

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, September 21, 2015 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, September 21, 2015- 6:00 P.M. - PG. 2**

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 57-15
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 September 8, 2015 and special meeting on September 10, 2015 – APPROVE AND FILE**
- *4. Conflict of Interest Code amendment – ADOPT A RESOLUTION APPROVING AN AMENDED CONFLICT OF INTEREST CODE**

FINANCE DIRECTOR REPORTS

- *5. Disbursements, bills, and claims for September 10, 2015 through September 15, 2015 – AUTHORIZE PAYMENTS**
- *6. City of Tehachapi Treasurer’s Report through August, 2015 – RECEIVE REPORT**

DEVELOPMENT SERVICES DIRECTOR REPORTS

- 7. Certificate of Acceptance for Irrevocable offer of dedication for ingress, egress, and road purposes on Valley Boulevard – ACCEPT THE IRREVOCABLE OFFER OF DEDICATION FOR CONSTRUCTION ON THE VALLEY BOULEVARD BIKEWAY FACILITIES PROJECT PHASE II LOCATED ON VALLEY BOULEVARD BETWEEN MULBERRY STREET AND CURRY STREET, AUTHORIZE THE MAYOR TO SIGN CERTIFICATE OF ACCEPTANCE, AND REQUEST STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE**
- 8. Certificate of Acceptance for Irrevocable offer of dedication for ingress, egress, and road purposes on Dennison Road and a 15’ wide waterline easement dedication – ACCEPT THE IRREVOCABLE OFFER OF DEDICATION FOR CONSTRUCTING THE SNYDER WELL INTERTIE PROJECT LOCATED ON AND THROUGH THE TEHACHAPI UNIFIED SCHOOL DISTRICT JACOBSEN MIDDLE SCHOOL SITE, AUTHORIZE THE MAYOR TO SIGN CERTIFICATE OF ACCEPTANCE, AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE**
- 9. Certificate of Acceptance for Irrevocable offer of dedication for ingress, egress, and road purposes on Tehachapi Boulevard - ACCEPT THE IRREVOCABLE OFFER OF DEDICATION FOR CONSTRUCTION ON THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III LOCATED ON TEHACHAPI BOULEVARD BETWEEN HAYES STREET AND DENNISON ROAD, AUTHORIZE THE MAYOR TO SIGN CERTIFICATE OF ACCEPTANCE, AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE**
- 10. Active Transportation Program to construct new curb, gutter and sidewalk; improve cross walks at intersections and extend bike lanes on various city streets around local schools Program Supplement**

**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, September 21, 2015- 6:00 P.M. - PG. 3**

Agreement and Resolution – ADOPT A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT 022-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. ATPL-5184(026)

11. **Freedom Plaza Project – AWARD THE FREEDOM PLAZA PROJECT TO CAL PRIME, INC. IN THE AMOUNT OF \$498,000.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$24,900.00)**

POLICE CHIEF REPORTS

12. **City of Tehachapi recently hired 5 full-time officers – SWEAR IN NEW OFFICERS**
13. **Emergency abatement at 706 ½ East Tehachapi Boulevard - APPROVE THE EMERGENCY ABATEMENT ACTIONS CONDUCTED BY CODE ENFORCEMENT AT 706 ½ EAST TEHACHAPI BOULEVARD**

CITY ATTORNEY REPORTS

14. **Introduction of an ordinance amending Handbill Regulations and Transient Outdoor Business regulations – INTRODUCTION ONLY**

ASSISTANT CITY MANAGER REPORTS

15. **Water rate study – DIRECT STAFF TO INITIATE THE PROCESS FOR UPDATING THE CITY'S WATER RATES PURSUANT TO STATE LAWS**
16. **Introduction of an ordinance amending the Tehachapi Municipal Code regarding a tobacco retailer's permit – INTRODUCTION ONLY**
17. **Caltrans Grant Funding for SW Diagonal Taxiway Project – ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT**

CITY MANAGER REPORTS

18. **Kern County Fire Department Agreement – APPROVE THE AGREEMENT WITH THE KERN COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION DUTIES AND ENFORCEMENT OF STATE FIRE MARSHAL REGULATIONS, SUBJECT TO MINOR MODIFICATIONS AND FINAL APPROVAL OF THE CITY MANAGER AND CITY ATTORNEY AND AUTHORIZE THE MAYOR TO SIGN**
19. **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))

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
Tuesday, September 8, 2015 – 6:00 P.M.**

