.87
			426.87
Check No:	0	Check Date: 07/15/2015	
Vendor:	1708	JoRonCo Rentals	
1468		Hot Dog Festival/Canopy/Side Walls/Food Booth	2,342.21
1469		Hot Dog Festival/Canopy/Side Walls/Stages	2,710.50
			5,052.71

Check No:	0	Check Date:	07/15/2015	
Vendor:	1724	Banks Pest Control Inc.		
456721		GG/bi-monthly service/104 S Robinson		79.00
				<hr/>
				79.00
Check No:	0	Check Date:	07/15/2015	
Vendor:	2113	Fuel Controls Inc.		
84576		Air/Jet A/Aviation Fuel		11,853.43
84577		Air/100 Octane/Aviation Fuel		16,152.52
				<hr/>
				28,005.95
Check No:	0	Check Date:	07/15/2015	
Vendor:	2147	Coffee Break Service Inc.		
JUL4223		GG/Water Cooler Monthly Rental		26.95
				<hr/>
				26.95
Check No:	0	Check Date:	07/15/2015	
Vendor:	2201	SC Communications Inc.		
96682		PD/Laptop Holder Vehicle #TE-08		204.00
96861		PD/Laptop Holder Vehicle #TE-25		214.75
96862		PD/Laptop Holder Ford Taurus #1236750		204.00
				<hr/>
				622.75
Check No:	0	Check Date:	07/15/2015	
Vendor:	3064	E & W Theatres Inc.		
80-2		GG/On-Screen Advertising Q3 2015		450.00
				<hr/>
				450.00
Check No:	0	Check Date:	07/15/2015	
Vendor:	3104	Hilltop Publishers Home of The Loop		
16270		GG/Full color page Ad/Vol 2813 07/04/15		400.00
				<hr/>
				400.00
Check No:	0	Check Date:	07/15/2015	
Vendor:	3173	Soto Tire & Wheels		
0276		PW/Flat Tire Repair/V-3		15.00
				<hr/>
				15.00
Check No:	0	Check Date:	07/15/2015	
Vendor:	3221	Tehachapi High School Cheer		
07062015		Hot Dog Festival/Booth 4th of July		61.25
				<hr/>
				61.25
Check No:	0	Check Date:	07/15/2015	
Vendor:	3252	Knights Event Management		
07052015		Hot Dog Festival/#2 Security		971.00
				<hr/>
				971.00
Check No:	0	Check Date:	07/15/2015	
Vendor:	3278	Hub Construction Specialties Inc.		
A05000555		PW/#12 Neck Shade Hi Viz Lim		51.47
				<hr/>
				51.47
Check No:	0	Check Date:	07/15/2015	
Vendor:	3861	David A Torres		
201410099		Air/For the services of David Brown		1,102.25
				<hr/>

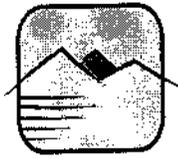
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			<u>1,102.25</u>
Check No:	0	Check Date:	07/15/2015
Vendor:	3897	Aerotech News and Review Inc	
91501		GG/Web Advertising/Display Advertising	
			<u>390.00</u>
			<u>390.00</u>
		Date Totals:	<u>45,845.28</u>
			<u>45,845.28</u>
		Report Total:	<u>45,845.28</u>

# Accounts Payable

## Checks by Date - Detail By Check Date

User: HThomas  
Printed: 7/9/2015 - 4:11 PM



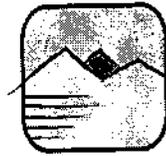
CITY OF  
**TEHACHAPI**  
CALIFORNIA

			Check Amount
Check No:	42990	Check Date: 07/09/2015	
Vendor:	2593	SWRCB	
07082015		WDID/Permit Registration Document fee-App l	200.00
			200.00
		Date Totals:	200.00
		Report Total:	200.00

# Accounts Payable

## Checks by Date - Detail By Check Date

User: afrescas  
 Printed: 7/13/2015 - 5:22 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	42991	Check Date: 07/13/2015	
Vendor:	1739	Chevron & Texaco Business Card Services	
44804918-1		PD/Fleet Veh Fuel	3,705.86
44804918-2		GG/Mft fleet Veh Fuel	238.99
44804918-3		Fin/Fleet Veh Fuel	20.71
			3,965.56
Check No:	42992	Check Date: 07/13/2015	
Vendor:	0155	FedEx	
507703342		PD/2 Day package-Dept of Justice	47.79
			47.79
Check No:	42993	Check Date: 07/13/2015	
Vendor:	0372	Southern California Edison	
06242015-1		GG/311 E D St 5/22-6/23/15	104.29
06242015-2		Land/114 S Green 5/22-6/23/15	157.13
06242015-3		CC/104 S Robinson St 5/22-6/23/15	71.04
06242015-4		Strts/113 S Mojave St 5/22-6/23/15	151.49
06242015-5		LLD/318 E E St 5/22-6/23/15	53.98
06252015-1		GG/200 W Tehachapi Blvd 5/26-6/24/15	27.26
06252015-2		PD/220 W C 5/26-6/24/15	2,565.91
06252015-3		Strts/213 S Curry St A 5/26-6/24/15	19.28
06252015-4		LLD/329 1/2 D St 5/26-6/24/15	83.20
06262015-1		GG/1125 Capital Hills 5/27-6/25/15	24.58
06262015-2		GG/109 E Tehachapi Blvd 5/27-6/25/15	148.70
06262015-3		GG/111 W I St 5/27-6/25/15	47.38
06262015-4		Strts/209 1/2 E Tehachapi Blvd 5/27-6/25/15	25.26
06262015-5		Strts/333 1/2 E Tehachapi Blvd 5/27-6/25/15	146.00
06262015-6		Swr/880 Enterprise 5/27-6/25/15	1,661.21
06262015-7		Swr/800 Enterprise 5/27-6/25/15	9,194.15
06262015-8		Drain/119 Industrial Pkwy 5/27-6/25/15	25.98
06272015		PW/801 Mountain View Ave 5/28-6/26/15	59.73
06302015-1		Strts/Tehachapi Bl W/O Green 5/28-6/26/15	16.79
06302015-2		Strts/103 Tehachapi Blvd 5/28-6/26/15	75.60
06302015-3		Strts/101 E Tehachapi Blvd #B 5/28-6/26/15	169.44
06302015-4		Strts/110 S Mill St 5/28-6/26/15	127.42
06302015-5		Strts/Curry/D St 5/28-6/26/15	16.79
06302015-6		Wtr/358 E D St 5/7-6/8/15	2,372.47
			17,345.08
Check No:	42994	Check Date: 07/13/2015	
Vendor:	2940	US Bank Corporate Payment System	
0339752		Eng/Coffee/bagles-Bi-annual utility meeting	46.15
0409039-1		Eng/Amazon-set of 3 non-stick cookie sheet	18.26
0409039-18		Eng/Amazon-400 piece disposable knife set	9.66
0409039-2		Eng/Amazon-15-piece block knife set/wide slot	77.08
0409039-4		Eng/Amazon-org/spoons/forks/wtr can/bowl set	93.58

