

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, August 3, 2015 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

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

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 50-15
Tehachapi City Council Unassigned Ord. No. 15-08-727
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-15
Tehachapi Public Financing Authority Unassigned Res. No. 01-15

- *2. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on July 20, 2015 – APPROVE AND FILE**
- *4. Authorization to prepare and publish ordinance summaries – ADOPT A RESOLUTION AUTHORIZING DEPARTMENT DIRECTORS AND/OR THE CITY ATTORNEY TO PREPARE ORDINANCE SUMMARIES FOR PUBLICATION PURSUANT TO GOVERNMENT CODE SECTION 36933**

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for July 16, 2015 through July 29, 2015 – AUTHORIZE PAYMENTS**

POLICE CHIEF REPORTS

- 6. Memorandum of Understanding with the Tehachapi Unified School District regarding the position of grant funded School Resource Officer for the 2015- 2016 school year – APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**
- 7. Report to Council on code enforcement actions related to 202 Bartlett Street – VERBAL REPORT**

CITY MANAGER REPORTS

- 8. Airport lease agreement – APPROVE THE LEASE AGREEMENT FOR HANGAR GROUND 06E AND TIE DOWN B5 BETWEEN THE CITY OF TEHACHAPI AND THE CIVIL AIR PATROL, UNITED STATES AIR FORCE AUXILIARY**
- 9. Federation of Public Service Employees Memorandum of Understanding – APPROVE THE LABOR AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE FEDERATION OF PUBLIC SERVICE EMPLOYEES LOCAL 1850**
- 10. Salary plan amendment – ADOPT A RESOLUTION ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO 47-15**
- 11. Contribution to the Tehachapi Valley Recreation and Parks District for the construction of a bicycle pump track Meadowbrook Park – AUTHORIZE THE CITY MANAGER TO CONTRIBUTE UP TO \$10,000 OF PARK FEES TO THE MEADOWBROOK PARK PUMP TRACK PROJECT**

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

12. 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. Approve the closed session minutes of July 20, 2015
2. Conference with real property negotiator (City Manager) regarding price and terms of payment for leased property at the Tehachapi Municipal Airport, per Government Code Section 54956.8
3. Conference with legal counsel regarding claims filed by Glen Price per Government Code Section 54956.9(d)(2).

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 20, 2015 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by Deputy City Clerk Ashley Whitmore</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon and Councilmember Smith</p> <p>Absent: Councilmember Grimes and Wahlstrom</p> <p><u>INVOCATION</u></p> <p>By Brent Whitney Pastor Country Oaks Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Smith</p> <p>Councilmember Wahlstrom arrived at 6:04 pm</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. Socorro Schmidt, city resident, regarding storm water channeling during the recent storm. b. Julie Turner, Kawaiisu Language & Cultural Center, regarding the Go Native event. c. Nick Smirnoff, photographer, regarding the cleaning of Compass Rose. 	<p>Approved Consent Agenda Sm/Ni Motion Carried Ab: Grimes</p>
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d. Matt Young, TVRPD Manager, regarding a recent article by Susan Wiggins.

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

CITY CLERK REPORTS

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

All Ord. 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 - APPROVED AND FILED.**

Approved & Filed
 Sm/Ni Motion Carried
 Ab: Grimes

***8. Special Event Application for the Chamber’s 52nd Tehachapi Mountain Festival and Car Show from August 14, 2015 through August 16, 2015 – APPROVED THE 51ST TEHACHAPI MOUNTAIN FESTIVAL AND CAR SHOW SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

Approved The 51st Tehachapi Mountain Festival And Car Show Special Event Application And Associated Street Closures
 Sm/Ni Motion Carried
 Ab: Grimes

***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 – ADOPTED RESOLUTION NO. 49-15 CONFIRMING THE APPROVAL BY THE CITY CLERK OF CERTAIN PROPERTIES IN THE CITY OF TEHACHAPI FOR THE ABATEMENT OF CERTAIN WEEDS AND RUBBISH**

Adopted Resolution No. 49-15 Confirming The Approval By The City Clerk Of Certain Properties In The City Of Tehachapi For The Abatement Of Certain Weeds And Rubbish
 Sm/Ni Motion Carried
 Ab: Grimes

FINANCE DIRECTOR REPORTS

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

Authorized Payments
 Sm/Ni Motion Carried
 Ab: Grimes

ECONOMIC DEVELOPMENT COORDINATOR REPORTS

11. Tehachapi Granfondo cycling event support – ECONOMIC DEVELOPMENT COORDINATOR MICHELLE VANCE GAVE REPORT; APPROVED 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

Approved 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
 Ni/Sm Motion Carried
 Ab: Grimes

DEVELOPMENT SERVICES DIRECTOR REPORTS

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

Awarded The Tehachapi Boulevard Improvements Project Phase Iii To Cal Prime, Inc. In The Amount Of \$750,000.00 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$37,500.00)
 Sm/Ni Motion Carried
 Ab: Grimes

13. Agreement with Labor Consultants of California for implementation of the Labor Compliance Program for the Snyder Well Intertie Project – **DEVELOPMENT SERVICES MANAGER JAY SCHLOSSER GAVE REPORT; COMMENTS RECEIVED FROM BARBRA REYNOLDS, CITY RESIDENT; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND LABOR CONSULTANTS OF CALIFORNIA SUBJECT TO APPROVAL OF THE CITY ATTORNEY**

Approved The Agreement Between The City Of Tehachapi And Labor Consultants Of California Subject To Approval Of The City Attorney
 Ni/Wa Motion Carried
 Ab: Grimes

POLICE CHIEF REPORTS

14. Second reading and adoption of an ordinance prohibiting drug houses and chronic nuisance properties – **CODE ENFORCEMENT OFFICER AARON PRICE GAVE REPORT; RECEIVED COMMENTS FROM JASON WEBSTER, CITY RESIDENT AND CARL GEHRICK, CITY RESIDENT; ADOPTED ORDINANCE NO. 15-07-726 ADDING CHAPTER 9.28 TO THE TEHACHAPI MUNICIPAL CODE AND PROHIBITING DRUG HOUSES AND CHRONIC NUISANCE PROPERTIES**

Adopted Ordinance No. 15-07-726 Adding Chapter 9.28 To The Tehachapi Municipal Code And Prohibiting Drug Houses And Chronic Nuisance Properties
 Ni/Sm Motion Carried
 Ab: Grimes

15. Condition of property at 202 Bartlett Court – **VERBAL REPORT GIVEN BY CODE ENFORCEMENT OFFICER AARON PRICE; COMMENTS RECEIVED FROM SHAWNA SANCHEZ, FORMER RESIDENT OF BARTLETT COURT, VIRGINIA BABB, RESIDENT OF BARTLETT COURT, LETTER READ FOR DAMIEN AND COLLEEN SMITH, CHARLIE BABB, RESIDENT OF BARTLETT COURT, JUSTIN EMERSON, RESIDENT OF BARTLETT COURT, SUZANNE O'DONNELL, RESIDENT OF BARTLETT COURT, JOSHUA MCCORMICK, RESIDENT OF BARTLETT COURT, GLENN PRICE, FORMER RESIDENT OF 202 BARTLETT COURT AND KELLY BROWN, FORMER RESIDENT OF 202 BARTLETT COURT; APPROVED THE CITY TO ENTER INTO A CONTRACT WITH AN OUTSIDE ATTORNEY IN ORDER TO SEND 202 BARTLETT COURT INTO A RECEIVERSHIP DUE TO LACK OF COMPLIANCE SUBJECT TO APPROVAL BY THE CITY ATTORNEY AND CITY MANAGER WITH AN OPTION TO ISSUE A BUILDING PERMIT TO A LICENSED CONTRACTOR WITH THE ABILITY TO PERFORM THE REQUIRED WORK**

Approved The City To Enter Into A Contract With An Outside Attorney In Order To Send 202 Bartlett Court Into A Receivership Due To Lack Of Compliance Subject To Approval By The City Attorney And City Manager With An Option To Issue A Building Permit To A Licensed Contractor With The Ability To Perform The Required Work
 Ni/Sm Motion Carried
 Ab: Grimes

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Councilmember Smith spoke in regards to KernCOG climbing lanes potentially being constructed.
2. Councilmember Wahlstrom asked Chief Kroeger for an update on the military training exercises.
3. Mayor Pro-tem Nixon commented on the professionalism of the Tehachapi Explorers.
4. Mayor Wiggins spoke in regards to finding out who Tehachapi First is, the Explorers, and starting up TEAM Tehachapi.

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

**Adopted To Not Exercise Right Of
First Refusal To Purchase Hangar
G
Sm/Ni Motion Carried
Ab: Gr**

ADJOURNMENT

The City Council/Boards adjourned at 8:20 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, August 3, 2015, at 6:00p.m.

ASHLEY WHITMORE
Deputy City Clerk, City of

Tehachapi

Approved this 3rd day
Of August, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: *Aw*

CITY MANAGER: *[Signature]*

MEETING DATE: AUGUST 3, 2015 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JULY 29, 2015

SUBJECT: AUTHORIZATION TO PREPARE AND PUBLISH ORDINANCE SUMMARIES

BACKGROUND

Following adoption by the City Council, ordinances must be published within 15 days of passage in a newspaper of general circulation, per California Government Code 36933. The publication of ordinances may be accomplished by either of the following actions:

1. Publication of the ordinance in its entirety following adoption.
2. Publication of a summary of the ordinance, along with a certified copy of the full text of the ordinance available for viewing in the City Clerk's office, at least five days prior to the city council meeting and following adoption with inclusion of the city council roll call vote.

The City of Tehachapi currently publishes all adopted ordinances in their entirety. Publication rates are \$20 per column inch; therefore prices vary greatly and lengthy ordinances may exceed \$500. Also, with the recent adoption of the new Form Based Zoning Code, which includes numerous photos, updates and additions will not be feasible for publication in the legals section.

Staff proposes (1) the publication of a summary for proposed ordinances, and (2) Department Directors and the City Attorney be designated to prepare ordinance summaries. The publication of summary ordinances will require timely delivery by staff of proposed ordinances to the City Clerk's office and will also allow for further transparency to the public. When deemed necessary by staff or as directed by the City Council, the full publication of an ordinance may be published regardless of length.

RECOMMENDATION

ADOPT A RESOLUTION AUTHORIZING DEPARTMENT DIRECTORS AND/OR THE CITY ATTORNEY TO PREPARE ORDINANCE SUMMARIES FOR PUBLICATION PURSUANT TO GOVERNMENT CODE SECTION 36933

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI AUTHORIZING DEPARTMENT DIRECTORS
AND/OR THE CITY ATTORNEY TO PREPARE ORDINANCE
SUMMARIES FOR PUBLICATION PURSUANT TO
GOVERNMENT CODE SECTION 36933**

WHEREAS, California Government Code section 36933 requires the City Clerk to publish each ordinance within 15 days after its passage, along with the names of those City Council members voting for and against the ordinance, in a newspaper of general circulation published and circulated in the City; and

WHEREAS, as an alternative to publishing the full text of an ordinance, the City Council may also satisfy the publication requirement of Government code section 36933 by taking the following actions:

1. Designate an official to prepare a summary of the proposed ordinance
2. Publish this summary in a newspaper and post a certified copy of the full text of the proposed ordinance in the office of the City Clerk at least five days prior to the City Council meeting at which the proposed ordinance is to be adopted
3. Within 15 days after the adoption of the ordinance, publish the summary of the ordinance along with the names of the City Council members voting for and against the ordinance, and post the full text of the ordinance in the office of the City Clerk; and

WHEREAS, it is often more economical and efficient for the City to publish

summaries of ordinances, rather than complete ordinances; and

WHEREAS, the publication of ordinance summaries provides adequate notice to the public of legislative actions being taken by the City Council.

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

1. That the foregoing recitals are true and correct.
2. The Department Directors and/or the City Attorney shall be designated as the city officials authorized to prepare summaries of ordinances for publication, pursuant to Government Code section 36933(c)(1).
3. The City Clerk shall, when it is efficient and practical to do so, publish summaries of the ordinances in the manner prescribed by Government Code section 36933(c)(1).
4. When deemed necessary by the designated official, the City Clerk may publish the full text of the ordinance in the manner prescribed by Government Code section 36933(a).