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

ACTION TAKEN

CALL TO ORDER

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

ROLL CALL

Roll call by City Clerk Tori Marsh

Present: Mayor Wiggins, Councilmembers Grimes, Smith and Wahlstrom

Absent: Mayor Pro Tem Nixon

INVOCATION

By Burt Roper Pastor Tehachapi United Methodist Church

PLEDGE TO THE FLAG

Led by Council Member Phil Smith

CONSENT AGENDA

Approved consent agenda

Approved Consent Agenda
Gr/Sm Motion Carried
Ab Ni

AUDIENCE ORAL COMMUNICATIONS

1. General public comments regarding matters not listed as an agenda item were received from:
 - a. City Resident Carl Gehricke commented on the safety of City Employees while changing a light bulb on a 12ft ladder.
 - b. Thunder on the Mountain Car Show representative Hal Baumgarten thanked the City for their Support.
 - c. City Resident David Butler wants the City to consider diagonal parking on C Street between Pauley and Curry.

<p>2. Mayor presented a Proclamation for Links for Life</p>	
<p><u>CITY CLERK REPORTS</u></p>	
<p>*3. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.</p>	<p>All Ord. Read By Title Only</p>
<p>*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on August 17, 2015. - APPROVED AND FILED.</p>	<p>Approved & Filed Gr/Sm Motion Carried Ab Ni</p>
<p>*5. Tehachapi Granfondo special event to be held on September 19, 2015 – DEPUTY CITY CLERK ASHLEY WHITMORE GAVE REPORT; APPROVED THE CITY OF TEHACHAPI GRANFONDO SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES</p>	<p>Approved The City Of Tehachapi Granfondo Special Event Application And Associated Street Closures Gr/Wa Motion Carried Ab Ni</p>
<p>*6. Tehachapi Tourism Commission Tourism Showcase special event to be held on October 10 and 11, 2015 – APPROVED THE TEHACHAPI TOURISM COMMISSION’S SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL BY CITY ATTORNEY</p>	<p>Approved The Tehachapi Tourism Commission’s Special Event Application And Associated Street Closures Subject To Approval By City Attorney Gr/Sm Motion Carried Ab Ni</p>
<p><u>FINANCE DIRECTOR REPORTS</u></p>	
<p>*7. Disbursements, bills and claims for August 17, 2015 through September 3, 2015 – AUTHORIZED PAYMENTS</p>	<p>Authorized Payments Gr/Sm Motion Carried Ab Ni</p>
<p><u>COMMUNITY DEVELOPMENT COORDINATOR</u></p>	
<p>*8. Tehachapi Granfondo musical entertainment by Chris Fulton – APPROVED AN AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CHRIS FULTON TO PROVIDE MUSICAL ENTERTAINMENT AT THE GRANFONDO AND AUTHORIZED THE MAYOR TO SIGN</p>	<p>Approved An Agreement Between The City Of Tehachapi And Chris Fulton To Provide Musical Entertainment At The Granfondo And Authorized The Mayor To Sign Gr/Sm Motion Carried Ab Ni</p>
<p>*9. Tehachapi Granfondo musical entertainment by Ely Corpus – APPROVED AN AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND ELY CORPUS TO PROVIDE DJ MUSIC AT THE GRANFONDO AND AUTHORIZED THE MAYOR TO SIGN</p>	<p>Approved An Agreement Between The City Of Tehachapi And Ely Corpus To Provide Dj Music At The Granfondo And Authorized The Mayor To Sign Gr/Sm Motion Carried Ab Ni</p>
<p><u>PUBLIC WORKS DIRECTOR REPORTS</u></p>	
<p>10. Water conservation efforts – VERBAL REPORT</p>	
<p><u>DEVELOPMENT SERVICES DIRECTOR REPORTS</u></p>	
<p>11. 2015 Regional Surface Transportation Program Funding grant application and</p>	<p>Adopted Resolution 55-15</p>

ACTION TAKEN

resolution – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; ADOPTED RESOLUTION 55-15 AUTHORIZING THE FILING OF AN APPLICATION FOR 2015 REGIONAL SURFACE TRANSPORTATION PROGRAM FUNDING AND COMMITTING THE NECESSARY LOCAL MATCH AND STATING THE ASSURANCE TO COMPLETE THE PROJECT**

Authorizing The Filing Of An Application For 2015 Regional Surface Transportation Program Funding And Committing The Necessary Local Match And Stating The Assurance To Complete The Project
 Sm/Wa Motion Carried
 Ab Ni