0409039-5	Eng/Amazon-10-piece cookware set/paper plates	108.57
0409039-6	Eng/Amazon-trivets/pot holder/coaster/placemat	9.31
05202015	CD/Downtown Promotion reporter 1Yr Subscript	226.50
05232015	CD/2 eFax 06/23-7/22/15	16.95
05262015	Air/Albertsons-water/snacks	128.62
06072015	GG/Constant Contact June 2015	70.00
06092015	GG/Kern EDC-27th Annual Dinner-SW/GG/MV	400.00
06112015	GG/The CUB newspaper subscription	10.80
069958	GG/Albertsons-cupcakes-Evelyn's Farewell	13.98
0714617-11	Eng/Amazon-Keurig brewing system	173.70
072957	Wtr/Chevron-gas	46.46
094428	Fin/Gas-RMA Exec Sub Co meeting	40.61
1006025855	GG/Cisco WebEx June 2015	24.00
109318	CH Anx/Custom aluminum designer property sig	54.99
1332775	Gr Fondo/Facebook Ads 4/29-5/27/15	236.92
1340442	GG/Adobe Bus Catalyst-webCommerce Subcrip	38.88
1506-0903	Fin/Walgreens-Retirement Gift-Evelyn C	100.00
1600223-12	Eng/Amazon-13 gallon step waste can	42.99
1600223-13	Eng/Amazon-Upwright sweep set	16.09
16160	GG/Loop-Full Page Color Ad Vol 2811 6/6/15	400.00
2594182	Air/Home Depot-1-1/2" paper key tags w/ring	5.64
260413-1	PD/Parking-Records Act Training D Brown- 6/4-	18.00
260413-2	PD/Lodging-Records Act Training-D Brown 6/4-	278.88
260414-1	PD/Parking/Records Act Training M Stout 6/4-6-	18.00
260414-2	PD/Lodging/Records Act Training-M Stout 6/4-6-	278.88
2612751	PD/LA Police Gear-Holster/belt/belt keeper	286.19
2749	Gr Fondo/Echelon Design-Event listing Fun Rid	125.00
3583527	Air/Home Depot-#4-heavy duty doc boxes	25.67
4250666-19	Eng/Amazon-In line water filter	34.52
4345	GG/UPS-16x16 box/LG bubble/12x10/Ground r	34.07
4399468-10	Eng/Amazon-Silicone glass dish drying mat	9.99
459225C-1	Hotdog Festival-Oriental Trading Company-toys	23.00
459225C-2	Hotdog Festival-Oriental Trading Company-toys	241.70
5326626-9	Eng/Amazon-4 pack glass cleaner	16.27
5585054-7	Eng/Amazon-Freezer bag/foil/dish soap/plastic v	25.49
574412684-8	Eng/Costco-4 shelf wire shelving rack	257.98
5953846	PD/Amazon-5TB external hard drive w/mobile h	161.24
6116257-3	CH Anex/Amazon-returned chrome wall mirror	-110.19
65092894	Coun/Lodging/Public Safety Comm-E Grimes 6-	257.04
660385742	GG/Adobe Creative Cloud June 2015	49.99
6703451	PD/Amazon-Index copier dividers #1-8 tab & #1	30.39
690003	Swr/Adv Waste Tr #5/Op waste wtrTr plant V II	221.35
7168232	CH Anex/Amazon-Oval tilting mirror	50.54
7236210	PD/Amazon-2Gal sharps container w/rotor lid	9.48
81499531	CD/CoreLogic-Kern CA Prop Search-Realquest	241.67
81579640-1	PD/Meals/Records Act Tr D Brown-(reimbursing)	29.61
81579640-2	PD/Parking-Records Act Training D Brown	18.00
8471413-14	Eng/Amazon-1 box light duty disposable rags	15.34
87792231	PD/Lodging-Orange Co Sheriff-FTO Update-M	281.04
88052423	PD/Lodging-Orange Co Sheriff-FTO Update-C I	281.04
90314	GG/Aerotech News-Desert Wings Ads-June 201	780.00
9720266-20	Eng/Amazon-Hot & cold water dispenser	356.72
NNO1569	PD/NNO/#200-awareness bracelets/#5-banners/#	425.00
SO19353	Gr Fondo/Ashworth Awards/#1000-Dep 50%-bo	1,550.00
X3-1224483165	GG/SiriusXM 6/4-7/4/15	21.63

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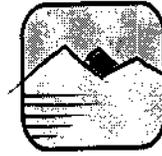
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# Accounts Payable

## Checks by Date - Detail By Check Date

User: afrescas  
 Printed: 7/13/2015 - 5:19 PM



# CITY OF TEHACHAPI CALIFORNIA

			Check Amount
Check No:	42995	Check Date: 07/13/2015	
Vendor:	3735	California Building Standards Commission	
07132015		SBS Fees April- June 2015	73.80
			<hr/>
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Check No:	42996	Check Date: 07/13/2015	
Vendor:	3736	Department of Conservation	
7132015		SMIP Fees April-June 2015	128.97
			<hr/>
			128.97
Check No:	42997	Check Date: 07/13/2015	
Vendor:	0426	Tehachapi-Cummings County Water District	
12875800		Wtr Usage/Service chg/Benz sanitation	210.75
147810		LLD/Water usage/Service Chg/Median	24.24
30076800		LLD/Water usage/Service Chg/Landscaping	534.82
3028600 062015		Wtr/Service chg/Henway	4.50
46175800		Wtr Usage/Service chg/Chemtool	395.03
48410800		LLD/Water usage/Service Chg/Warrior park	1,370.59
950171		Wtr Usage/Service chg/TUSD	9,018.25
			<hr/>
			11,558.18
Check No:	42998	Check Date: 07/13/2015	
Vendor:	3896	Voler	
07132015		Gr Fondo/Deposit for Tehachapi Gran Fondo Jer	11,282.94
			<hr/>
			11,282.94
Date Totals:			23,043.89
			<hr/>
Report Total:			23,043.89
			<hr/>



# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

A handwritten signature in black ink, appearing to be "C. Vance", is written over the "CITY MANAGER:" label.

MEETING DATE: JULY 20, 2015    AGENDA SECTION: ECONOMIC DEVELOPMENT

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

**FROM:**           MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

**DATE:**            JULY 14, 2015

**SUBJECT:**        TEHACHAPI GRANFONDO CYCLING EVENT SUPPORT

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## BACKGROUND

Attached to this report is an agreement between the City of Tehachapi and SamBarn Promotions for logistical support at the Tehachapi GranFondo. SamBarn Promotions will provide assistance with marking the 100 mile GranFondo route, day of event cyclist support and announcing during the event. Payment for this assistance will be in the amount of \$2500.00.

## FISCAL IMPACT

The cost to hire SamBarn Promotions is \$2,500. These costs will be paid for from the existing Tehachapi GranFondo budget. As of 7/15/15 we have collected \$42,500 in sponsorship and \$47,400 in registrations. The budget to produce the event is estimated at \$83,925 and we anticipate more registration revenue in the coming months.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN SAMBARN PROMOTIONS AND THE CITY OF TEHACHAPI FOR LOGISTICAL AND PLANNING SUPPORT FOR THE TEHACHAPI GRANFONDO IN THE AMOUNT OF \$2,500.**

## **AGREEMENT**

**THIS AGREEMENT** (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF TEHACHAPI (the "City") and KEITH BARNDEN, dba SAMBARN PROMOTIONS, a California General Partnership (the "Consultant"),

### **W I T N E S S E T H:**

WHEREAS, City is sponsoring the Tehachapi GranFondo (the "GranFondo") and wishes to contract with Consultant to provide logistical and route support (the "Services") pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

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

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.
2. City hereby contracts with Consultant to perform the Services pursuant to the terms and conditions of this Agreement from September 17, 2015 through September 19, 2015 from 7:00 a.m. to 5:30 p.m. each day.
3. Consultant shall perform the Services for a total fee of \$2,500.00 which shall be payable upon conclusion of the GranFondo.
4. The term of this Agreement shall be from September 17, 2015 through September 19, 2015 subject to earlier termination as hereinafter provided.
5. Consultant shall indemnify, defend and hold harmless City and its officers, Councilpersons, Commissioners, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property, arising out of or in any way connected with an act or omission by or on behalf of Consultant.