PASSED AND ADOPTED on the 3rd day of August, 2015 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

SUSAN WIGGINS, Mayor, City of
Tehachapi, California

ATTEST:

TORI MARSH, City Clerk,
City of Tehachapi, California

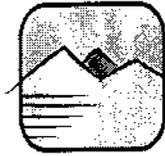
I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on August 3, 2015.

TORI MARSH, City Clerk
City of Tehachapi, California

Accounts Payable

Checks by Date - Detail By Vendor Number

User: swier
 Printed: 7/29/2015 - 8:29 AM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	241997	GG/Contract Overage Charge for 7/16/2014-7/1:	3,235.53
		Check Total:	3,235.53
		Vendor Total:	3,235.53
0061	BSK Associates		
Check No:	0	Check Date:	
	73958	Encroachment Permit N15-23 6/1-6/30/15	235.00
	73959	Stris/Curry & Vailey Intersect Compaction Testit	697.00
	73991	Swr/WWTP Recycled Water Pump Station Comj	1,373.50
		Check Total:	2,305.50
		Vendor Total:	2,305.50
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1407159-1	PD/Legal Svs/Prof Svs thru 6/30/2015	2,062.50
	1407159-2	PD/Legal Prof Svs thru 6/30/2015	446.50
	1407159-3	GG/Legal Prof Svs thru 6/30/2015	840.00
	1407159-4	CD/Legal Prof Svs thru 6/30/2015	543.00
	1407160	PD/Graff & Disney Prof Svs thru 6/30/2015	1,830.60
	1407161	PD/Negotiations 2014 Prof Svs thru 6/30/2015	493.50
		Check Total:	6,216.10
		Vendor Total:	6,216.10
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2565078	Constr/Gate Fee/Lg Truck/Cash Truck May/2015	46.40
	2565828	Constr/Gate Fee/Cash Truck/Trailer/June/2015	63.73
		Check Total:	110.13
		Vendor Total:	110.13
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70814540	Wtr/3/8" Fine PG64-10 Environmental Fee	352.76
		Check Total:	352.76
		Vendor Total:	352.76
0446	Tehachapi Unified School Dist.		
Check No:	0	Check Date:	
	150287	GG/#24 City Council Meetings	1,800.00
	150291	CD/#4 Planning Commission Meetings	300.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	2,100.00
		Vendor Total:	2,100.00
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	1378320	Eng/#2 United Series 2 DWR File	750.35
		Check Total:	750.35
		Vendor Total:	750.35
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	80854	Cycle 6 HSIP Tehachapi Blvd 5/10-6/6/2015	17,856.23
	81075	Cycle 6 HSIP Tehachapi Blvd 6/7-6/30/2015	1,832.20
	81076	Valley Blvd Bikeway Facilities Project Phase 2 €	5,452.38
		Check Total:	25,140.81
		Vendor Total:	25,140.81
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	33322	GG/City of Tehachapi Logo #6 BlueTurquoise & :	116.10
	34182	Hot Dog Festival/#4 Trophies & #4 Mylars	43.27
		Check Total:	159.37
		Vendor Total:	159.37
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	222123	GG/Coffee Supplies/French Roast-Sumatra-Crea	126.30
	JUN4416	GG/Water Cooler Rental June 2015	26.95
		Check Total:	153.25
		Vendor Total:	153.25
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1501852-1	Refuse/Printing Bill Pkg 6/1-6/30/2015	106.23
	DP1501852-2	Wtr/Printing Bill Pkg 6/1-6/30/2015	212.45
	DP1501852-3	Swr/Printing Bill Pkg 6/1-6/30/2015	212.45
	DP1501852-4	Refuse/Postage Bill Pkg 6/1-6/30/2015	223.27
	DP1501852-5	Wtr/Postage Bill Pkg 6/1-6/30/2015	446.53
	DP1501852-6	Swr/Postage Bill Pkg 6/1-6/30/2015	446.53
	DP1501852-7	Wtr/Drought Insert 6/1-6/30/15	42.18
		Check Total:	1,689.64
		Vendor Total:	1,689.64
2837	Tartaglia Engineering		
Check No:	0	Check Date:	
	5	Air/Environ Assess/Rehab & Relocate South Par	13,594.00
		Check Total:	13,594.00
		Vendor Total:	13,594.00
2994	Richards Watson & Gershon		

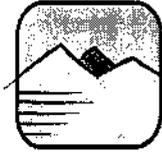
Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	202572	GG/Special Counsel Svs thru 6/2015	1,700.00
		Check Total:	1,700.00
		Vendor Total:	1,700.00
3066	AECOM Technical Services Inc.		
Check No:	0	Check Date:	
	37596052	Eng/Carefree Movers 501 Bailey 5/9-6/30/15	5,390.08
	37596052-1	Eng-Building Plan Check Kaiser Permanente 5/5	1,761.66
	37596052-2	Eng-Building Plan Check Encore Tenant Improv	300.00
	37596052-3	Eng-Building Plan Check Keller Residence 5/9-6/30/15	2,124.69
	37596052-4	Eng-Building Plan Check Tarina Homes Model 5/9-6/30/15	1,704.54
	37596053	LLD-Tucker Rd Rehab 5/9-6/30/15	985.84
	37596055	Wtr/Snyder Well Intertie	3,755.35
	37596056-1	Eng/Project Mtg/Valley Bikeway/Freedom Plaza	1,163.50
	37596056-2	CD/ATP & Infrastructure Financing District Mtg	1,786.60
	37596057	Wtr/Water Rate Study 5/9-6/30/2015	8,483.36
	37596059	Industrial Parkway Extension Project 5/9-6/30/2015	8,032.70
	37596060	Motocross Design 5/9-6/30/15	9,502.75
		Check Total:	44,991.07
		Vendor Total:	44,991.07
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2061	CD/Housing Element Update 5th Cycle thru 6/30/15	2,860.00
		Check Total:	2,860.00
		Vendor Total:	2,860.00
3579	TransUnion Risk and Alternative		
Check No:	0	Check Date:	
	07012015	PD/Person Search 6/3-6/27/2015	11.00
		Check Total:	11.00
		Vendor Total:	11.00
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0715SS2	GG/Office Cleaning 104 S Robinson 5/22/2015	120.00
		Check Total:	120.00
		Vendor Total:	120.00
3716	Ruetters & Schuler Civil Engineers		
Check No:	0	Check Date:	
	07142015	Tehachapi Blvd Imp Phase 3/Consulting Svs/Sut	4,576.89
	07152015	Tehachapi Blvd Imp Phase 3/Prep PS&E/Consul	10,440.00
		Check Total:	15,016.89
		Vendor Total:	15,016.89
3807	Diamond Technologies		
Check No:	0	Check Date:	
	14603	CH Anx/Access Control Reader/Door Strike 12v	3,190.24
	14604	CH Anx/Cabling/Misc cabling/Fixed Fee	4,540.00

Vendor	Invoice No	Line Description	Check Amount
	14605	CH Anx/Networking/Misc cabling/Fixed Fee	4,040.00
		Check Total:	11,770.24
		Vendor Total:	11,770.24
3810	Stahl Companies Inc		
Check No:	0	Check Date:	
	35838	Eng/OSHPD 3-IOR Svs/Inspector of Record	2,875.00
		Check Total:	2,875.00
		Vendor Total:	2,875.00
3899	Brooke Hood		
Check No:	0	Check Date:	
	07232015	GG/Interview & Report Prep/Airport Grant	100.00
		Check Total:	100.00
		Vendor Total:	100.00
		Report Total:	135,251.64

Accounts Payable

Checks by Date - Detail By Vendor Number

User: swier
 Printed: 7/29/2015 - 8:16 AM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	500468629	PW/#3 Cover-Fender/#2 Mat 3x4/#48 Cov-Twl-l	104.52
	500513029	PW/#2Mat 3x4/#48 Cov-Twl-Post Blue	99.10
	500513030	Swr/#1 Dust Mop Lg/#2 Mat Hnycomb 3x4 #3M	44.46
		Check Total:	248.08
		Vendor Total:	248.08
0310	Willdan Financial Services		
Check No:	0	Check Date:	
	010-27936-1	Drain/#1 DBAD	0.43
	010-27936-2	LLD/#1 L&L Tr 6062 Heritage	237.66
	010-27936-3	LLD/#1 L&L Tr 6212 Clear View	81.91
	010-27936-4	LLD/#1 L&L Tr 6215 KB Autumn Hills	170.80
	010-27936-5	LLD/#1 L&L Tr 6216 Alt Estate	617.77
	010-27936-6	LLD/#1 L&L Tr 5812 KB Orchard Glen	414.17
	010-27936-7	LLD/#1 L&L Tr 6360 Mill St Cottages	33.12
	010-27936-8	LLD/#1 L&L PM11353 Tehachapi Blvd	28.99
		Check Total:	1,584.85
		Vendor Total:	1,584.85
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0284659	PW/CarFG3 Reg Unleaded Gasoline/Gas Taxes	580.82
		Check Total:	580.82
		Vendor Total:	580.82
0450	USA Bluebook		
Check No:	0	Check Date:	
	687129	Swr/Replacement Sample Cells for Hach Pocket	49.21
		Check Total:	49.21
		Vendor Total:	49.21
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	137946-1	CC/READER UNIVERSAL CARD SV	35.64
	138006-0	PD/InkCart HP 56 Ink Bk/Book Memo 3x5 Rld	82.58
	138014-0	GG/Pkt File/#8 Toner 315 Battery Paper Tape/St	920.93
	138039-0	CD/FILE CARD BSNS 400 CAP BK	44.32
	138105-0	GG/File Rtry Sngl 2.25x4 CDS	38.11
	138108-0	GG/FILE PORTABLE SMALL GRT	15.04
	138116-0	GG/Disc CDR 700 MB SPDNL 100 pk	26.82
	138128-0	GG/PAPER INK CRT KP108IN WHT	39.76

Vendor	Invoice No	Line Description	Check Amount
	699846-0	CD/SCAN BLUEPRINT COPEs OPEN FILE F	6.88
		Check Total:	1,210.08
		Vendor Total:	1,210.08
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34221999	GG/First Aid Kit/eye/bandage/ibuprofen/premen	75.90
		Check Total:	75.90
		Vendor Total:	75.90
0543	BSE Rents		
Check No:	0	Check Date:	
	07092015	Wtr/Turf Replacement Project Carpet Knee Kick	19.97
		Check Total:	19.97
		Vendor Total:	19.97
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	66282	CH Anx/#6 Boxwood Winter/#3 Cotoneaster/#6	247.07
	66283	CH Anx/#4 Heuchera Ruby Bells	38.66
	66495	CH Anx/#10 Lavender Munstead #3 Boxwood V	343.86
		Check Total:	629.59
		Vendor Total:	629.59
0897	Mojave's #1 Service Center		
Check No:	0	Check Date:	
	1308953	Wtr/19 JD310G Backhoe Roadservice/Insert Pat	409.36
	1308994	Swr/20 Fork 425FG25 Tube & Flap	167.06
		Check Total:	576.42
		Vendor Total:	576.42
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	34281	GG/Name Plate for Council Meeting Kent Kroeg	15.48
	34292	Eng/#5 Name Plates-Planning Commission #3-S	131.90
		Check Total:	147.38
		Vendor Total:	147.38
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	E156610	Wtr/Hydrant A421 4-1/2VO 40"B 6MJ 3W Mue	2,585.38
	E175198	Swr/36x24 Manhole Ringe 6" Traffic Rated	51.60
		Check Total:	2,636.98
		Vendor Total:	2,636.98
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	12642	PW/Spark Plug ngk BPM8Y	5.36
		Check Total:	5.36