12. Snyder Well Intertie Project bids – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; AWARDED THE SNYDER WELL INTERTIE PROJECT TO CAL PRIME, INC. IN THE AMOUNT OF \$326,000.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$16,300)**

Awarded The Snyder Well Intertie Project To Cal Prime, Inc. In The Amount Of \$326,000.00 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$16,300)
 Sm/Wa Motion Carried
 Ab Ni

POLICE CHIEF REPORTS

13. Acknowledgement and Release with Southeast Resource Recovery Facility (SERFF) for the destruction of narcotics – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; APPROVED THE ACKNOWLEDGEMENT AND RELEASE WITH SOUTHEAST RESOURCE AND RECOVERY FACILITY AND ADOPTED RESOLUTION 56-15 AUTHORIZING THE CHIEF OF POLICE OR HIS DESIGNEE TO EXECUTE ACKNOWLEDGMENT AND RELEASE WITH SOUTHEAST RESOURCE AND RECOVERY FACILITY**

Approved The Acknowledgement And Release With Southeast Resource And Recovery Facility And Adopted Resolution 56-15 Authorizing The Chief Of Police Or His Designee To Execute Acknowledgment And Release With Southeast Resource And Recovery Facility
 Gr/Wa Motion Carried
 Ab Ni

14. Amendment to the Memorandum of Understanding with the Tehachapi Unified School District adding addition language ensuring a replacement School Resource Officer (SRO) in the event the assigned SRO is not available – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; APPROVED THE AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEHACHAPI/TEHACHAPI POLICE DEPARTMENT AND THE TEHACHAPI UNIFIED SCHOOL DISTRICT AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

Approved The Amended Memorandum Of Understanding Between The City Of Tehachapi/Tehachapi Police Department And The Tehachapi Unified School District And Authorized The Mayor To Sign Subject To Approval By The City Attorney
 Sm/Gr Motion Carried
 Ab Ni

15. Emergency abatement at 202 Bartlett Court – **CODE ENFORCEMENT OFFICER AARON PRICE GAVE REPORT; COMMENTS RECEIVED FROM CRAIG ELKIN LEGAL COUNSEL FOR MILDRED PRICE; GLENN PRICE PRIOR TENANT; MICHELLE EMERSON 210 BARTLETT COURT RESIDENT; VIRGINIA BABB 205 BARTLETT COURT RESIDENT; SHAUNA SANCHEZ BARTLETT COURT RESIDENT; JUSTIN EMERSON 210 BARTLETT COURT RESIDENT; APPROVED EMERGENCY ABATEMENT ACTIONS CONDUCTED BY CODE ENFORCEMENT AT 202 BARTLETT COURT AND APPROVED A LIEN IN THE AMOUNT OF \$7,549.00, COVERING THE COST FOR 2015 ONLY AND WAIVING THE PREVIOUS BALANCE OF \$6,916.00**

Approved Emergency Abatement Actions Conducted By Code Enforcement At 202 Bartlett Court And Approved A Lien In The Amount Of \$7,549.00, Covering The Cost For 2015 Only And Waiving The Previous Balance Of \$6,916.00
 Gr/Wa Motion Carried
 Ab Ni

ASSISTANT CITY ATTORNEY REPORTS

16. Water rate study – DIRECT STAFF TO INITIATE THE PROCESS FOR UPDATING THE CITY'S WATER RATES PURSUANT TO STATE LAW

Tabled

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. No comments received.

CLOSED SESSION

1. Approved the closed session minutes on August 17, 2015.

Approved Closed Session
Minutes of August 17, 2015
Sm/Wa Motion Carried
Ab Ni

ADJOURNMENT

The City Council/Boards adjourned at 7:15pm 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, September 21, 2015, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this 21st day
Of September, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi

MINUTES

**TEHACHAPI CITY COUNCIL SPECIAL MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY SPECIAL MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY SPECIAL MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION SPECIAL MEETING
Thursday, September 10, 2015 – 4:30 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