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

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles;

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

Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, Commissioners, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," excluding professional liability insurance, and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

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

8. Either party may terminate this Agreement at any time by giving the other party ten days prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City. Provided, however, if the value of the Services rendered through the date of termination is less than the initial payment or the Second Payment after same have been made, then Consultant shall return the excess to City within ten (10) days of City's request for same.

9. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or if sent by electronic mail ("email") or when deposited in the United States mail, postage prepaid, first class, faxed, emailed or addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Email - [ggarrett@tehachapicityhall.com](mailto:ggarrett@tehachapicityhall.com); or if to Consultant, Keith Barnden, 2230 Cedar Street, Bakersfield, California 93301, Email – [kbarnden@yahoo.com](mailto:kbarnden@yahoo.com). Any party may change its address by giving notice to the other party in the manner herein described.

10. All reports, information, data and exhibits and other documentation prepared by Consultant whether or not copyrighted shall be the property of the City and shall be delivered to City upon demand without additional costs or expense to the City but in no event any later than upon completion of Consultant's obligations under this Agreement or its earlier termination.

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

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

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

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

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

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

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

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

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

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

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

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

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SUSAN WIGGINS, Mayor of the City of  
Tehachapi, California

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KEITH BARNDEN, SAMBARN PROMOTIONS,  
**"Consultant"**



# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

MEETING DATE: JULY 20, 2015 AGENDA SECTION: DEVELOPMENT SERVICES

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

**FROM:** JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR

**DATE:** JULY 13, 2015

**SUBJECT:** TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III - AWARD

**BACKGROUND:**

The City of Tehachapi successfully applied for Transportation Enhancement (TE) funds through the Kern Council of Governments for improvements to Tehachapi Boulevard from Snyder Avenue to Dennison Road. The project seeks to construct sidewalk, curb ramps, pedestrian lighting, and landscaping.

On June 10, 2015 advertising began for the project. Staff opened bids for this project on July 9, 2015. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Cal Prime, Inc	\$750,000.00
Golden Vista Construction	\$818,064.79

**FISCAL IMPACT:**

The total grant funds available for this project (including Design, Environmental, Construction, and Construction Administration) total \$547,000. These funds can provide up to 88.53% of the cost of the project. The remaining funds must be drawn from Gas Tax revenues or from other sources as directed by the City Finance Department. Approximately \$230,000 of the Cal Prime bid was for the widening effort of the intersection of Tehachapi Boulevard and Dennison Road. This portion of the project is not eligible for grant funds and was to be funded through BNSF Double-Tracking settlement funds. Furthermore, traffic mitigation fees can be used if needed to supplement portions of the project. Therefore, this project is fully funded. This project was budgeted for this fiscal year.

**RECOMMENDATION:**

City staff has reviewed the bids as received and has deemed the proposal from Cal Prime, Inc. to be responsive.

**AWARD THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III TO CAL PRIME, INC. IN THE AMOUNT OF \$750,000.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$37,500.00).**



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

# COUNCIL REPORTS

MEETING DATE: JULY 20, 2015    AGENDA SECTION: DEVELOPMENT SERVICES

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

**FROM:**                JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR

**DATE:**                July 13, 2015

**SUBJECT:**             LABOR CONSULTANTS OF CALIFORNIA AGREEMENT

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## BACKGROUND

As the Council may recall, last September a resolution was adopted to approve a Labor Compliance Program for the Snyder Well Intertie Project. This program was submitted and has been approved by the Department of Industrial Relations. This construction project is currently bidding and, as such, the City needs to hire a consultant to implement the program. As proposed in our Program to the State of California, Labor Consultants of California were designated to handle this compliance work. Staff received a scope of work and proposed fee for the services in question and finds the proposal acceptable.

## RECOMMENDATION

**APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND LABOR CONSULTANTS OF CALIFORNIA SUBJECT TO APPROVAL OF THE CITY ATTORNEY.**

**AGREEMENT**

**THIS AGREEMENT** (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF TEHACHAPI ("City") and LABOR CONSULTANTS OF CALIFORNIA, (the "Consultant"),

**W I T N E S S E T H:**

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

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

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

2. City hereby contracts with Consultant to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services").

3. Consultant shall provide the Services for the following compensation:

(a) The fee for the services shall not exceed \$16,575.00 (the "Fee") which shall be payable to Consultant upon completion of the Services to the reasonable satisfaction of City; and

(b) City shall pay Consultant pursuant to invoices (the "Invoices") submitted by Consultant. Consultant shall submit Invoices no more often than monthly. Each Invoice shall describe the Services that have been completed and the portion of the Fee payable for same and such other information as required by City Manager from time to time. City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon

approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

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

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

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

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

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles; and

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

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

As for the insurance described in Paragraph (a) above, Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees, and agents are named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten days prior written notice to City.

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

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

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

11. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed by confirmed facsimile or when sent by email or when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of delivery or on the next business day after deposit with an overnight carrier provided the carrier's records show delivery on the next business day provided sent to the following address: If to City, City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-8559, Email - [jschlosser@tehachapicityhall.com](mailto:jschlosser@tehachapicityhall.com) or if to Consultant, Labor Consultants of California, PO Box 1875, Hanford, California, Fax – (559) 584-0897, Email – [laborc@cnetech.com](mailto:laborc@cnetech.com). Any party may change its address or fax number by giving notice to the other party in the manner herein described.

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF TEHACHAPI, "**City**"

By: \_\_\_\_\_  
Susan Wiggins, Mayor of the  
City of Tehachapi, California

LABOR CONSULTANTS OF CALIFORNIA, "**Consultant**"

By: \_\_\_\_\_  
Name:  
Its:

## **Exhibit A: Scope of Work**

### **Labor Compliance Program**

Labor Consultants of California institutes this Labor Compliance Program for the purpose of implementing its policy relative to the labor compliance provisions of state and federally funded public works contracts.

*Public Resources Code 75075: The body awarding any contract for a public works project financed in any part from funds made available pursuant to this division shall adopt and enforce, or contract with a third party to enforce, a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to that public works project).*

California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program ("LCP") contains the labor compliance standards required by state and federal laws, regulations, and directives and contract provisions, which include, but are not limited to, the following:

1. Contractors' payment of applicable general prevailing wage rates.
2. Contractors' employment of properly registered apprentices.
3. Contractors' providing certified payroll records upon request but not less than weekly.
4. Program's monitoring awarding body construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Programs conducting pre-job conferences with contractors/subcontractors.
6. Program's withholding contract payments and imposing penalties for noncompliance.
7. Program's preparation and submittal of annual reports.

Labor Consultants of California is the awarding body's representative for enforcement of the LCP.

Labor Consultants of California institutes this Labor Compliance Program ("LCP") for the purpose of implementing its policy relative to the labor compliance provisions of state and federally-funded public works contracts and specifically to comply with the provisions of the Public Resources Code Section 75075 sections by use of funds derived from the California Department of Public Health/DWR Funding. This LCP contains the labor compliance standards required by state and federal laws, regulations, directives and contract provisions.