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	5.36
1982	SSD Systems		
Check No:	0	Check Date:	
	1114902-A-1	Air/Burglar Alarm Svs 314 Hayes St Pilots Loun	39.25
	1114902-A-2	Constr/Burglar Alarm Svs 100 Commercial Way	37.01
	1114902-A-3	Land/Burglar Alarm Svs 800 Enterprise Way	49.66
	1114902-A-4A	Swr/Burglar Alarm Svs 750 Enterprise Way	33.09
	1114902-A-4B	Wtr/Burglar Alarm Svs 750 Enterprise Way	33.08
	1114902-A-5A	Swr/Burglar Alarm Svs 750 Enterprise Way Wtr	27.47
	1114902-A-5B	Wtr/Burglar Alarm Svs 750 Enterprise Way Wtr	27.48
	1114902-A-6	Depot/RR Depot Fire Alarm Svs 101 Tehachapi :	84.37
	1114902-A-7	GG/Burglar Alarm Svs 115 S Robinson	37.01
	1114902-A-8	Air/Radio Backup Svs 314 Hayes St Pilots Lourj	24.67
	390810-S	GG/Remote Programming- add Hillorie to alarm	29.60
		Check Total:	422.69
		Vendor Total:	422.69
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	847835	PW/#12 Tran Fluid Qt Dexron3I	64.37
		Check Total:	64.37
		Vendor Total:	64.37
2201	SC Communications Inc.		
Check No:	0	Check Date:	
	96706	PW/Laptop Holder Installation Crown Victoria #	204.00
	96718	PW/Laptop Holder Installation #TE-19	204.00
		Check Total:	408.00
		Vendor Total:	408.00
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	351-491476	PW/Shed/#500 Wire Rd Gr Wb/Concrete Box &	609.33
	351-491830	PW/Shed/Cond Clamp/EMT/6PRT Ins Tap Conr:	57.95
		Check Total:	667.28
		Vendor Total:	667.28
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0198	PW/#4 New Tires 205-75-15	360.00
		Check Total:	360.00
		Vendor Total:	360.00
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	A05000555	PW/#12 Neck Shade Hi Viz Lime Mesh	51.47
		Check Total:	51.47
		Vendor Total:	51.47
3586	Thunder on the Mountain		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	07212015	GG/#2 Trophies-Mayor's & Police	200.00
		Check Total:	200.00
		Vendor Total:	200.00
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC07152	Eng/Monthly Janitorial Svs for Anx 7/2015	540.00
	COTC0815-1	GG/City Hall Mo Janitorial Svs 8/2015	890.00
	COTC0815-2	PD/Mo Janitorial Svs 8/2015	1,950.00
	COTC0815-3	Depot/Mo Janitorial Svs 8/2015	250.00
	COTC0815-4	CH Anx/Mo Janitorial Svs 8/2015	540.00
	COTC0815-5	Air/Mo Janitorial Svs 8/2015	280.00
	COTC0815-6	Constr/100 Commercial Way/Mo Janitorial Svs	280.00
	COTC0815-7	Swr/WWTP/Mo Janitorial Svs 8/2015	530.00
	COTC0815-8	GG/Senior/Mo Janitorial Svs 8/2015	450.00
		Check Total:	5,710.00
		Vendor Total:	5,710.00
3807	Diamond Technologies		
Check No:	0	Check Date:	
	14901	CH Anx/Surface Mounted Rim Strike	358.29
		Check Total:	358.29
		Vendor Total:	358.29
3897	Aerotech News and Review Inc		
Check No:	0	Check Date:	
	92005	GG/Web Advertising-Web Square/Display Ad M	390.00
		Check Total:	390.00
		Vendor Total:	390.00
		Report Total:	16,396.74

Accounts Payable

Checks by Date - Detail By Check Date

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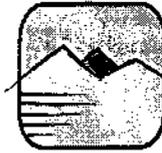


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Check No:	43002	Check Date: 07/16/2015	
Vendor:	0832	ACWA/JPIA	
0359889-1		Medical/Aug 2015	72,374.95
0359889-2		Medical/Adjustment/Aug 2015	-12,926.55
0359889-3		Dental/Aug 2015	8,075.17
0359889-4		Dental/Adjustment/ August 2015	-806.06
0359889-5		Vision/August 2015	1,083.24
0359889-6		Vision/Adjustment/Aug 2015	-127.08
0359889-7		Life/Adjustment/Aug 2015	1,370.51
0359889-8		Life/Adjustment/Aug 2015	-263.32
			68,780.86
Check No:	43003	Check Date: 07/16/2015	
Vendor:	1851	AT&T	
07012015		GG/White Page Acct- July 2015	13.69
			13.69
Check No:	43004	Check Date: 07/16/2015	
Vendor:	3824	Global Corporate Trust Services TFMCM9705 U	
61936-1		Str-Rd/Facility Lease #CIEDB-01-019/Principal	28,684.52
61936-10		Wtr/Facility Lease #CIEDB-01-019/Annual Fee	114.84
61936-11		Swr/Facility Lease #CIEDB-01-019/Annual Fee	275.60
61936-2		Facility Lease #CIEDB-01-019/Principal	28,684.52
61936-3		Facility Lease #CIEDB-01-019/Principal	-28,684.52
61936-4		Wtr/Facility Lease #CIEDB-01-019/Principal	1,727.98
61936-5		Swr/Facility Lease #CIEDB-01-019/Principal	4,147.16
61936-6		Str-Rd/Facility Lease #CIEDB-01-019/Interest	10,198.56
61936-7		Wtr/Facility Lease #CIEDB-01-019/Interest	614.37
61936-8		Swr/Facility Lease #CIEDB-01-019/Interest	1,474.48
61936-9		Str-Rd/Facility Lease #CIEDB-01-019/Annual F	1,906.26
			49,143.77
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Accounts Payable

Checks by Date - Detail By Check Date

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CITY OF
TEHACHAPI
 CALIFORNIA

			Check Amount
Check No:	43005	Check Date: 07/16/2015	
Vendor:	0395	The Gas Company	
07092015		Eng/117 S Robinson 6/5-7/7/15	17.69
07142015-1		GG/220 W Tehachapi Blvd 6/10-7/10/15	14.79
07142015-2		PD/220 W C St 6/10-7/10/15	45.33
07142015-3		Air/409 Bryan Ct 6/10-7/10/15	22.43
07142015-4		Air/100 Commercial Way 6/10-7/10/15	14.79
			115.03
Check No:	43006	Check Date: 07/16/2015	
Vendor:	3848	O'Reilly Automotive Inc	
4447-115588		PW/Return Inv#115573-Part W156 Socket	-16.11
4447-121180		Constr/12V Tester W2975C	5.79
4447-121243		Land/#2 Capsule H11BP	30.70
4447-122407		PW/#1-22A & #1-22B Wiper Blades	51.58
			71.96
Check No:	43007	Check Date: 07/16/2015	
Vendor:	0372	Southern California Edison	
07022015-1		Strts/326 E D St 6/1-7/1/15	24.21
07022015-2		Strts/303 E Ave D 6/1-7/1/15	14.11
07022015-3		LLD Tehachapi Blvd/Bailey 6/1-7/1/15	77.76
			116.08
Check No:	43008	Check Date: 07/16/2015	
Vendor:	0399	Sparkletts	
4365880 070115		Swr/5 Gal Drinking Wtr/Cooler Rental June 201	130.50
			130.50
Check No:	43009	Check Date: 07/16/2015	
Vendor:	0433	Tehachapi Recycling	
0532015		Ref/Recycling Contract Period 11	14,712.32
			14,712.32
Check No:	43010	Check Date: 07/16/2015	
Vendor:	0434	Tehachapi Sanitation	
0522015		Ref/Refuse Contract/Period 11	69,233.50
5022015		Ref/Kern Cty Gate Fees/Period 11	14,377.47
			83,610.97
Check No:	43011	Check Date: 07/16/2015	
Vendor:	3730	Tractor Supply Credit Plan	
100083703		PW/Stoe Boot/Nick Krafthefer	118.24
100084200		Swr/Led Alert Beacon	30.09
			148.33

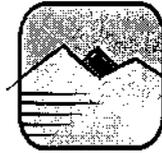
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Accounts Payable

Checks by Date - Detail By Check Date

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 Printed: 7/21/2015 - 3:37 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Check Amount

Check No:	Check Date:	Check Amount
43086	07/21/2015	
2695	Home Depot Credit Services	
0011064	PW/Fine Finish Blade/Mil Cut Cir Blade	19.11
0590191	Eng/Ceiling box/Steel cover/Hammer Drill/Wall	37.96
1010992	Swr/1Gal Victory Jug	38.57
1011629	PW/Blk and Gry Furniture Hole Cover	4.26
1011637	PW/Terminal Adapter/Conduit Locknut	7.62
11066	CH Anx/Sharkie Kit 6-12 & 8-14	10.73
1584484	Air/5 Gal Diesel Gas Can	20.40
1594242	Air/Odor Absorbers/#2 33 Gal Drawstring Bags	36.42
1594731	PW/PW Shed Move/#7 12x1 1lb Hex Wash Scre	74.27
2010481	Swr/Gel Grip Soil Scoop/15" Prybar Forged Hal	20.88
2010483	Constr/#2 Stubby Phillips Screwdriver 1x11/2" 2	8.22
2010490	Swr/13 Gal Drawstring Kitchen Bags 150ct	15.29
2011521	PW/16 oz Clear Solvent Cement/Coupling/Cond	105.70
2011532	Swr/Mold & Led Respirator/Demo & Remodel F	53.69
2040958-1	Eng/Wall Cabinet/Dr Sweep/Bowl Brush/Bowl C	176.88
2040958-2	Eng/Wall Cabinet/Dr Sweep/Bowl Brush/Bowl C	28.80
2561152	ENG/DIY Shim/ Lumber Fec/Kitchen faucet	92.00
2561170	Swr/Germicida Bleech/Mouse Bait/Repels All	38.03
3010385	ChAnx/Deadbolt/lock/Soap Dish/Twist-n-lock/V	279.84
3010407	Swr/4" Ductile Iron Cping/Sakrete 50lb Fence P	11.75
3011437	Strts/Fed Safety Red/Paintcare Fee/Poly Mini Rc	51.68
3011438	Swr/24 Qt Red Cooler	18.24
301725	PW/	-97.72
301727	PW/PW Shed Move/#4 2x2" White Grip Edge	23.81
301728	PW/Shed Move/Lumber/#2 48x36" Wht Lowe 1	372.65
3100375	Swr/4" Flex Coupling Cla xCl.PL	8.58
3110536	Eng/230 White	-8.63
3301765	Constr/Screwdrive/Rachet Wrench/Socket Set/ C	344.38
3561090	ENG/Shelf Support Angle/Plastic Ribbed Ancho	20.99
4010333	GG/50 Gal Bags	33.86
4010334-1	ENG/Angle Broom/Hand Soap & Sanitizer/Poly	30.98
4010334-2	ENG/Angle Broom/Hand Soap & Sanitizer/Poly	15.27
4011382	Constr/Zep Fast 505 Cln/Degrease	9.41
4011419	GG/Static Mix/ Conduit	6.99
4020019	Constr/Adj Wrench/Lcking Pliers/Crescent 12" \	137.91
4020068	SWR/H&C Water Dispenser	98.04
4024226	Air/3/4x2" PVC Riser/Nipple 3/4xClose Riser	14.93
4024233	PD/New PD Lights 32W T8 4ft Coolwh 10PK	30.88
4133454	Air/Tamper Bar 70"	33.51
4311826	PW/Sz10 Blk PVC Boots	17.92
4561001	Wtr/95 Key Schlage	10.05
4561028	GG/Vinly Tube	4.92
4575288	Wtr/MP Lubricant/3/4x18" Flex Repair Couplin	25.03
5010239	Eng/40 Small Boxes/Moving storage Tape	44.66
5010243	PD/Anchor Kit/Stud Solver	11.77
5010254	PW/1/2x20 Rebar	34.32