<u>CALL TO ORDER</u>	
Meeting called to order by Mayor Wiggins at 4:37 pm.	
<u>ROLL CALL</u>	
Roll call by City Clerk Tori Marsh	
Present: Mayor Wiggins, Councilmembers Grimes, Smith and Wahlstrom	
Absent: Mayor Pro-Tem Nixon	
<u>PLEDGE TO THE FLAG</u>	
Led by Council Member Phil Smith	
<u>AUDIENCE ORAL COMMUNICATIONS</u>	
General public comments regarding matters not listed as an agenda item were received from:	
a. No comments received.	
<u>BUSINESS</u>	
1. Southwest Diagonal Taxiway Rehabilitation Project – ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; TEHACHAPI MUNICIPAL AIRPORT TENANTS REGINALD PULLEY, JIM ROBERTS AND KEN HETGE COMMENTED ON THE PROJECT; APPROVED THE GRANT APPLICATION BETWEEN THE CITY OF TEHACHAPI AND THE FEDERAL AVIATION ADMINISTRATION FOR THE SOUTHWEST DIAGONAL TAXIWAY REHABILITATION PROJECT, AND AUTHORIZED THE CITY MANAGER TO SIGN THE AGREEMENT AS THE CITY’S AUTHORIZED REPRESENTATIVE	Approved The Grant Application Between The City Of Tehachapi And The Federal Aviation Administration For The Southwest Diagonal Taxiway Rehabilitation Project, And Authorized The City Manager To Sign The Agreement As The City’s Authorized Representative Sm/Gr Motion Carried Ab Nixon

ADJOURNMENT

The City Council/Boards adjourned at 5:18 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, September 21, 2015, at 6:00 p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this day
Of September 21, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: *AW*
CITY MANAGER: *AW*

MEETING DATE: September 21, 2015 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: SEPTEMBER 16, 2015

SUBJECT: 2015 CONFLICT-OF-INTEREST CODE AMENDMENT

BACKGROUND

Under the Political Reform Act, all public agencies are required to adopt a conflict of interest code. The City of Tehachapi's code was adopted by Resolution No. 27-80 and thereafter amended as needed. A code designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. A designated employee is an officer, employee, member, or consultant of an agency whose position is designated in the code because the position entails the making or participation in the making of governmental decisions that may have a material effect on his or her financial interest. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interests.

RECOMMENDATION

ADOPT A RESOLUTION APPROVING AN AMENDMENT TO THE CONFLICT-OF-INTEREST CODE

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEHACHAPI ADOPTING AN AMENDED CONFLICT OF
INTEREST CODE**

WHEREAS, the City of Tehachapi previously adopted a Conflict Of Interest Code by Resolution No. 21-13; and

WHEREAS, by this Resolution, the City is adopting a new updated Conflict of Interest Code; and

WHEREAS, the foregoing Conflict of Interest Code shall replace all prior Conflict of Interest Codes previously adopted by the City; and

WHEREAS, the City Council desires to designate persons holding positions listed in Exhibit A as bodies that are subject to this code.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TEHACHAPI does hereby find, determine and declare as follows:

1. The Political Reform Act, Government Code Section 81000, et seq., requires local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. Section 18730, which contain the terms of a standard conflict of interest code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearing to conform to amendments in the Political Reform Act. Therefore, the term of 2 Cal. Code of Regs. Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference, and, along with the attached Exhibit A and B, in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code for the City of Tehachapi, which is considered the "agency" within the purview of this code.
2. Designated employees shall file their statements with the City Clerk of the City of Tehachapi. Statements for all designated employees will be retained by the City and will be available for inspection and

reproduction pursuant to Government Code Section 81008.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 21st of September, 2015.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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 September 21, 2015.

TORI MARSH
City Clerk
City of Tehachapi, California

EXHIBIT A

DESIGNATED EMPLOYEES/MEMBERS

POSITIONS	DISCLOSURE CATEGORIES
Development Services Director	1
Senior Planner	1
Assistant City Manager	1
Finance Director	1
Public Works Director	1
Police Chief	1
Chief Building Inspector	1
Building Inspector	3,4
Code Enforcement	3,4
Airport Manager	1
City Clerk	1
City Engineer	1
Administrative Manager	1
Economic Development Coordinator	3,4
Consultants and General Contractors	2,3,4,

*The Mayor, Members of the City Council, Members of the Planning commission, the City Manager, City Attorney, and all other City officials who manage public investments as defined by 2 Cal. Code of Regs. §18701 (b) are not subject to the City's code but are subject to the disclosure requirements of the Political Reform Act Government Code §87200 et. Seq. [2 Cal. Code of Regs. §18730(b)(3)]

**The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

EXHIBIT B

DISCLOSURE CATEGORIES

The following disclosure categories identify the types of investments, business entities, sources of income, or real property, which the Designated Employee/Member must disclose for each disclosure category to which he or she is assigned.

Category 1

Interests in real property located within the City of Tehachapi or within two miles of the boundaries of the City or within two miles of any land owned or used by the City, as well as investments, business positions and sources of income, including gifts, loans and travel payments. (Full Disclosure)

Category 2

All investments, business positions and income, including gifts, loans, and travel payments, from sources that provide leased facilities, goods, equipment, vehicles machinery or services, including training or consulting services, of the type utilized by the City.