The California Labor Code Section 1770, et seq., and Public Resources Code Section 75075 require that contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Office of Policy, Research and Legislation (OPRL).

In establishing this LCP, Labor Consultants of California adheres to the statutory requirements as enunciated in Section 1771.5(b) of the Labor Code. Further, it is the intent of Labor Consultants of California to actively enforce this LCP by monitoring construction sites for the payment of prevailing wage rates, and by requiring contractors and subcontractors having workers on job sites to submit copies of certified payroll records demonstrating their compliance with the payment of prevailing wage rates.

Should applicable sections of the Labor Code or Title 8 of the California Code of Regulations undergo alteration, amendment, or deletion, Labor Consultants of California in accord with the body awarding the contract will modify the affected sections accordingly.

***LABOR CONSULTANTS OF CALIFORNIA/LABOR COMPLIANCE PROGRAM  
COMPONENTS***

**Table of Contents**

- I. Call for Bids/ Contracts
- II. Pre-Construction Conference
- III. Contractor Eligibility Verification
- IV. Labor Unions and Apprenticeship Programs
- V. Certified Payroll Records
- VI. On-Site Monitoring
- VII. Investigations
- VIII. Payroll Audits
- IX. Withholding of Penalties, Forfeitures and Underpayments of Wages for Violations of Public Work Laws
- X. Labor Standards Compliance Forms
- XI. Communication Protocol

### **I. Call for Bids/ Contracts**

Labor Consultants of California works with the awarding body in securing both State and Federal wage determinations, attaching them to the bid specifications and contracts for each public works project thus assuring contractors bidding a project are aware of the requirements of Chapter 1 of Part 7 of Division 2 of the State Labor Code.

Additionally, each contractor securing a contract on a public works project is required to sign an acknowledgment that he or she understands the prevailing wage requirements and that contract payments shall not be made when payroll records are delinquent or inadequate.

### **II. Pre-Construction Conference**

One of the most important aspects of assuring labor compliance on a project is to conduct a thorough pre-construction conference with the general contractor and the subcontractors. The conference sets forth the framework in establishing the labor standards parameters. Labor Consultants of California's conference agenda includes discussion and handouts of the following items:

1. Appropriate State Wage Determination and Federal Wage Decision (if applicable).
2. State Labor Standard Provisions (Labor Code Sections 1720, i.e.)
3. Payroll Reporting Forms (A-1-131 Form) with Instructions
4. Statement of Compliance
5. Certification of Understanding and Authorization (applicable for DBRA)
6. Certification of Applicable Fringe Benefit Payments/ Authorization for Deductions
7. Contractor's/ Subcontractor's Certification Concerning Labor Standards and Prevailing Wages
8. Posting Requirement of Notice to All Employees (General Contractor)
9. Suggested Checklist of Labor Law Requirements (CCR 16430)

Upon the conclusion of the conference, Labor Consultants of California preserves the minutes of the conference and submits them to the awarding body. In addition, Labor Consultants of California will provide copies of the Laws and Regulations Governing the Payment of Prevailing Wages, which will be available for review by contractors or other interested parties.

### **III. Contractor Eligibility Verification**

Prior to awarding a contract, Labor Consultants of California shall verify that the successful bidder and all prime contractors are not on the state or federal list of ineligible contractors, that they possess a valid state contractor's license and meet other licensing requirements, e.g. workers compensation insurance. Labor Consultants of California also recommends similar verification of all selected subcontractor's eligibility prior to working on the project. The company maintains Internet access to federal and state web sites securing vital information.

#### **IV. Labor Unions and Apprenticeship Programs**

Labor Consultants of California maintains a professional business relationship with the building trades and apprenticeship programs. The activities of this firm shall include on-going dialogue with these agencies in assuring compliance with apprentices on the job and adherence to a collective bargaining agreement if applicable.

Contractors on public work projects are provided copies of the apprentice regulations pursuant to Labor Code 1777.5 Apprentices on Public Work Projects/ Summary of Requirements, DAS-140/ Contract Award Information, DAS-142/ Request for Dispatch of Apprentice and CAC-2 Training Fund Contribution Form).

#### **V. Certified Payroll Records**

Labor Consultants of California reviews all of the certified payroll records (A-1-131 form) on a weekly basis and compares them to the wage decision and/or wage determination in effect. If certified payroll records submitted are not in compliance with the requirements of Labor Code Section 1776, Labor Consultants of California on behalf of the awarding body shall issue a Notice of Temporary Withholding on Contract Payments Due to Delinquent or Inadequate Payroll Records (Notice) pursuant to Labor Code Section 1771.5, subdivision (b) (5) and California Code of Regulations, title 8, section 16435. The withholding of contract payments does not require the prior approval of the Labor Commissioner. The awarding body shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus an additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate, provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

When contract payments are withheld under this section, the Labor Compliance Program shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or state why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section. The Labor Compliance Program will include in the Notice of Temporary of Withholding on Contract Payments Due to Delinquent or Inadequate Payroll Records the following information to the affected contractors.

#### **Prime Contractor Obligations:**

If contract payments are being withheld due to the delinquency or inadequacy of your subcontractor's payroll records, you are required to cease all payments to that subcontractor until the Labor Compliance Program provides notice that the subcontractor has cured the delinquency or deficiency.

### **Notice of Right to Obtain Review – Expedited Hearing**

An affected contractor or subcontractor may request review an expedited hearing to review this Notice of Withholding of Contract Payments under Labor Code §1742. *The only issue in any such review proceeding is whether the specified payroll records are in fact delinquent or inadequate within the meaning of 8 CCR §16435 or whether the Labor Compliance Program has exceeded its authority under 8 CCR §16435.* **To obtain an expedited hearing, a written request must be transmitted to the both the Labor Compliance Program and to the Lead Hearing Officer for the Director of the Department of Industrial Relations, as follows:**

Richard Perez, Labor Compliance Manager  
Labor Consultants of California on behalf of the County of Tulare  
***Expedited Hearing Request***  
Fax to: (559) 584-0897

Office of the Director – Legal Unit  
Attention: Lead Hearing Officer  
***Expedited Hearing Request***  
Fax to: (415) 703-4277

The request for expedited hearing should specify the basis for challenging this Notice and include a copy of this Notice as an attachment. The request should also identify and provide contact information for the person who will represent the contractor or subcontractor at the hearing.

**Important Additional Information:** This is a Notice of Temporary Withholding of Contract Payments for Delinquent or Inadequate Payroll Records *only*. This is *not* a determination of liability for wages or penalties under Labor Code §§1775 and 1776 or any other statute. *Contract payments cannot continue to be withheld pursuant to this notice, once the required records have been produced.* However, the contractor and subcontractor may still be subject to the assessment of back wages and penalties and the withholding of contract payments if, upon investigation, a determination is made that the contractor or subcontractor violated the public works requirements of the Labor Code.

This Notice only addresses rights and responsibilities under state law. Awarding bodies, labor compliance programs, and contractors may have other rights or responsibilities under federal or local law, where applicable, and may also have additional rights or remedies under the public works contract.

No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776 (g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776 (g) does require the prior approval of the Labor Commissioner under section 16436 of the California Code of Regulations.