5010846	PW/1/2x6" Anchor/5/8" Blk Oxide Drill Bit/5/8"	91.76
5024153	PD/Furniture Hole Cover	4.26
5024727	PW/Pwr Mud Mxr/1Gal Blu Traffic Paint/Stripir	68.93
5311815	PW/Rebar Pliers/1/2x20 Rebar/Premier Doug Fi	94.38
5564864	Eng/Pledge/Uprightvac/Power Cord	250.61
5594063-1	ENG/Wall Patch/Liq Panel	7.86
5594063-2	ENG/Wall Patch/Liq Panel	15.96
5594515	Constr/Bosch 1/2x10x12" Hammer Carbide Bit	19.89
5594530	CH Anx/3/6x1-1/4" Phillips 75 pk/1-3/4x36" Int	20.75
584084	Ch Anx/Qk Connect Strt Valve/1/4Qk Cnt x1/4N	20.00
6010765	PW/5 Gal Water Cooler w/Disp	23.03
6024686	PW/Blk Oxide Drill Bit	75.34
6110641	ChAnx/Return Inv #3010385 #1ecap-#3espl kt	-98.80
6301708	PW/Metal Shed	97.72
6301709	PW/#6 12x1 1lb Hex Wash/#2 3/4" Blk Oxide B	137.52
6583803	ChAnx/1pt Epoxy C&G/4" Spring Hinge/Decor	69.17
7024593	Wtr/24" Rough Pushbroom/Bolts/Jam Nuts/Wasl	43.87
7560261	Constr/Milwaukee 1/4"Magnetic Nutdriver/Med	10.42
8024569-1	Land/Purple Primer/PVC Cement Red Hot/1/2x2	25.91
8024569-2	Wtr/6x10" Adjustable Wrench Set	21.47
8311806	Eng/Recall Amount	294.55
8311807	Eng/Lumber	34.22
8560797	PW/Wash Brush	8.59
8570256	Wtr/10 Pc RatchetSet/3"Steel Scraper Blade3/6x	59.03
9011140	Strts/PVC Cap	6.02
9011151	Wtr/Key Schlage	8.04
9143389	Wtr/D Handle Garden Spade	16.09
9594808	Air/Febreze/Odor Absorbers/Anit Bait	27.83

3,829.27

Date Totals:

3,829.27

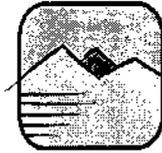
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Accounts Payable

Checks by Date - Detail By Check Date

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Printed: 7/22/2015 - 2:58 PM



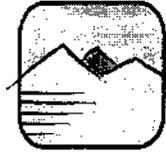
CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	43090	Check Date: 07/22/2015	
Vendor:	3898	Department of Motor Vehicles	
7222015		PD/#300 Bicycle License Plates, Reg Stickers, R	372.00
			<hr/> 372.00
Date Totals:			<hr/> 372.00
			<hr/> <hr/> 372.00
Report Total:			<hr/> 372.00

Accounts Payable

Checks by Date - Detail By Check Date

User: swier
 Printed: 7/29/2015 - 8:34 AM



CITY OF
TEHACHAPI
 CALIFORNIA

Check Amount

Check No:	43091	Check Date:	07/23/2015	
Vendor:	0372	Southern California Edison		
07072015-1		Hwy 202		30.55
07072015-2		Highway 202		60.07
07082015-1		Curry		11,155.85
07082015-2		Pinon		4,333.09
07082015-3		1299 S Curry St		3,417.97
07082015-4		1347 CLASICO DR PED 1115 ALDER AVE PE		94.56
07082015-5		1002 Applewood St		40.89
07092015-1		100 W Tehachapi Blvd #B		156.64
07092015-10		213 W I St		11.14
07092015-11		Tehachapi Blvd/Dennison		12.02
07092015-12		800 S Curry St		30.55
07092015-13		Dennison/Brett Ave		44.02
07092015-14		Valley Bv w/o Dennison		402.55
07092015-15		Goodrick Dr E/O Dennison		201.27
07092015-16		Tucker Rd Hwy 202		174.67
07092015-17		Mill and J St		73.34
07092015-18		TR 45361 Mulberry AP		55.54
07092015-19		Mill and J St		109.79
07092015-2		101 W F St		265.75
07092015-20		115 S Robinson St		261.38
07092015-21		129 Brentwood Dr		3,618.45
07092015-22		Tehachapi Blvd		137.00
07092015-23		Tehachapi/Tucker		49.75
07092015-24		180 VALLEY		26.59
07092015-25		115 MANZANITA LN		26.29
07092015-26		311 SUTTER ST		26.84
07092015-27		501 1/2 PINON		26.59
07092015-28		PINON/EAST ORCHARD/CURRY		321.29
07092015-29		INDUSTRIAL PKWY/CURRY		66.69
07092015-3		TR 2995 Oakwood/Val		264.30
07092015-4		TR 2995 Oakwood/Val		279.30
07092015-5		TR 2995 Oakwood/Val		7,362.69
07092015-6		Tucker/Valley		171.77
07092015-7		710 W Tehachapi Blvd		159.29
07092015-8		Mill St S/O E St		11.14
07092015-9		Highline & Curry		16.58
07102015-1		MILL ST/D ST		67.69
07102015-2		755 Steuber Well		1,302.96
07102015-3		1199 CANYON DR E/1200 S DENNISON/1202		108.56
07102015-4		409 Bailey Ct		43.25
07102015-5		DENNISON/PINON ST		1,205.37
07102015-6		MANZANITE/GREEN		267.93
07102015-7		White Oak-E Curry		1,745.01
07102015-8		1300 Goodrick Dr #Z		26.13
07102015-9		MULBERRY/BRENTWOOD		72.32
07112015-1		NW Cor Anita/Dennison		4,630.64

Check Amount

07112015-2	126 S Snyder Ave	41.49
07112015-3	115 MANZANITA ST	27.15
07112015-4	209 E HIGHLINE RD PED	26.45

43,061.15

Check No: 43092 Check Date: 07/23/2015

Vendor: 0404 State Controller's Office

07232015 Fin/Audit Confirmation

100.00

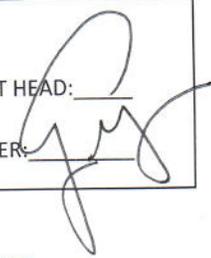
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Report Total: 43,161.15



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

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

COUNCIL REPORTS

MEETING DATE: AUGUST 3, 2015 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: KENT KROEGER, POLICE CHIEF

DATE: July 28, 2015

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT

BACKGROUND

As the Council is aware, the Tehachapi Police Department was awarded a grant in the amount of \$125,000 from the Department of Justice (DOJ) COPS Hiring Program in 2013. The purpose of this grant was to assign a law enforcement officer, known as a School Resource Officer (SRO) to the Tehachapi Unified School District in order to enhance student safety, decrease the frequency of youth violence, dissuade gang activities, encourage good relations between the Tehachapi Police Department and the student community, and to promote the overall safety and security of the educational environment at Tehachapi Unified Schools.

The School Resource Officer has played an important role in maintaining and increasing the safety within our schools and neighboring communities. It is imperative for public safety that we continue this partnership with the Tehachapi Unified School District. A current Memorandum of Understanding (MOU) clearly documenting the program's purpose, partner roles and responsibilities, requirements for information sharing, and supervision of the SRO is required as a condition of the grant.

FISCAL IMPACT

The COPS Hiring Grant requires local matching funds over the three year period of the grant. As stated in the proposed MOU, the Tehachapi Unified School District will reimburse the Tehachapi Police Department for 50% of the local matching funds. The Tehachapi Police Department portion of the matching funds were included within the adopted 2015-16 Department budget.

RECOMMENDATION

Approve the Memorandum of Understanding between the City of Tehachapi / the Tehachapi Police Department and the Tehachapi Unified School District and authorize the Mayor to sign subject to approval by the City Attorney.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
TEHACHAPI/TEHACHAPI POLICE DEPARTMENT
AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT REGARDING
THE POSITION OF GRANT FUNDED SCHOOL RESOURCE OFFICER FOR
THE
2015-2016 SCHOOL YEAR**

This Memorandum of Understanding (MOU) is entered into between the City of Tehachapi, on behalf of the Tehachapi Police Department (jointly referred to herein as "TPD"), and the Tehachapi Unified School District (TUSD). The purpose of this MOU is to delineate each party's rights and responsibilities with regard to the assignment of a TPD law enforcement officer, known as a School Resource Officer (SRO), funded under the 2013 COPS Hiring Program, to work closely with the TUSD.

Recitals

A. The parties agree that the assignment of a TPD law enforcement officer, funded under the 2013 COPS Hiring Program, to work closely with TUSD as a SRO will enhance student safety, decrease the frequency of drug use and substance abuse by youths, lessen the occurrence of youth violence, dissuade gang activities, encourage good relations between TPD and the student community, benefit law enforcement generally in the Tehachapi community, and promote the overall safety and security of the educational environment at TUSD schools.

B. The parties desire to delineate their respective rights and responsibilities in connection with the creation and maintenance of a grant funded SRO position by TPD.

Terms

The parties agree as follows:

1. Responsibilities of TPD:

Any law enforcement officer assigned to the SRO position contemplated by this MOU shall be a trained and sworn peace officer employed by TPD.

TPD will provide to TUSD an informative profile of any officer to be assigned as SRO, which will include sufficient information to identify the officer, his or her education and law enforcement experience, and other such public information deemed appropriate by the Chief of Police.

TPD will assign to the position of SRO only those law enforcement officers agreeable to TUSD and TPD.

TPD will assign the SRO to TUSD during the regular school year, during summer school, and when students are on campus for pre-school year activities, such as football practice. If

is agreed that this period of time is approximately 10 months. The SRO may only be assigned non-school related duties during an emergency, a crisis, manpower shortage, when school is not in session, or as otherwise determined by TPD.

TPD will consult and coordinate with TUSD with regard to the activities and duties of the SRO. Both TPD and TUSD will designate a primary contact person for this purpose. For TPD, that person may be the assigned SRO.

TPD will participate in regular "Safe Campus Committee" meetings arranged by the school district, for the purpose of discussing school safety, youth drug use issues, gang participation/ activity, and other youth related crime. TPD will designate a representative for this purpose, which may be the assigned SRO. TUSD will encourage maximum attendance by school site administrators and/or their designees.

TPD will participate in School Attendance Review Board meetings when invited. The TPD representative at such meetings may be the assigned SRO.

TPD will provide the SRO with a patrol vehicle and associated equipment (radio, computer, fax, etc). TPD will bear the cost of operating, maintaining, and repairing the patrol vehicle and associated equipment (gas, oil, tires, repairs, etc.)

TPD will approve overtime as may be necessary and only with the concurrence of, or at the request of, TUSD and TUSD will pay 50% of the SRO's overtime pay.

TPD will compile statistics and other information regarding: 1) juvenile arrests; 2) SRO time while physically at school sites; 3) the nature and frequency of participation in school related activities by all TPD personnel; 4) officer training regarding the prevention of drug use by youths; and 5) other matters that may lead to informed decision making by the Tehachapi City Counsel and TUSD Board of Trustees, or the successful application for future grant opportunities, if any. TPD will report such information annually to the TUSD Board of Trustees.

TPD will arrange and fund any training that may be needed by or recommended for the SRO.

The SRO will make reasonable efforts to perform the following:

- Review and revise as necessary, or initiate development of school protocols to be used in the event of a tragic situation developing at a school site.

- Participate in a coordinated intervention system facilitating referral of high risk youths to intervention and counseling programs.

- Participate in intervention activities designed to (1) decrease drug possession and sales, (2) increase arrests for drug possession and sales, and (3) increase law enforcement visibility on and around elementary, middle school, and high school campuses as appropriate.

-Schedule, announce, and conduct periodic training of school personnel, including campus security staff, in maintaining school safety, recognizing signs and symptoms of drug use, gang identification and prevention, and prevention of youth violence or other youth related crime.

-Schedule and conduct school-wide or classroom presentations, such as DARE, GREAT instruction, and bicycle safety programs for sixth graders and other presentations as necessary, to students in grades 7-12.

-Provide consultation and training as necessary to other law enforcement personnel who may be required to interact with youthful suspects. Such counseling or training should include recognition and understanding of symptoms typically associated with cognitive disabilities, such as mental retardation, ADHD, and autism.

- Perform other duties as mutually agreed, such as conflict mediation, patrolling and traffic control in and around school sites.

- Respect the constitutional and statutory rights accorded to students and school staff.

- Make reasonable efforts to cooperate with TUSD administrative personnel, however the SRO will not be used to enforce school administrative discipline.

2. Responsibilities of TUSD:

TUSD will make reasonable efforts to cooperate with the assigned SRO and related TPD personnel.

TUSD will reimburse TPD for 50 percent of the local matching funds as required by the COPS Hiring Program, which has provided \$125,000.00 in grant funding over a three year period toward the SRO's monthly salary and benefits. TUSD will only reimburse for the 10 month period referenced in Paragraph 1. TPD is entirely responsible for the SRO's monthly salary and benefits during the remaining two months of the year. TPD shall submit invoices for reimbursement to TUSD on a quarterly basis.

TUSD will reimburse TPD for 50 percent of the cost of outside training provided to the SRO, but only when the TUSD Superintendent has given his/her prior approval, in writing, authorizing the expenditure.