## **VI. On-Site Monitoring**

A significant step in determining project labor standards compliance is to conduct frequent on-site employee interviews. It is critical to have early detection of potential violations. The results of the interviews are compared to the contractor's certified payroll records to ascertain that the correct classification, hours and wages were paid. The mailing of employee questionnaires may also be utilized when it is cumbersome or employees are reluctant to be interviewed on-site. (It should be noted that Labor Consultants of California has the ability to conduct interviews in both English and Spanish).

## **VII. Investigations**

The general or prime contractor on a construction project is not only responsible for its own workforce but also has the burden of responsibility for its subcontractors' employees. Issues that invoke wage restitution must be investigated in a timely manner thus giving the interested parties the opportunity to respond and offer resolution to the investigative findings. As representative or agent for an awarding body, Labor Consultants of California consults with management on every compliance matter that may need resolution and prior to recommending any punitive action against a contractor.

## **VIII. Payroll Audits**

Appropriately, upon receipt of certified payroll records, employee interview forms and other available documents, i.e. inspector daily logs, etc., Labor Consultants conducts various payroll audits to determine if through its examination of records, the prime and subcontractors have met labor standards compliance. At its conclusion, Labor Consultants submits written notification of its findings to the awarding body with a recommendation for disbursement of contract and retention payments.

## **IX. Withholding of Penalties, Forfeitures and Underpayments of Wages for Violations of Prevailing Wage Laws – Withholding Contract Payments When, After Investigations, It is established that Underpayments or Other Violations Has Occurred (Notice to Withhold of Contract Payments)**

Labor Consultants of California shall work with the awarding body to assure that after investigation of wage compliance, elements of the Labor Compliance Program shall be implemented and will include the withholding of contract payments and/or penalty assessments pursuant to the LCP. Should a contractor dispute the basis of the audit findings the contractor will be advised on their rights of appeal through the Labor Compliance Program. **(The following excerpts are found in the Labor Compliance Program Manual as submitted to the Department of Industrial Relations and will be utilized for this section.)**

(a) "Withhold" and "contracts" have the same meaning set forth in sections 16435(a) and 16435(b) of these regulations.

(b) Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729.

(c) "Amount equal to the underpayment" is the total of the following determined by payroll review, audit, or admission of contractor or subcontractor:

(1) The difference between amounts paid workers and the correct General Prevailing Rate of Per Diem Wages, as defined in Labor Code Section 1773, and determined to be the prevailing rate due workers in such craft, classification or trade in which they were employed and the amounts paid;

(2) The difference between amounts paid on behalf of workers and the correct amounts of Employer Payments, as defined in Labor Code Section 1773.1 and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid;

(3) Estimated amounts of "illegal taking of wages";

(4) Amounts of apprenticeship training contributions paid to neither the program sponsor's training trust nor the California Apprenticeship Council;

(5) Estimated penalties under Labor Code Sections 1775, 1776, and 1813.

(d) The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of these regulations.

Forfeitures Requiring Approval by the Labor Commissioner (Request for Approval of Forfeiture – Suggested Format (**Addendum E**))

(a) For purposes of this section and section 16437 below, "forfeitures" means the amount of wages, penalties, and forfeitures assessed by the Labor Compliance Program and proposed to be withheld pursuant to Labor Code section 1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor or subcontractor; and (2) penalties assessed under Labor Code Sections 1775, 1776 and 1813.

(b) If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) the Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in section 16432(e) of these regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.

(c) For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with section 16437 below.

Determination of Amount of Forfeiture by the Labor Commissioner

(a) Where the Labor Compliance Program requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the information specified in subparts (1) through (9) below. Appendix D is a suggested format for a Request for Approval of Forfeiture under this section.

- (1) Whether the public work has been accepted by the awarding body and whether a valid notice of completion has been filed, the dates if any when those events occurred, and the amount of funds being held in retention by the Awarding Body;
- (2) Any other deadline which if missed would impede collection;
- (3) Evidence of violation, in narrative form;
- (4) Evidence of violation obtained under section 16432 of these regulations and a copy of the Audit prepared in accordance with section 16432(e) setting forth the amounts of unpaid wages and applicable penalties;
- (5) Evidence that before the forfeiture was sent to the Labor Commissioner (A) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (B) the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;
- (6) Where the Labor Compliance Program seeks not only wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the proposal for a forfeiture, with a recommended penalty amount pursuant to Labor Code Section 1775(a);
- (7) Where the Labor Compliance Program seeks only wages or a penalty less than \$50 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of the violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the evidence as to the contractor or subcontractor's knowledge of his or her obligation, including the program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the prejob conference agenda and records, and any other notice given as part of the contracting process. With the file should be a statement, similar to that described in (6), and recommended penalty amounts, pursuant to Labor Code Section 1775(a);
- (8) The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and

9) Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under sections 16425 or 16426 above or whether it has been granted extended approval under section 16427 above.

(b) The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.

(c) A copy of the recommended forfeiture and the file or report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file or report.

(d) The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.

(e) The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:

(1) For all programs other than those having extended authority under section 16427 of these regulations, on the date the Labor Commissioner serves by first class mail, on the Labor Compliance Program, on the Awarding Body if different, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

(2) For programs with extended authority under section 16427 above, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

#### Deposits of Penalties and Forfeitures Withheld

When the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the Labor Compliance Program shall deposit penalties and forfeitures with the Awarding Body.

When collection of fines, penalties or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and Awarding Body or its Labor Compliance Program are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and the Awarding Body, as the Hearing Officer or court may decide.

All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner and to which the Awarding Body or its Labor Compliance Program is not a party, shall be deposited in the general fund of the state.

All wages and benefits which belong to an employee and are withheld or collected from a contractor or subcontractor, either by withholding or as a result of administrative proceedings or any court action, and which have not been paid to the employee or irrevocably committed on the employee's behalf to a benefit fund, shall be deposited with the Labor Commissioner who shall handle such wages and benefits in accordance with Labor Code section 96.7.

**Request for Review of a Labor Compliance Program Enforcement Action; Settlement Authority** (Notice of Transmittal and Notice of Opportunity to Review Evidence Pursuant to Labor Code 1742 (b) (**Addendum F**))

- (a) A contractor or subcontractor may request a settlement meeting pursuant to Labor Code Section 1742.1(b) and may request review of a Labor Compliance Program enforcement action in accordance with Labor Code Sections 1771.6(b) and 1742 and the regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations. The Labor Compliance Program shall have the rights and responsibilities of the Enforcing Agency (as defined in section 17202(f) of Title 8 of the California Code of Regulations), in responding to such a request for review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing office, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments.
- (b) If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the Awarding Body, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.
- (c) Except in cases where the Labor Commissioner has intervened pursuant to subpart (b) above, the Labor Compliance Program shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever a Labor Compliance Program settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code

Section 1742, the Labor Compliance Program shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

### Withholding of Funds From Contractor- - Hearing Procedure

#### **Notice of Right to Obtain Review - Formal Hearing**

In accordance with Labor Code sections 1742 and 1771.6, an affected contractor or subcontractor may obtain review of this Notice of Withholding of Contract Payments (NWCP) by transmitting a written request to the office of the Labor Compliance Program that appears below within 60 days after service of the notice. **To obtain a hearing, a written Request for Review must be transmitted to the following address:**

Labor Compliance Program  
c/o Labor Consultants of California on behalf of the Awarding Body  
Review Office-Notice of Withholding of Contract Payments  
P. O. Box 1875, Hanford, CA. 93232

**A Request for Review** either shall clearly identify the Notice of Withholding of Contract Payments from which review is sought, including the date of the notice, or it shall include a copy of the notice as an attachment, and shall also set forth the basis upon which the notice is being contested. In accordance with Labor Code section 1742, the contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Labor Compliance Program at the hearing within 20 days of the Labor Compliance Program's receipt of the written **Request for Review**.