If the City of Tehachapi or TPD receives funding through a grant or from a third party for the purpose of establishing or maintaining a SRO, TUSD's reimbursement obligation is contingent upon, and only to the extent that, such funding has been dedicated solely to the SRO position and has been fully exhausted.

TUSD will provide the SRO with office space, supplies, and equipment necessary to develop and deliver pertinent information or presentations to students, school staff, other law enforcement officers/agencies, or to prepare for the meetings required under this

MOU, including access to alarm codes, word processing equipment, copying machines, overhead projectors, and stationery supplies, as well as secretarial assistance and help from TUSD media and technology personnel.

3. Employment Status of the SRO. The parties agree that in performing the services pursuant to this MOU, the SRO is an employee of TPD, is not a TUSD employee, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits TUSD may provide for its employees. The SRO shall be directed and instructed by TPD.

TPD shall provide all services under this MOU as an independent contractor and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this MOU shall be deemed to create any relationship of principal and agent, master and servant, or employer and employee between TUSD and the SRO.

TPD shall be solely responsible for withholding, applicable payroll taxes, and contributions, including but not limited to federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance. TPD agrees to hold harmless, indemnify, and defend TUSD from any liability resulting from TPD's failure to make such payments, including self-employment taxes.

If TUSD is held to be an employer or co-employer of the SRO due to the acts or conduct of TPD, TPD shall hold harmless and indemnify TUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by TUSD as a result of that holding.

4. Information Sharing.

TUSD and TPD must balance safety interests and student privacy interests. All information sharing should be based upon The Family Educational Rights and Privacy Act (FERPA) and California laws that govern the release of records. FERPA does contain exceptions to the general consent requirement, including the "health or safety emergency exception." Disclosures based on this exception must be documented in the student's education records to memorialize the emergency that formed the basis for the disclosure.

5. Duration. This MOU shall be effective on the date signed by the authorized representatives of each party and shall continue in effect until June 30, 2016. It may then be duly extended by the affirmative action of both parties for periods of time not to exceed three years.

6. Termination. This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30 calendar days after actual receipt of the written notice. TUSD will reimburse TPD pro rata for services up to the date of actual termination.

7. Indemnification. Each party shall defend, hold harmless, and indemnify the other, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any

and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, death, sickness, or injury to any person(s) or damage to any property, (but not to include consequential damages), from any cause whatsoever arising from or connected with the party's actions and conduct except to the extent resulting from the actions or conduct of the other party, its governing board, Council, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and/or other representatives.

This indemnity shall survive termination of this MOU and is in addition to any other rights or remedies that TUSD may have under law and/or otherwise.

8. Insurance. Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by an insurance company admitted to do business in California (or self-insurance or joint powers coverage): (1) general liability with minimum coverage limits of \$1,000,000 per occurrence; (2) automobile liability as required by state law; (3) professional liability (malpractice) with a limit of liability not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law.

Each party shall furnish the other with a certificate or certificates of insurance containing the endorsements required under this section, and the other party shall have the right to inspect the insured's original insurance policies (or self-insurance memorandum of coverage) upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, the party whose insurance is so affected shall immediately file with the other a certified copy of the required new or renewal policy and certificates for such policy.

9. Nondiscrimination. Neither party shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall the personnel of either party harass any person based on gender or any other basis prohibited by applicable law in the course of performing its obligations under this MOU.

10. Notices. Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the party or on the second business day after mailing, if the document is mailed by registered or certified mail addressed to the party at the address set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

11. Miscellaneous.

A. Entire Agreement. This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to SRO services

to be rendered, and supersedes all prior and contemporaneous understandings or MOUs of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.

B. Amendment. The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver. Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

D. Assignment. Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest. Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns, nor is anything in this MOU intended to relieve or discharge the obligation or liability of any third person to either party to this MOU, nor shall any provision give any third person any right of subrogation or action against either party to this MOU.

F. Severability. If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

[Signatures on the following page]

TEHACHAPI UNIFIED
SCHOOL DISTRICT

CITY OF TEHACHAPI

By: _____
Nick Heinlein
Chief Administrator, Business Services
300 S. Robinson Street
Tehachapi, California 93561

By: _____
Susan Wiggins, Mayor
115 South Robinson Street
Tehachapi, California 93561

Date: _____

Date: _____

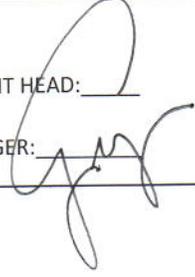
By: _____
Kent Kroeger, Chief of Police
Tehachapi Police Department
220 W. C Street
Tehachapi, California 93561

Date: _____



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



MEETING DATE: AUGUST 3, 2015 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 30, 2015

SUBJECT: AIRPORT LEASE AGREEMENT – HANGAR GROUND 06E & TIEDOWN B5

BACKGROUND

For a number of years the Civil Air Patrol has occupied an area of the Tehachapi Municipal Airport containing three (3) mobile homes and an aircraft tie down. The mobile home located closest to the runway belongs to the City and the other two belong to the Civil Air Patrol. These areas have been occupied without a lease or lease agreement or other written agreement and the City and Civil Air Patrol now wish to provide for such written agreement.

RECOMMENDATION

APPROVE THE LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE CIVIL AIR PATROL, UNITED STATES AIR FORCE AUXILIARY AND AUTHORIZE THE MAYOR TO SIGN

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 11th day of May, 2015, by and between the CITY OF TEHACHAPI (the "City") and CIVIL AIR PATROL, United States Air Force Auxiliary, a federally chartered non-profit corporation (the "Tenant"),

W I T N E S S E T H :

WHEREAS, City is the owner of the Tehachapi Municipal Airport which includes the area shown and designated on the aerial photograph attached hereto as Exhibit "A" and by this reference made a part hereof containing three (3) mobile homes and an aircraft tie down (collectively, the "Premises"); and

WHEREAS, The mobile home located closest to the runway belongs to the City and the other two mobile homes belong to the Tenant; and

WHEREAS, Tenant has occupied the Premises for a number of years without a lease or lease agreement or other written agreement and City and Tenant wish to provide for such written agreement; and

WHEREAS, Tenant wishes to continue to occupy the Premises and City is agreeable thereto under the terms and conditions described hereinafter.

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 rents the Premises to Tenant for ten years under the terms and conditions described hereinafter. Either party may terminate this Lease Agreement at any time upon thirty (30) days prior written notice to the other.
3. No rent shall be charged to Tenant but Tenant shall maintain the Premises at its sole cost and expense in its existing condition subject to City's reasonable inspection from time to time.
4. Tenant may utilize the Premises to conduct the business of Tenant including, without limitation, classrooms, office space, supplies and equipment storage, and aircraft tie down, to accomplish Tenant's three congressional prescribed missions: Aerospace Education, Cadet Programs, and Emergency Services. City understands that Tenant is a civilian component of the United States Air Force Auxiliary engaged in emergency service operations on a 24-hour, seven days per week basis and Tenant bases emergency service operations, including command and control, from the premises.

Emergency service workers from other local, state, federal, and civilian relief organizations may, from time to time, utilize the Premises under the supervision of Tenant for such emergency service operations and training. Tenant may use parking lot areas adjacent to the Premises for drill and ceremony functions and emergency services staging provided those activities do not unreasonably interfere with City's parking needs and provided Tenant first obtains City approval.

5. No improvements shall be made on the Premises nor shall it be fenced nor secured in any other way without City's prior written consent which may be given or denied in City's sole and absolute discretion. Notwithstanding the foregoing, Tenant may secure the premises with standard locks provided City is given the combinations or keys to locks.

6. Tenant shall use the Premises at its sole cost and expense and shall pay for all utilities and improvements necessary to bring utilities to the Premises.

7. This Lease Agreement is made upon the express condition that City is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Tenant, or damage to property of any kind whatsoever and to whomsoever belonging, including Tenant, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease Agreement, or any occupancy hereunder. Tenant hereby agrees to indemnify, defend, and save harmless City, its officers, Councilmembers, employees, contractors, and agents ("City's Agents") from all liability, loss, cost and obligations on or on account of or arising out of any injuries or losses however occurring. The Tenant, at its sole expense, shall maintain throughout the term of this Lease Agreement, a comprehensive general liability insurance policy in the amount of \$1.0 million per occurrence protecting the Premises and the City and City's Agents, against all public liability whatsoever. Tenant shall provide to City a certificate and endorsement to the policy from the insurance carrier stating that the insurance is in full force and effect, that the premiums have been paid thereon, and that the insurance carrier will give City at least ten (10) days prior written notice of any termination, cancellation or modification of the terms of such insurance. City and City's Agents shall be named as additional insureds thereon and City's insurance shall be non-contributory.

8. If Tenant breaches this Lease Agreement, City shall have all remedies available to City hereunder, or at law or in equity.

9. Tenant shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in its use all laws, rules and regulations of those authorities, in force either now or in the future.

10. The covenants and agreements contained in this Lease Agreement shall be binding upon the parties hereto and upon their respective heirs, executors, administrators,

successors and assigns. Time is of the essence of this Lease Agreement and of each and every one of the provisions herein contained.

11. City makes no representations or warranties under this Lease Agreement and Tenant hereby accepts the Premises, all improvements thereon, and all conditions affecting the Tenant's ability to use the Premises "AS IS, WHERE IS, AND WITH ALL FAULTS." This Lease Agreement is subject to (a) all existing easements, servitudes, licenses and rights-of-way for canals, ditches, levees, roads, highways, telephone, telegraph, and electric power lines, railroads, pipelines and other purposes, whether recorded or not; (b) deed restrictions; and (c) the rights of other lessees under any existing or future oil, gas and mineral Lease Agreement or Lease Agreements from City affecting the entire or any portion of the Premises, whether recorded or not.

12. This Lease Agreement represents the sole and only agreement between the parties regarding the matters addressed herein and the parties acknowledge and agree that no oral or other written agreements or representations exist between the parties affecting this Lease Agreement. This Lease Agreement supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, and understandings, if any.

13. If either party institutes any action or proceeding arising out of or relating to the provisions of this Lease Agreement or any default hereunder, the prevailing party in such action or proceeding shall be entitled to the recovery of reasonable attorney's fees and all costs and disbursements incurred in the action or proceeding.

14. Whenever it shall be required or permitted in this Lease Agreement that notice be given by either party to the other, such notice shall be deemed served when personally delivered to the party to be served or when deposited in the United States mail, first class, postage prepaid, or when sent by confirmed facsimile, or when sent by electronic mail ("email") to the following address:

To City: City Manager
 115 South Robinson Street
 Tehachapi, CA 93561
 Fax: (661) 822-2197
 Email: ggarrett@tehachapicityhall.com

To Tenant: Civil Air Patrol
 National Headquarters
 Attention: General Counsel
 105 South Hansell, Building 714
 Maxwell AFB, AL 36112-6332
 Fax: (334) 265-4352

With a copy to:

Civil Air Patrol
California Wing Headquarters
P.O. Box 7688
Van Nuys, CA 91409-7688
Fax: (818) 989-8108

Either party may change its or their address by providing written notice to the other in the manner described herein.

15. If any provision of this Lease Agreement shall be determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Lease Agreement and all such other provisions shall remain in full force and effect.

16. The laws of the State of California shall govern the validity, performance and enforcement of this Lease Agreement.

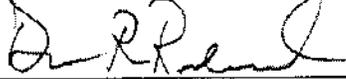
17. This Lease Agreement may not be amended except by a writing executed by all parties.

18. Tenant shall not assign this Lease Agreement nor any rights under it and shall not sublet the entire or any part of the Premises or any right or privilege appurtenant to the Premises nor permit any other person to occupy or use the entire or any portion of the Premises, without first obtaining City's written consent.

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

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

CIVIL AIR PATROL, "Tenant"

By: 

Don R. Rowland,
Chief Operating Officer

EXHIBIT "A"
[Aerial of Premises]



EXHIBIT - A
314 N HAYES ST
SUITE 06E
TEHACHAPI, CA 93561
82X60 = 4920SQ. FT.



CERTIFICATE OF AVIATION LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

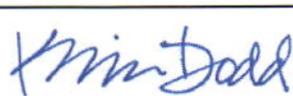
PRODUCER AirSure Limited 25548 Genesee Trail Road Golden, CO 80401	CONTACT NAME: AirSure Limited	FAX (A/C, No): 303-526-5303		
	PHONE (A/C, No, Ext): 303-526-5300			
E-MAIL ADDRESS:				
PRODUCER CUSTOMER ID #:				
INSURED Civil Air Patrol General Counsel 105 South Hansell St., Building 714 Maxwell AFB AL 36112	INSURER(S) AFFORDING COVERAGE		%	NAIC #
	INSURER A: Allianz Global Risk			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

AIRPORT & FBO LIABILITY COVERAGES		CERTIFICATE NUMBER: 24633958		REVISION NUMBER:		
INSURER LETTER	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	ADDITIONAL INSURED? (Y / N)	SUBROGATION WAIVED? (Y / N)	
A	A2GA000708414AM	10/1/2014	10/1/2017	N	N	
COVERAGE	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO	
PREMISES LIABILITY		\$	BI EA PER	\$	PD	
PREMISES MEDICAL PAYMENTS		\$	EA OCC	\$10,000,000		
PRODUCTS LIABILITY	SALE OF FUEL & OIL	\$	BI EA PER	\$	\$10,000,000 AGGR	
	EXTENDED	\$	EA OCC	\$	\$10,000,000	
COMPLETED OPERATIONS LIABILITY	EXTENDED	\$	BI EA PER	\$	\$10,000,000 AGGR	
		\$	EA OCC	\$	\$10,000,000	
HANGARKEEPERS LEGAL LIABILITY	INCLUDING TAXI	\$	EA AIRCRAFT	\$	\$10,000,000 EA OCC	
	IN FLIGHT	\$				
FIRE LEGAL LIABILITY		\$	ANY ONE FIRE	\$	\$10,000,000	
PERSONAL INJURY LIABILITY		\$	EA OCC	\$	\$10,000,000 AGGR	
ADVERTISING LIABILITY		\$	EA OCC	\$	\$10,000,000 AGGR	
CONTRACTUAL LIABILITY	<input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> EXCLUDED					
CODE	DESCRIPTION	OPTIONS	LIMIT	APPLIES TO	LIMIT	APPLIES TO
	EXCESS AUTO		\$	EXCESS OF	\$	\$1,000,000 PRIMARY
	EXCESS EMPLOYER		\$	EXCESS OF	\$	\$1,000,000 PRIMARY
	IND CONTRACTORS		\$	EA OCC	\$	\$10,000,000 AGGREGATE
			\$		\$	
			\$		\$	
			\$		\$	

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

We won't cover the Certificate Holder for claims arising out of their liability as manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

CERTIFICATE HOLDER City of Tehachapi Attn. City Manager 115 South Robinson St. Tehachapi CA 93561	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (CO) Kerin Dodd
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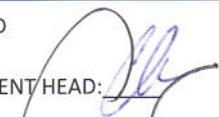
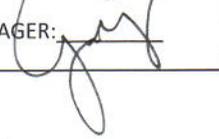
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ACORD 20 (2009/12)

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COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: AUGUST 3, 2015 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 27, 2015

SUBJECT: FEDERATION OF PUBLIC SERVICE EMPLOYEES MOU

BACKGROUND

As the Council is aware, the Federation of Public Service Employees (FPSE) bargaining unit Local 1850 was formed in September 2012. Since that time, City Staff have engaged in a successful meet and confer process with the FPSE to negotiate the terms of a Labor Agreement for Bargaining Unit members. The attached Agreement covers terms and conditions of employment specific to the members of the bargaining unit, such as uniforms, on-call pay, training, etc. It also reiterates or makes minor alterations to other general employee policies for bargaining unit members such as holiday time banking, salaries and benefits, the discipline and grievance procedure, and so on.

The term of this Labor Agreement is August 1, 2015 to August 30, 2018.

RECOMMENDATION

APPROVE THE LABOR AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE FEDERATION OF PUBLIC SERVICE EMPLOYEES LOCAL 1850

**LABOR AGREEMENT
CITY OF TEHACHAPI AND FPSE LOCAL 1850**

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**LABOR AGREEMENT
CITY OF TEHACHAPI AND FPSE LOCAL 1850**

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ATTACHMENT "A" – POSITION CLASSIFICATIONS

LABOR AGREEMENT
CITY OF TEHACHAPI AND PUBIC WORKS BARGAINING UNIT

This Agreement is by and between the City of Tehachapi, (hereinafter referred to as the City), and the Federation of Public Service Employees Local 1850, (hereinafter referred to as the Union), representing members of the Public Works unit.

ARTICLE I
UNION RECOGNITION

Section 1.1 Recognition of Union

The City shall recognize the Union as the exclusive representative for collective bargaining purposes under the MMBA for all regular full-time and regular part-time employees designated as members of the Public Works Bargaining Unit in the City, listed in Attachment "A".

Section 1.2 Responsibility to Consult or Negotiate

- A) It is further recognized that this Agreement is not all inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not alleviate the responsibility of either party to consult or negotiate with the other in accordance with legal requirements. In addition to bargaining obligations, the parties agree to meet to conduct Labor/Management meetings when deemed necessary by both parties at mutually agreeable dates.
- B) The City agrees to provide advanced notice and an opportunity to meet and confer prior to making changes to classifications, consistent with existing PERB precedential decisions.
- C) The City agrees to provide advanced notice and an opportunity to meet and confer prior to making changes to salary ranges for classifications.

Section 1.3 Union Security

The City agrees not to interfere with the right of its employees covered by this Agreement to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or any of its agents against any employee because of membership in the Union. During work hours the Union shall be limited to Union activities pertaining directly to the employer-employee relationship. However, the Union will not engage in internal employee organization business activities, (such as soliciting membership, campaigning for office, conducting organizational meetings and elections) when such actions interfere with the efficiency, safety and security of the City operations.

Section 1.4 Union Communications

Management will provide a reasonable space on designated bulletin boards, in each department where Union members report to work. The Union agrees to not post, and the City reserves the right to reject, any material which contains inflammatory/derogatory statements concerning the City of Tehachapi, City employees or any elected official. Any tampering with Union boards by any City employee shall be reported to the Union Chairperson or Chief Steward for investigation. If necessary, the Union Chairperson or Chief Steward may contact the City Manager or his designee, to resolve the matter. FPSE (Federation of Public Service Employees) Local 1850 will be allowed through designated representatives to service bulletin boards during work hours, but not during work time (i.e. during said representative's breaks, and/or lunch is permissible), provided such actions do not interfere with the efficiency, safety and security of the City operations.

The boards shall be used for the following Union business:

- A) Union recreational, social, and related news bulletins,
- B) Notices of scheduled Union meetings,
- C) Official business reports of the Union including reports of Union committees,
- D) Notice of benefits available to Union Members.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 City Rights

It is understood and agreed that it is the interest and prerogative of the City to operate and manage its affairs to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive prerogative to: determine its organization; direct work of its employees (including the assignment of new or existing work duties as comprehended within the existing job classification or practice), determine the times and hours of site operation (including the ability to set the hours of operation and employee work schedules as well as start and stop times for assignments/projects). The City agrees to provide the Union an opportunity to meet and confer regarding any proposed schedule change intended to last more than fourteen (14) calendar days; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its policies, goals, and objectives; determine staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of employer operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take appropriate action on any matter in the event of an emergency. The City retains the rights to hire, lay-off, assign, evaluate, promote, transfer, terminate, and rehire employees, as long as it does not violate the provisions of this Agreement. It is understood and agreed that applicable law governs this provision and that it is in the party's interest and the prerogative of the City to operate and manage its affairs to the full extent of the law.

Section 2.2 Temporary/Contract Workers

The City's right to hire employees includes the right to hire temporary or contract workers as the City deems appropriate. However, in the event that the Union believes that the City's increased use of Temporary or Contract workers has negatively impacted its bargaining unit members, the City agrees to meet with the Union to address the Union's concerns.

ARTICLE III
CITY PERSONNEL MANUAL

Section 3.1 Continuing Effect of the City Personnel Manual

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

ARTICLE IV
JOB CLASSIFICATIONS, SALARY RANGES
AND WORKING CONDITIONS

Section 4.1 Class Titles and Wages

Class titles and salary ranges are attached as Attachment "A" hereto, and made a part hereof. The purpose of Attachment "A" is specifically to provide a classification and pay structure to administer positions in this bargaining unit.

Section 4.2 Pager Duty

Pager duty is an after hours and weekend standby duty taken on a rotating basis by all Public Works employees. Duration of pager duty is seven (7) consecutive days (Monday to Monday). Compensation for pager duty is \$57.14 per day. For the first call-out for each day the employee will be paid *one hour* of overtime, and in fifteen (15) minute increments thereafter for actual time worked. Each hour or call-out will be paid as time and one-half (1½) for actual hours worked. Pay for an unscheduled call out to work overtime shall begin when the employee leaves to report to work. The employee shall be paid for reasonable travel time both to and from the job site, not to exceed one (1) hour of travel time.

Employees on pager duty are required to remain within close proximity of the City limits and within operating range of the cellular telephone. The phone will be carried with them at all times.

- A City service vehicle equipped with the necessary tools will be kept at the employee's residence and will be used for call-outs only while on duty.
- Employees will remain in a capable state while on duty.
- Employees will be responsible for the proper operation of the phone and the condition of the batteries and related equipment.
- The employee on duty will call out other employees in an emergency. When reasonably possible the employee will provide advance notification to a supervisor.

While on pager duty, other duties included are:

- Daily checks of the wells and tanks and recording water usage.

With prior notification of the Department Head employees may trade hours, days, or the entire duty with another consenting employee in the rotation; however, when an employee trades hours with another employee, the employee who is scheduled to take call will forfeit the daily pay for that day, regardless of how many hours are traded, and the substitute employee shall receive the entire daily pay rate for that day.

No employee will take pager duty more than two (2) consecutive weeks without prior approval of Department Head.

While on pager duty, employees will conduct themselves as during the normal workweek.

Section 4.3 Call Back Pay

Any additional employees subject to an unscheduled call out are subject to the same pay provisions as the employee on stand-by pager duty, with the exception of the daily rate.

Any employee subject to an unscheduled callout on a City holiday shall be compensated at a minimum of two (2) hours at one and one half (1.5) times the employee's hourly rate of pay.

Section 4.4 Uniforms and Uniform Maintenance

- A. Boot allowance/waterproofing supplements: Eligible FPSE bargaining unit employees shall be provided one (1) pair of work boots and waterproofing supplements upon hire and subsequent replacements by the City up to a total amount of \$250.00. Replacement boots will be provided at least every eighteen (18) months. Further, if deemed necessary by the Department Head, boots can be replaced due to excessive wear from job related deterioration at any time.
- B. Pant allowance: No later than August 15th of each fiscal year, the City will provide an allowance of \$150.00.

- C. Shirts: No later than August 15th of each fiscal year, the City will purchase ten (10) shirts for each employee in the bargaining unit. Employees may select any style of shirt from the Department approved selection of purchased shirts, (i.e. long-sleeved / short sleeved/ polo/ button up.)
- D. Protective winter clothing: The City shall purchase a new set of winter clothing for all FPSE bargaining unit employees upon hire. Replacements will be provided every five (5) years. Further, bargaining unit members shall be provided a new set of winter clothing due to excessive wear from job related deterioration if deemed necessary by the Department Head. For purposes of this agreement, winter clothing shall be defined as one (1) winter jacket, and one (1) set of bibs.

Section 4.5 Cell Phone Stipend

FPSE bargaining unit employees will be provided a \$50.00 per month cell phone allowance, in bi-monthly payroll payments of \$25.00 each month. In exchange for the cell phone stipend, FPSE bargaining unit employees may be required to use their cell phones for work related duties, which may include utilization of employer provided applications. The City acknowledges that it will provide advance notice and opportunity to meet with the Association prior to the required use of any such application.

Section 4.6 Safety Bonus

Each eligible member of the bargaining unit covered by the provisions of this agreement shall receive a net payment in the amount of one hundred and fifty dollars \$150.00. Payments shall be by way of separate check or direct deposit dated no later than December 15th of each year for the duration of this agreement. In order to maintain eligibility, an employee must not have had any Cal/OSHA lost time injuries during the current calendar year.