Failure by a contractor or subcontractor to submit a timely Request for Review will result in a final order which shall be binding on the contractor and subcontractor, and which shall also be binding, with respect to the amount due, on a bonding company issuing a bond that secures the payment of wages and a surety on a bond. Labor Code section 1743.

In accordance with Labor Code section 1742(d), a certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the State against the person assessed in the amount shown on the certified order.

#### **Opportunity for Settlement Meeting**

In accordance with Labor Code Section 1742.1 (c), the Labor Compliance Program shall, upon receipt of a request from the affected contractor or subcontractor within 30 days following the service of this Notice of Withholding of Contract Payments, afford the contractor or subcontractor the opportunity to meet with the Labor Compliance Program's designee **to attempt to settle a dispute regarding this Notice**. The settlement meeting may be held in person or by telephone and shall take place before the expiration of the 60-day period for seeking a hearing as set forth above under the heading Notice of

Right to Obtain Review. No evidence of anything said or any admission made for the purpose of, in the course of, or pursuant to, the settlement meeting is admissible or subject to discovery in any administrative or civil proceeding. No writing prepared for the purpose of, in the course of, or pursuant to, the settlement meeting, other than a final settlement agreement, is admissible or subject to discovery in any administrative or civil proceeding. This opportunity to timely request an informal settlement meeting is **in addition** to the right to obtain a formal hearing, and a settlement meeting may be requested even if a written **Request for Review** has already been made. Requesting a settlement meeting, however, does not extend the 60-day period during which a formal hearing may be requested.

A written request to meet with the Labor Compliance Program's designee to attempt to settle a dispute regarding this notice must be transmitted to Labor Consultants of California at the following address:

P. O. Box 1875  
Hanford, CA. 93232

### **Liquidated Damages**

In accordance with Labor Code section 1742.1 (a), after 60 days following the service of this Notice of Withholding of Contract Payments, the affected contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the notice shall be liable for liquidated damages in an amount equal to the wages, or portion thereof that still remain unpaid. If this Notice subsequently is overturned or modified after administrative or judicial review, liquidated damages shall be payable only on the wages found to be due and unpaid. If the contractor or subcontractor demonstrates to the satisfaction of the Director of the Department of Industrial Relations that he or she had substantial grounds for believing this Notice to be an error, the Director shall waive payment of the liquidated damages.

Notwithstanding the above, in accordance with Labor Code 1742.1 (b), there shall be no liability for liquidated damages if the full amount found due in this Notice, including penalties, has been deposited with the Department of Industrial Relations, within 60 days following service of this Notice, for the Department to hold in escrow pending administrative and judicial review. The Department shall release such funds, plus any interest earned, at the conclusion of all administrative and judicial review to the persons and entities who are found to be entitled to such funds.

In lieu of a cash deposit, the contractor may post an undertaking with the Department in full amount of the Notice of Withholding of Contract Payments. The undertaking shall be on the condition that, if any decision is issued by the Director upholding this Notice in any respect, the contractor shall pay the amount owed pursuant to a decision that is final under Labor Code Section 1742, unless the parties have executed a settlement agreement for the payment of some other amount, in which case the contractor shall pay the amount that the contractor is obligated to pay under the terms of the settlement agreement. The undertaking must provide that if the contractor fails to pay the amount owed within 10 days of the date the decision is final or the execution of the settlement agreement, a portion of the undertaking equal to the amount owed, or the entire undertaking if the amount exceeds the undertaking is forfeited to the Labor Commissioner for the State of California for the purpose of satisfying the amounts owed under this Notice. A payment bond obtained by a contractor for the public works project which is the subject to this Notice shall not be accepted as an undertaking unless the following two conditions are completely satisfied: (1) the payment bond provides the payment of the full amount of this Notice, including but not limited to, all wages, training, trust contributions, and penalties, and (2) the conditions of payment

set forth above are expressly agreed to by the affected contractor(s) and the surety which issued the payment bond. The undertaking should be forwarded to the Department as directed below. The Department's Accounting Office will hold the undertaking until the administrative and judicial review is completed. The disbursement of the bond funds will follow the same process as described above for a cash deposit.

Deposits must be made by check or money order payable to the Department of Industrial Relations with a letter and a copy of the Notice of Withhold Contract Payments and mailed to:

Department of Industrial Relations  
Attention Cashiering Unit  
P.O. Box 420603  
San Francisco, CA 94142

**The Amount of Liquidated Damages Available Under this Notice is \$ \_\_\_\_\_.**

Distribution:

Prime Contractor  
Subcontractor  
Surety(s) on Bond

Attach:

Audit Summary  
Proof of Service

## **X. Labor Standards Compliance Forms and Files**

Labor Consultants of California will establish and maintain all required labor standards compliance forms and files for the project including but not limited to:

- A. Applicable state and federal wage determinations and all modifications
- B. Pre-Construction Conference Minutes
- C. Notice of Start of Construction
- D. Apprenticeship registration and other required labor standards materials
- E. Copies of all memoranda and or correspondence relating to labor standards administration
- F. Records of restitution effected
- G. Administrative actions taken
- H. Semi-Annual Labor Standards Enforcement Reports
- I. Final Compliance Report
- J. Copy of Contractor and Subcontractors Labor Standards Certification
- K. Payroll submissions (A-1-131) or approved equivalent with Statement of Compliance
- L. Employee interviews, attached to payroll against which compliance was monitored
- M. Letters authorizing payroll deductions
- N. Letters identifying fringe benefit funds
- O. Other information required by federal and state agencies

## **XII. Communication Protocol**

Labor Consultants of California (LCC) will handle the day-to-day labor compliance enforcement activities on behalf of the awarding body as described in this Scope of Work above and LCC will maintain daily communication either by telephone, fax, U.S mail and/or email with the awarding body in all LCP enforcement activity including requests for contractor appeals of Notices to Withhold and/or penalty assessments. The Notices shall also advise the contractor and subcontractor if applicable, of the procedure for obtaining review of the withholding of contract payments pursuant to Title 8 of the California Code of Regulations and section 1771.6 of the State Labor Code.

The awarding body shall also serve a copy of the Notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the Notice and to any surety on a bond if known by the awarding body.

Within ten (10) days following the receipt of a Request for Review, the awarding body shall notify the affected contractor or subcontractor of its opportunity and the procedures for reviewing evidence to be utilized by the awarding body at the hearing on the Request for Review. (Rule 17224 of the Prevailing Wage Hearing Regulations).

The awarding body shall be deemed to have provided the opportunity to review evidence required by this Rule if it (1) gives the affected contractor or subcontractor the option at said party's own expense to either (i) obtain copies of all such evidence through a commercial copying service or (ii) inspect and copy such evidence at the office of the awarding body during

normal business hours; or if (2) the awarding agency at its own expense forwards copies of all such evidence to the affected contractor or subcontractor. The evidence required to be provided under this Rule shall include the identity of witnesses whose testimony the awarding body intends to present, either in person at the hearing or by declaration or affidavit.