Section 4.7 Promotion to another class

Any employee who is promoted from one (1) class to a class in a higher salary range shall be entitled to the step in the new range which will result in a salary increase of not less than 5% in the lower range, but in no instance shall the increase be greater than the highest step in the new range.

Section 4.8 Working out of class

Employees assigned by the City to work in a higher paying classification in excess of fourteen (14) calendar days shall receive compensation in the next highest step in the employee's classification for the actual hours worked in the higher paying classification beyond the initial fourteen (14) day period. Employee may only be placed in an out of class assignment with the approval of the employee's supervisor/manager.

An out-of-class assignment is one in which the employee is replacing an absent employee in the classification, or is assigned to the classification and given the responsibilities of the position. This provision does not apply when the employee is assigned to perform duties as part of the Industrial Injury Light Duty Program.

Section 4.9 Probationary Period

A. Duration of period

The probationary period for new hires is not less than twelve (12) months. Employees who receive promotional appointments must serve another probationary period of six (6) months. The probationary period is automatically extended by the length of any authorized leave(s) of absence of one work week or more.

B. Promoted Employees

A promoted employee who does not successfully complete the probationary period will be reinstated to his or her former position, and shall maintain his or her original seniority within the classification. If, however, the employee is discharged for cause, the employee has no right to reinstatement.

Section 4.10 Conditional Offer of Employment

Fingerprints and criminal background check

All persons employed by the City will be fingerprinted and law enforcement records checked for past criminal activities. Information thus obtained will be confidential. Initial hire of, employees with a criminal conviction, and continuation of service in the event of subsequent convictions, must have the approval of the City Manager. Convictions (including pleas of guilty and nolo-contendere) may disqualify an applicant from employment with the City. In determining whether an individual with a conviction is disqualified, the City Manager will consider the following factors:

- the employment classification to which the person is applying, including its sensitivity,
- nature and seriousness of the conduct
- the length of time since the conduct,
- the age of the individual at the time of conduct,
- circumstances surrounding the conduct,
- contributing social or environmental conditions, and
- the presence or absence of rehabilitation or efforts at rehabilitation.

ARTICLE V
LEAVE PROVISIONS

Section 5.1 Sick Leave

An employee shall be granted sick leave for the following reason:

- A) Personal illness or injury; medical or dental appointments including preventative care. Employees are encouraged to schedule medical and dental examinations of a non-urgent nature outside normal work hours. Appointments scheduled during normal working hours constitute sick leave, provided that the employee provides advance notice.

- B) Family Illness or injury:

Illness, injury, or medical appointment of a member of the employee's immediate family which requires that employee's presence. Immediate family for the purpose of this section is defined as spouse, registered domestic partner, mother, mother-in-law, father, father-in-law, sister, brother, child or guardian, stepfather, stepmother, stepchild. Employees may be allowed to use sick leave for other family members, however such approval is at the discretion of the City Manager.

ARTICLE VI
EMPLOYEE GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance

A grievance is a complaint by one or more employees concerning the application or interpretation of ordinances, rules, policies, practices or procedures within the scope of this agreement affecting the employee's wages, hours and working conditions or discipline. A grievance must identify the effected employee(s)

Section 6.2 Scope of Grievance Procedure

This procedure shall be used to resolve every unresolved grievance. It is the intent and goal of the grievance procedure to resolve matters at the lowest possible level. During the grievance procedure, employees may be represented by one (1) employee member of the Union and one (1) salaried union representative.

Section 6.3 The Grievance Procedure

A. First Step: Supervisory Level

1. The employee(s) and/or the representative(s) shall notify the supervisor that he/she/they are bringing a grievance.
2. The grievance may be presented orally to the employee's supervisor in an attempt to informally resolve the grievance.

Formal grievances must be presented to the first level supervisor in writing within ten (10) calendar days of the occurrence of the first grievable event. Employees who require an additional twenty (20) calendar days to file a formal grievance must file a notice of extension of time with the first level supervisor. Grievances filed more than thirty (30) calendar days after the occurrence of the first grievable event are considered untimely and management may dismiss the grievance at any level of the grievance procedure.

3. The aggrieved employee(s) and/or a representative shall meet with the employee's immediate supervisor and any other applicable supervisors.
4. If a grievance is not resolved by the end of the fifth full working day, after being received by the immediate supervisor, the employee may within ten (10) working days of filing the grievance with the first level supervisor, appeal in writing to the department head. If the appeal is not filed within 10 working days, the grievance shall be deemed withdrawn and there shall not be any appeal of the grievance.
5. If a grievance is against a Department Head, the employee shall appeal in writing to the City Manager.

B. Second Step: Department Head Level

1. The aggrieved employee(s) and/or a representative shall meet with the employee's department head and any applicable supervisors, or the City Manager and any applicable supervisors if grievance is against department head.
2. If the grievance is not resolved by the end of the fifth (5th) full working day after being received by the department head, the employee may within ten (10) working days of filing the grievance with the department head, appeal in writing to the City Manager. If the appeal is not filed within 10 working days, the grievance shall be deemed withdrawn and there shall not be any further appeal of the grievance.

C. Third Step: City Manager Level

1. The aggrieved employee(s) and/or a representative(s) shall meet with the City Manager or a designee and any applicable supervisors.
2. The decision of the City Manager or his designee shall be final and binding.

Section 6.4 General Grievance Provisions

A. All time periods specified in this grievance procedure may be extended by mutual consent of the aggrieved employee(s) or his representative(s) and the Management representative involved and must be done in writing.

B. A grievance shall be considered untimely if not presented by the employee within thirty (30) calendar days of the alleged grievance or within thirty (30) days of its effect upon the employee in those instances where it is shown that the employee could not reasonably have known of the grievable action.

C. FPSE representative has the right to be present at any formal grievance conference concerning a grievance that directly involves the interpretation or application of the specific terms and provisions of the Memorandum of Understanding.

D. An employee who has initiated a grievance or assisted another employee in initiating and/or processing a grievance shall not in any way be coerced, intimidated or discriminated against.

E. If the City fails to respond within any of the timelines set forth above, the grievant may proceed automatically to the next step.

Section 6.5 Discipline and Dismissal

The City's discipline procedures are provided in the City's Personnel Manual. In addition to those provisions, employees have the right to file a written response to written reprimands. Such response will be placed in the employees official personnel file.

ARTICLE VII
EMPLOYEE PERFORMANCE REVIEW

Section 7.1 Scope of process

The performance evaluation process is intended to improve productivity and foster communication between supervisors and employees. As of the effective date of this agreement, evaluations shall be conducted annually, between the months of July and September of each year. Evaluations should be based upon position-specific performance

elements and work standards. The evaluation must indicate clearly whether overall performance is superior, satisfactory or substandard. The review process must provide for employee feedback and face-to-face communication. Results of the performance review will be utilized to determine employee's training and development needs.

- A) Results of the employee's current performance review will be used to determine salary adjustments. Employees whose work performance is satisfactory will be eligible, but not guaranteed, for advancement to any higher step (not to exceed the maximum) of the salary range. Employees who receive a less than satisfactory rating will not be eligible for salary advancement. Salary increases will be effective the first full pay period following the 25th of September of each year.
- B) Employee will be provided with a copy of his/her performance at the evaluation interview. Employees have the right to respond in writing to the evaluation report should they so desire. Said responses should be submitted to the review not later than thirty (30) days after the evaluation interview. Contents of an employee's performance evaluation are not subject to the grievance procedure.
- C) If an employee does not receive a timely evaluation, his performance shall be administratively deemed satisfactory and competent, unless the parties have agreed to extend the time for receipt of the evaluation due to extenuating circumstances.
- D) The employee's complete, original, and signed performance evaluation including any written comments provided by the employee is filed in the employee's official personnel file kept in the Finance Department.

ARTICLE VIII **OUTSIDE EMPLOYMENT**

Section 8.1 Scope

Employees will be allowed to engage in off-duty employment if such secondary employment meets the following standards:

- A. The outside occupation does not conflict with the interests of the City.
- B. The outside work must not carry over into the employee's regular duties.
- C. The outside work must not leave the employee tired or subject to injury on his/her regular job.
- D. The outside employment must be such that no problem arises as to the municipal responsibility for injury incurred on the outside job.

E. The supplemental job should never be allowed to interfere with the policy that the employee is always readily accessible in case of emergencies.

F. The employee is to notify the supplemental employer that he/she may need to return to his/her regular duties immediately upon call.

G. To gain approval for outside employment an employee must first file an Outside Employment Authorization Request form with his/her department head. Outside employment is not permitted until the employee receives authorization from the department head and the City Manager.

H. Approval may be rescinded at any time if, in the judgment of the department head, the outside employment is inconsistent with, incompatible with, in conflict with, or harmful or unfavorable to the employee's duties as a City employee.

I. An unreasonable delay in response, denial of request, or revocation of previously obtained approval of an Outside Employment Authorization Request may be appealed under the grievance procedures set forth in Article VI of these provisions.

ARTICLE IX **WAGES AND BENEFITS**

Section 9.1 Wage Reopener

Each year commencing March 1st for the duration of the term for this contract, the parties agree to meet and confer on wage increases.

Section 9.2 Health Benefits and Insurance

Health and Insurance benefits are subject to change yearly for all City employees. When the City proposes changes to the Health and Insurance benefits for the upcoming Calendar year, it will provide advance written notice to the Association and provide the Union with a opportunity to meet and confer.

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

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

- Anthem Blue Cross PPO
- Anthem Blue Cross HMO

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

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

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

Section 5. Life insurance: City provides a policy value at two (2) times the annual salary, capped at \$150,000. Dependent coverage is \$1000.00.

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

Section 9.3 Attainment/Renewal of Vocational Certifications

The City shall pay for all necessary training, contact hours, application, examination, and renewal fees for an employee to obtain, or renew, licenses and certifications required by the City. Required certifications include certifications recommended by a supervisor for the promotion or advancement of the employee within the City.

The City may pay for all additional training, contact hours, application, examination, and renewal fees for an employee to obtain, or renew, licenses and certifications related to the employee's position, with prior approval of the Department Head.

Section 9.4 Dues Deductions

The Parties agree to meet and confer regarding establishing a procedure for Voluntary Dues Deductions in the event that the membership does not approve an agency shop agreement.

ARTICLE X **MISCELLANEOUS PROVISIONS**

Section 10.1 No Cessation of Work

It is agreed between the City and the Union that there shall be no lock-outs of any kind or for any cause on the part of the City, and that there will be no strikes, secondary strikes, sick-outs, or any other cessation of work of any kind on the part of the Union on account of any controversy whatever during the term of this Agreement.

Section 10.2 Severability & Replacement of Illegal Clause

- a. Should any section or provision of the Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such section or provision shall not

invalidate the remaining portions and shall remain in full force and effect for the duration of this Agreement.

- b. The City and the Union agree at the time such section or provision is declared illegal, to bargain where possible, a provision to legally replace that portion declared illegal.

Section 10.3 Employee Personnel Records

An employee is eligible to receive a copy of any document within their personnel file in accordance with California Labor Code Section 1198.5.

Section 10.4 Harassment

The City's Harassment/Discrimination/Retaliation Prevention Policy is contained within Section 10 F of the Employee Personnel Manual, in addition to these provisions written notice shall be provided to the aggrieved employee(s) including whether or not disciplinary actions were taken against the accused party at the conclusion of the investigation.

Section 10.5 Tattoos

The City's Tattoo Policy is contained within Section 10 K of the City Personnel Manual. In addition to these provisions, employee's hired prior to July 1st 2015 are exempt from the provisions of Section 10.K.3 of the City's Employee Personnel Manual provided the employee had said tattoos exceeding those set forth in the guidelines at the times of their hiring.

ARTICLE XI **TERM, TERMINATION AND RENEWAL**

Section 11.1 Term of Agreement

- a. This Labor Agreement shall become effective August 1, 2015; continue in full force and effect through midnight, August 30, 2018. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other not later than sixty (60) days prior to the expiration date of any succeeding year. Notwithstanding such notice to terminate or to modify this Agreement, the parties hereto agree:
 1. To meet and confer in good faith with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications;

2. To continue in full force and effect without resorting to strikes or walk-outs, all the terms and conditions of the existing Agreement for a period of sixty days after such Agreement expires.
3. To notify state agencies, if required, within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals by their respective officers duly authorized to do so this day of , 2015.

CITY OF TEHACHAPI

THE FEDERATION OF PUBLIC
SERVICE EMPLOYEES LOCAL 1850

Greg Garrett
City Manager

Rick Bender
Union Rep./ Benefit Specialist

Christopher Kirk
Assistant City Manager

Jason Parks
Negotiations Team

Che Johnson
Liebert Cassidy Whitmore

Wyatt Misiura
Negotiations Team

ATTACHMENT "A"
POSITION CLASSIFICATIONS

Classifications	Salary Scales (Monthly)
Maintenance Worker I	\$2866 - \$4494
Maintenance Worker II	\$3143 - \$4929
Senior Maintenance Worker	\$3400 - \$5329
Lead Maintenance Worker	\$3787 - \$5937
Water System Operator I	\$3293 - \$5162
Water System Operator II	\$3400 - \$5329
Senior Water System Operator	\$3787 - \$5937
Lead Water System Operator	\$3976 - \$6236
Wastewater Treatment Plant and Collections Operator I	\$3293 - \$5162
Wastewater Treatment Plant and Collections Operator II	\$3400 - \$5329
Senior Wastewater Treatment Plant and Collections Operator	\$3787 - \$5937
Chief Wastewater Treatment Plant and Collections Operator	\$3976 - \$6236
Lead Landscape Maintenance Worker	\$3400 - \$5329
Fleet Coordinator	\$3400 - \$5329

COUNCIL REPORTS

MEETING DATE: AUGUST 3, 2015 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JULY 30, 2015

SUBJECT: ADOPT SALARY PLAN, AMENDMENT #2 (2015-16)

BACKGROUND

The last amended Salary Plan for fiscal year 2015-16 was adopted on July 6, 2015. The July 6th amendment did not include a Cost of Living Adjustment (COLA) for Public Works staff who are represented by the Federation of Public Service Employees since there was no final labor agreement at the time of adoption. The labor agreement is now complete and includes an increase of 1.3% for Cost of Living. The labor agreement with attachments is in the council packet for final approval.

FISCAL IMPACT

A 1.3% COLA increase for Public Works represented staff effective August 11, 2015.

RECOMMENDATION

Adopt a resolution establishing the salary plan for each position classification in city services and repealing resolution no. 47-15

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI, CALIFORNIA ESTABLISHING THE SALARY
PLAN FOR EACH POSITION CLASSIFICATION IN CITY
SERVICE AND REPEALING RESOLUTION NO. 47-15**

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

WHEREAS, The City and the Public Works employees, who are represented by the Federation of Public Service Employees, have reached agreement of an Memorandum of Understanding regarding hours, wages, and term of conditions of employment; and

WHEREAS, The California Public Employee Retirement System (CalPERS) is requiring the City Council of the City of Tehachapi to repeal Resolution No. 47-15 in its entirety and adopt a new resolution when changes are made to the previously adopted salary plan; and

WHEREAS, The City Council of the City of Tehachapi adopted Resolution No. 47-15 on July 6, 2015 establishing a salary plan; and

WHEREAS, The City Council of the City of Tehachapi desires to amend the salary schedule including an amendment for Public Works represented employees; and

WHEREAS, The City Manager has prepared and recommended an updated

"Salary Plan" for City Employee Position Classifications; and

WHEREAS, The City Council of the City of Tehachapi desires to adopt an updated

"Salary Plan" for all City Employee Position Classifications.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY

COUNCIL FOR THE CITY, AS FOLLOWS:

Section 1 That the Salary Plan set forth in Exhibit "A", which is attached hereto and made a part hereof shall be the Salary Plan for the City of Tehachapi.

Section 2 That the effective date of said Salary Plan shall be August 11, 2015.

Section 3 That Resolution No. 47-15 is hereby repealed in its entirety.

Section 4 The Report and assessment as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 3rd day of August, 2015.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Susan Wiggins, Mayor of
City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on August 3, 2015.

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

CITY OF TEHACHAPI
Salary Plan FY 2015/2016

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

	MONTHLY																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
FULL TIME																			
Development Services Dir	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Planning Manager	6255	6411	6571	6735	6904	7076	7253	7434	7620	7810	8006	8206	8412	8623	8838	9059	9286	9518	9804
Senior Planner	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Planner	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Economic Dev Coordinator	3922	4021	4121	4224	4330	4438	4549	4663	4779	4899	5021	5147	5276	5407	5542	5681	5823	5969	6148
City Engineer	6881	7052	7228	7409	7594	7783	7978	8178	8382	8591	8806	9027	9253	9485	9722	9965	10215	10470	10784
Associate Engineer	5568	5708	5850	5997	6147	6301	6459	6620	6785	6955	7129	7307	7489	7677	7869	8066	8268	8475	8728
Assistant Engineer	4581	4695	4813	4933	5057	5184	5313	5446	5582	5721	5864	6011	6161	6315	6473	6635	6801	6971	7180
Engineering Assistant	3552	3641	3732	3825	3920	4019	4119	4222	4328	4436	4546	4660	4776	4896	5018	5144	5273	5404	5566
Chief Building Official	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Building Inspector	3552	3641	3732	3825	3920	4019	4119	4222	4328	4436	4546	4660	4776	4896	5018	5144	5273	5404	5566
Development Services Tech	3506	3594	3684	3776	3871	3968	4067	4168	4273	4379	4489	4601	4717	4834	4955	5078	5205	5334	5495
Finance Director	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Financial Services Manager	6255	6411	6571	6735	6904	7076	7253	7434	7620	7810	8006	8206	8412	8623	8838	9059	9286	9518	9804
Accountant II	4710	4828	4949	5072	5199	5328	5462	5599	5739	5882	6029	6180	6335	6493	6655	6822	6992	7167	7382
Accountant I	4117	4220	4326	4434	4544	4658	4774	4894	5016	5142	5271	5402	5537	5676	5818	5964	6112	6265	6454
HR Coordinator	3506	3594	3684	3776	3871	3968	4067	4168	4273	4379	4489	4601	4717	4834	4955	5078	5205	5334	5495
Accounting Technician	3059	3136	3214	3294	3376	3460	3547	3636	3727	3820	3915	4014	4114	4217	4322	4431	4541	4655	4795
Account Clerk	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Assistant City Manager	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Administrative Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Senior Administrative Asst	3187	3267	3349	3433	3519	3607	3697	3790	3885	3982	4081	4184	4288	4395	4505	4617	4733	4851	4997
Administrative Asst II	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Administrative Asst I	2329	2387	2447	2508	2571	2636	2701	2769	2838	2909	2982	3057	3134	3212	3292	3375	3459	3546	3652
Public Works Director	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Public Works Manager	4843	4964	5088	5215	5345	5479	5616	5756	5900	6047	6199	6354	6513	6676	6843	7015	7189	7369	7589
Public Works Supervisor	4402	4513	4625	4741	4859	4981	5106	5233	5364	5498	5635	5776	5921	6069	6221	6377	6536	6699	6900
Lead Maintenance Worker	3787	3882	3978	4077	4180	4285	4392	4501	4614	4730	4849	4970	5094	5221	5352	5486	5623	5764	5937
Senior Maintenance Worker	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Maintenance Worker II	3143	3222	3303	3386	3472	3559	3648	3739	3832	3928	4027	4127	4230	4336	4444	4555	4669	4785	4929
Maintenance Worker I	2866	2938	3012	3087	3165	3244	3326	3409	3494	3582	3671	3763	3857	3953	4052	4153	4257	4363	4494
Utilities Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Utilities Supervisor	4581	4695	4813	4933	5057	5184	5313	5446	5582	5721	5864	6011	6161	6315	6473	6635	6801	6971	7180
Chief Wastewater Operator	3976	4076	4179	4284	4392	4502	4614	4730	4848	4969	5094	5221	5351	5485	5622	5763	5906	6054	6236
Senior Wastewater Operator	3787	3882	3978	4077	4180	4285	4392	4501	4614	4730	4849	4970	5094	5221	5352	5486	5623	5764	5937
Wastewater Operator II	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Wastewater Operator I	3293	3375	3459	3546	3635	3726	3819	3914	4012	4113	4216	4321	4430	4540	4654	4770	4890	5012	5162

CITY OF TEHACHAPI
Salary Plan FY 2015/2016

1.3% Cost of Living Increase

AMENDMENT #1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Lead Water Systems Operator	3976	4076	4179	4284	4392	4502	4614	4730	4848	4969	5094	5221	5351	5485	5622	5763	5906	6054	6236
Senior Water Systems Operator	3787	3882	3978	4077	4180	4285	4392	4501	4614	4730	4849	4970	5094	5221	5352	5486	5623	5764	5937
Water Systems Operator II	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Water Systems Operator I	3293	3375	3459	3546	3635	3726	3819	3914	4012	4113	4216	4321	4430	4540	4654	4770	4890	5012	5162
Lead Landscape Maintenance	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Fleet Coordinator	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329
Police Chief	7490	7678	7869	8066	8267	8474	8685	8902	9125	9353	9587	9827	10073	10326	10584	10848	11120	11397	11740
Lieutenant	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Sergeant	4117	4220	4326	4434	4544	4658	4774	4894	5016	5142	5271	5402	5537	5676	5818	5964	6112	6265	6454
Senior Officer	3518	3606	3696	3789	3884	3981	4080	4183	4287	4394	4504	4616	4732	4850	4972	5096	5224	5355	5516
Officer	3301	3383	3469	3556	3645	3736	3829	3925	4024	4124	4227	4333	4441	4552	4666	4782	4902	5024	5175
Code Enforcement Officer	3143	3222	3303	3386	3472	3559	3648	3739	3832	3928	4027	4127	4230	4336	4444	4555	4669	4785	4929
Executive Ass't to the Chief	3187	3267	3349	3433	3519	3607	3697	3790	3885	3982	4081	4184	4288	4395	4505	4617	4733	4851	4997
Police Clerk	2555	2619	2684	2751	2820	2891	2963	3037	3113	3191	3271	3353	3437	3523	3611	3702	3794	3889	4005
Airport Manager	5167	5297	5430	5565	5704	5847	5993	6143	6297	6454	6615	6780	6949	7123	7302	7484	7671	7863	8099
Airport Operations Coordinator	3400	3485	3572	3661	3752	3846	3943	4041	4142	4245	4352	4460	4572	4686	4804	4924	5048	5174	5329

PART-TIME (HOURLY)

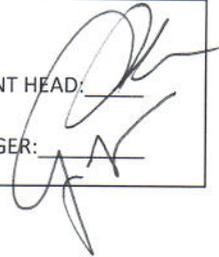
PT Laborer	15.50	15.89	16.29	16.70	17.12	17.55	17.99	18.44	18.90	19.37
PT Office Assistant	14.76	15.32	15.51	15.90	16.30	16.71	17.13	17.56	18.00	18.49

ELECTED / CONTRACT

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

Date to be Adopted:	August 3, 2015	Res. #
Date Effective:	August 11, 2015	



APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

COUNCIL REPORTS

MEETING DATE: AUGUST 3, 2015 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JUNE 30, 2015

SUBJECT: MEADOWBROOK PARK PUMP TRACK PROJECT

BACKGROUND

The Tehachapi Valley Recreation and Parks District (TVRPD) and the Tehachapi Mountain Trails Association (TMTA) have entered into an agreement for the construction of a bicycle "pump track" at Meadowbrook Park. This dirt track, which is designed for use by children and adults, helps users improve BMX and Mountain Bike handling skills. This new recreational amenity will be open to the public, and will be built and maintained by TVRPD and TMTA. To assist with the project, Lehigh Southwest Cement is donating the soil for the project and the City has been asked to partner in the project by using staff and equipment to haul the soil from Lehigh to the Park.

In addition to contributing Staff time and equipment, it is recommended that the City Manager be authorized to contribute up to \$10,000 in park mitigation fees toward the project to assist with items such as the construction of the track, fencing, signage, and other amenities.

FISCAL IMPACT

The City currently has approximately \$95,000 in the Park Mitigation Fee Account. These funds can only be utilized for new recreational amenities in the City or within the Parks District.

RECOMMENDATION

AUTHORIZE THE CITY MANAGER TO CONTRIBUTE UP TO \$10,000 OF PARK FEES TO THE MEADOWBROOK PARK PUMP TRACK PROJECT