The awarding body shall make evidence available for review within 20 days of its receipt of the Request for Review; provided that this deadline may be extended by written request or agreement of the affected contractor or subcontractor. The awarding body's failure to make evidence available for review as required by Labor Code section 1742 (b) and this Rule shall preclude the awarding agency from introducing such evidence in proceedings before the Hearing officer or Director.

The awarding body shall also send a Notice of Transmittal regarding the Request for Review to the Department of Industrial Relations Office of the Director's Legal Unit that includes a copy of the Notice of Withholding of Contract Payments and Copy of the Audit Summary. The prime contractor, subcontractor if applicable and the bonding company shall also be copied in the Notice of Transmittal.

All notices issued to contractors as required under the LCP including Notices to Withhold, Settlement Conferences, Payroll Audits and other LCP communications to the State Labor Commissioner shall be made on a timely basis assuring due process for Right to Appeal and Request for Hearing.

### COMPLETION SCHEDULE

#### ***Pre-Construction Phase***

- Prepare pre-construction documents/packets for pre-construction meeting/ to include state wage determination if requested and other labor standards handout materials
- Conduct pre-construction meeting with minutes and sign-in-sheet if requested
- Notify the awarding body regarding the project start date
- Verify the contractor's and subcontractor's eligibility for working on a state funded project by checking the State Contractor's Licensing Board

#### ***Construction Phase***

- Review all contractor/subcontractor payroll records to determine compliance with reporting requirements, wages paid, hours reported and other A-1-131 State payroll form requirements
- Conduct on-site visits and worker interviews on project
- Compare certified payroll record information with interview forms collected
- Notify the awarding body regarding the compliance of contractors performing work on the project
- Verify the posting of the applicable wage decision at the job site location

### ***Close-Out Procedures***

- Complete Monthly Labor Compliance Reports during reporting periods if requested
- Notify the awarding body regarding the completion of the labor compliance
- Provide the awarding body a Project Summary Report that addresses the start and completion dates of the project, labor standards compliance of the project, number of contractor certified payroll reports reviewed and worker interviews conducted if requested
- Maintain all labor standard records for a period of up to 3 years or provide to the awarding body if requested

### ***Proposal Cost for Services (Fee Schedule)***

**Total Consultant Hours for Prevailing Wage Monitoring: 30 hours per month @ \$85.00 per hour @ 6.5 months (200 calendar days): \$16,575 (Not to Exceed). **Based on the insurance requirements of the awarding body, an added cost may be added for the Certificate of Insurance.****

(Consultant hours includes attendance at and preparation of labor standard forms for preconstruction meetings, all certified payroll reviews, labor standards consultation and correspondences with the awarding body, interested parties and project contractors, report writing, worker on-site interviews, project related expenses such as travel to the job site, printing cost and use of telephone, fax, computer and other business related materials)

### ***Additional Consulting Services for Extended Work Exceeding the Estimated Duration of the Project***

Additional consulting services provided by Labor Consultants of California if needed shall be charged at \$85.00 per hour. If such services are desired, Consultant's invoice shall include the number of hours worked with a brief description of the type of work provided.



# COUNCIL REPORTS

APPROVED

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

CITY MANAGER: 

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

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

**FROM:** AARON PRICE, CODE ENFORCEMENT OFFICER

**DATE:** JULY 20, 2015

**SUBJECT:** DRUG HOUSE AND CHRONIC NUISANCE ORDINANCE

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## 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

Adopt 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.**

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**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 6<sup>th</sup> day of July, 2015.

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

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

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

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

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SUSAN WIGGINS, Mayor of  
the City of Tehachapi, California

ATTEST:

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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.

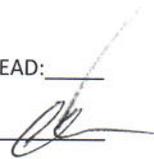
**9.28.090 - Property owner's affirmative defense.**

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

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: 

**MEETING DATE: JULY 20, 2015 AGENDA SECTION: POLICE DEPARTMENT**

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

**FROM: AARON PRICE, CODE ENFORCEMENT OFFICER**

**DATE: JULY 20, 2015**

**SUBJECT: CONDITIONS OF PROPERTY AT 202 BARTLETT COURT**

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## BACKGROUND

A review of the file for the condemned building at 202 Bartlett Court has revealed that the property has consistently been the subject of complaints from neighbors and Municipal Code Violations dating back to 2005 when the file begins. There have been violations every year in the file with the exception of 2014, when it sat vacant and condemned. There have been a wide range of complaints and nuisance conditions including but not limited to: dismantled or inoperable vehicles, accumulations of junk trash or debris, an unlicensed firewood business in a residential zone, using a recreational vehicle as a dwelling unit, broken windows, and deteriorated exterior paint, lack of utilities, tampering with a water meter, and occupying a posted building.

On February 8, 2011, The Chief Building Inspector issued a Notice of Substandard Dwelling and Notice to Vacate due to the conditions of the dwelling. While the property has not been permitted for occupancy since that time new notices to vacate have been needed due to lack of compliance.

On March 18, 2015 Code Enforcement was advised by Police Officer Scott Ketcham that there had been increased activity at the vacant and condemned residence at 202 Bartlett Court. Code Enforcement conducted an inspection and found that the residence was in disrepair and unsightly to the point that it was a detriment to the surrounding neighborhood and causing a decrease in neighboring property values. A notice of violation was issued for the unsightly conditions and for the fact that the building had been left vacant and abandoned for over 6 months.

On March 24, 2015 The Building Inspector and Code Enforcement conducted an inspection with the son of the owner (Glen Price). Inside the residence the Building Inspector and Code Enforcement found the violations previously noted were still present. These violations include the following violations:

- 1) Lack of sanitary plumbing facilities.
- 2) Interior unfit for human habitation due to insanitary conditions.
- 3) Faulty and/ or exposed electrical wiring.
- 4) Lack of weatherproofing.
- 5) Unsightly and/ or unmaintained walls and fence
- 6) Lack of landscape maintenance.

A Building permit was issued with conditions agreed upon by The Building Department and Glen Price on April 20<sup>th</sup>, 2015.

On May 4<sup>th</sup>, 2015 based on violations of the conditions of the Building permit the permit was revoked.

As of June 30<sup>th</sup>, 2015 the property was still in a substandard and uninhabitable condition.

#### **OPTIONS**

- 1) Continue with Code Enforcement activities that have been conducted since 2005.
- 2) Issue a building permit to a licensed contractor with the ability to perform the required work.
- 3) Contract with an outside attorney in order to send the property into a receivership due to the lack of compliance.

# 202 Bartlett Court

PRESENTED BY: AARON PRICE

## Building and property information

- ▶ A Single Family Residence located at the end of Bartlett Court with the east side of the property up against South Curry Street.
- ▶ The residence is 1,108 square feet with an attached garage.
- ▶ The residence sits on a 6,098 square foot lot which is zoned R-1.
- ▶ The property is owned by Mildred Price.
- ▶ The owner's son lived at the residence prior to it being condemned with his girlfriend Kelly Brown and their children.

## Background Information

- ▶ The condemned residence at 202 Bartlett Court has consistently been the subject of complaints from neighbors as well as Municipal Code Violations dating back to 2005. There have been violations every year since 2005 with the exception of 2014, when the home sat vacant and condemned.

There have been a wide range of complaints over the years. Among these complaints were violations such as:

- ▶ Dismantled or inoperable vehicles
- ▶ Accumulation of junk, trash and/or debris
- ▶ An unlicensed firewood business in a residential zone
- ▶ Using a recreational vehicle as a dwelling unit
- ▶ Broken windows and deteriorated exterior paint
- ▶ Lack of utilities
- ▶ Tampering with a water meter
- ▶ Occupying a condemned building

Notices and citations have been issued since 2005 with little or no result.

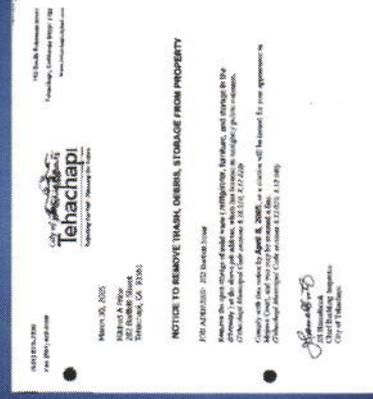
### 31 Notices issued including:

- ▶ 22 Notices of Violation
- ▶ 4 Notices to Vacate Substandard Building
- ▶ 2 Notices of Hearing to Declare a Public Nuisance

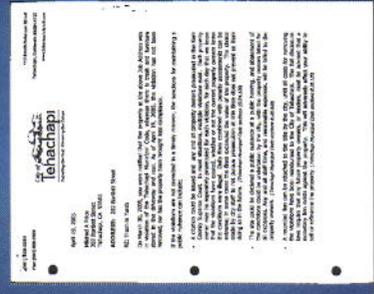
### 13 Citations or criminal cases for violations of municipal code:

- ▶ 6 - Administrative Citations
- ▶ 7 - Criminal Citations
- ▶ This does not include parking citations or citations for other state and federal laws

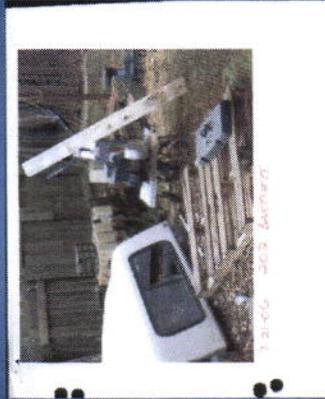
### March 30, 2005 Notice of Violation



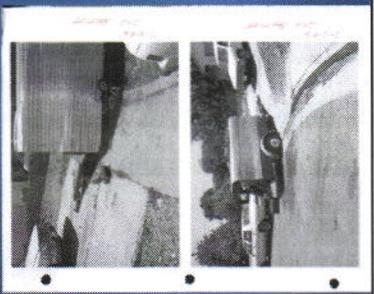
# April 19, 2005 Notice of Violation



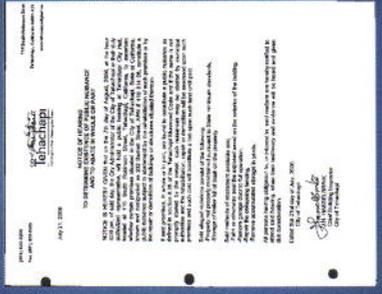
# July 21, 2006 - Debris



# July 11, 2006 - Sample of violations



# July 21, 2006 - Notice of Hearing





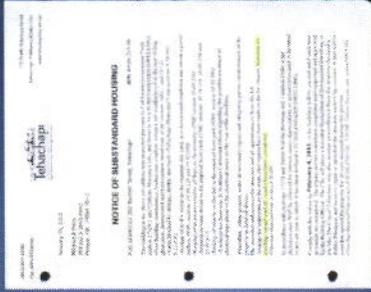








## January 25, 2011 - Notice of Substandard Housing



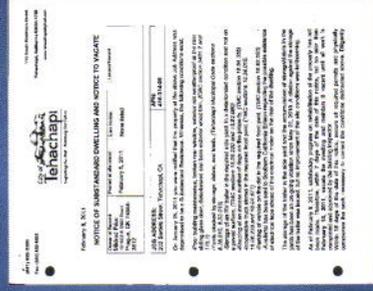
## On February 8, 2011 - The Chief Building Inspector issued a Notice of Substandard Dwelling and Notice to Vacate for:

- ▶ Poor building maintenance
- ▶ Broken rear window
- ▶ Faulty weather protection on the rear sliding glass window
- ▶ Deteriorated exterior wood
- ▶ Storage of an RV (previously cited for being a unpermitted dwelling)
- ▶ Keeping an excessive number of dogs
- ▶ The possible existence of electrical taps ahead of the electrical meter

## Ongoing violations after vacate notice

- ▶ While the property has not been permitted for occupancy since that time new notices to vacate have been needed due to lack of compliance.
- ▶ Numerous warnings have been given for occupying the condemned building.
- ▶ Five misdemeanors have been filed for occupying the condemned building.

## February 8, 2011 - Notice to Vacate







### August 13, 2013 - Tent and Debris



On March 18, 2015 Code Enforcement was advised by Police Officer Scott Ketcham that there had been increased activity at the vacant and condemned residence at 202 Bartlett Court.

### Code Enforcement conducted an inspection on March 18, 2015 and found:

- ▶ The building had been left vacant and damaged over 6 months in violation of T.M.C. 8.28.010 (A)
- ▶ Unsanitary, unmaintained, or damaged walls, fences and building exteriors in Violation of T.M.C. 8.28.010(E)
- ▶ A lack of landscaping in violation of T.M.C. 18.86.110

On March 24, 2015 The Building Inspector and Code Enforcement conducted an inspection with the son of the owner (Glen Price). Inside the residence, the Building Inspector and Code Enforcement found that the property was still in an uninhabitable condition.

### These violations include the following violations:

- ▶ Lack of sanitary plumbing facilities.
- ▶ Interior unfit for human habitation due to unsanitary conditions.
- ▶ Faulty and/or exposed electrical wiring.
- ▶ Lack of weatherproofing.
- ▶ Unsanitary and/or unmaintained walls and fence
- ▶ Lack of landscape maintenance.

### Permit Issued to restore the residence to a habitable condition on April 20, 2015 with the following conditions:

- ▶ Construction hours were from 8 am to 5 pm, Monday thru Friday.
- ▶ Job site was to be maintained clean at all times.
- ▶ No loud music.
- ▶ No loitering
- ▶ No overnight parking of vehicles
- ▶ A portable sanitary toilet was to be onsite at all times.
- ▶ 40 yard trash container shall be onsite until job is completed.
- ▶ Fence gate was to remain unlocked to provide 24 hour access for inspections
- ▶ Removal of all debris, clothes and furniture was to be the first inspection.

### Violations of permit conditions on April 23, 2015

- ▶ Working without a 40 yard trash container.
- ▶ Working without portable sanitary toilet.
- ▶ Gate locked or latched preventing entry.

### Violations of permit conditions on May 3, 2015

- ▶ Working on weekend.
- ▶ Working without 40 yard trash container.

### Violations of permit conditions on May 4, 2015

- ▶ Gate locked or latched from inside.
- ▶ Working without 40 yard trash container.

### On June 30, 2015 a follow-up inspection was conducted.

- ▶ The vacant residence was unlocked.
- ▶ The residence still had debris and furniture inside of it.
- ▶ There was exposed electrical wiring.
- ▶ Utilities were disconnected.
- ▶ Exterior walls of the residence have had paint splattered on them.
- ▶ Deteriorated exterior fascia boards.
- ▶ No landscaping was in place.
- ▶ Deteriorated exterior fascia boards.
- ▶ Broken and missing rear window.

### June 30, 2015 Interior – Bathroom #2



### June 30, 2015 Interior – Kitchen Area