Category 3

All investments, business positions and income, including gifts, loans and travel payments, from sources that are subject to the regulatory, permit, or licensing authority of, or have an application for a license or permit pending before the City.

Category 4

All investments, business positions and income, including gifts, loans and travel payments, from sources that are engaged in land development, construction or the acquisition, or sale of real property within the jurisdiction of the City.

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 9/16/2015 - 12:22 PM



Vendor	Invoice No	Line Description	Check Amount
0015	211 Praxair Distribution Inc.		
Check No:	0	Check Date:	
	53496273	PW/Ind Acetylene/Ind High Pressure/Disp-Cust	155.94
		Check Total:	155.94
		Vendor Total:	155.94
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B211416	Wtr/Project-Bacteriological/309 East I, 222 West	50.00
	B211416-1	Wtr/Project-Bacteriological/309 East I, 222 West	36.00
	B211888	Wtr/Project-Dennison & Mojave Wells	30.00
	B211889	Wtr/Project-Curry Resv 1510020 008/Blending :	15.00
	B211985	Swr/Project-Influent/Effluent/Headworks-Clarifi	325.00
	B212193	Wtr/Proj-Bacteriological/802 Mullberry, Curry R	75.00
	B212193-1	Wtr/Proj-Bacteriological/802 Mullberry, Curry R	36.00
	B212401	Wtr/Project-Curry Resv 1510020 008	15.00
	B212402	Wtr/Project-Dennison & Mojave Wells	30.00
		Check Total:	612.00
		Vendor Total:	612.00
0223	Kern County Auditors Office		
Check No:	0	Check Date:	
	08252015	Parking Citation Revenue 07/2015	87.50
	08252015-1	Parking Citation Revenue 06/2015	11.00
	08252015-2	Parking Citation Revenue 05/2015	22.00
		Check Total:	120.50
		Vendor Total:	120.50
0241	Kern Bros. Trucking Inc.		
Check No:	0	Check Date:	
	1079	Wtr/Washed concrete/Environ Fee/Trucking Hrs	698.94
		Check Total:	698.94
		Vendor Total:	698.94
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1409284	PD/Legal Svc/Client #TE020-00001	195.00
	1409285	PD/Legal Svc/Client #TE020-00009	3,559.30
	1409286	PD/Legal Svc/Client #TE020-00012	141.00
	1409287	PD/Legal Svc/Client #TE020-00013	540.50
		Check Total:	4,435.80

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	4,435.80
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	38	GG/Legal Svcs/Pitchess Motions	2,037.00
	51	GG/Legal Svcs/Walmart CEQA Litigation	20,349.00
		Check Total:	22,386.00
		Vendor Total:	22,386.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	500689321	PW/Linen Maint/Mat/Towles	99.10
	500734143	PW/Linen Maint/Mat/Towles/Cover Fender Autr	104.52
	500779288	PW/Linen Maint/Mat/Towles	99.10
	500823839	PW/Cover Fender Auto/Linen Maint/Mat/Towle:	104.52
	500823840	Swr/Lg Dust Mop/Mat Hnycmb 3x4 and 3/10	44.46
	500869076	Swr/Lg Dust Mop/Mat Hnycmb 3x4 and 3/10	44.46
		Check Total:	496.16
		Vendor Total:	496.16
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2585410	Swr/3 yd Bin/Recycling Fee/City Gate/800 Ent \	132.36
	2585885	Swr/Storage Container/800 Enterprise Way	170.00
	2587649	Strts/Rolloff/Scale Over Weight/GateFec/Recycl	2,420.40
		Check Total:	2,722.76
		Vendor Total:	2,722.76
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0286112	PW/Unleaded-Reg Gas/Diesel Fuel/CA Gax Tax	647.56
	0286315	PW/Unleaded-Reg Gas/Diesel Fuel/CA Gax Tax	960.81
	0286538	PW/Unleaded-Reg Gas/Diesel Fuel/CA Gax Tax	867.55
		Check Total:	2,475.92
		Vendor Total:	2,475.92
0426	Tehachapi-Cummings County Water E		
Check No:	0	Check Date:	
	13185400	Wtr/Benz Sanatation/Jul 31-Aug31 2015	251.75
	173380	LLD/Median/Jul 31-Aug 31 2015	22.80
	3028600	Wtr/Henway/Jul 31-Aug31 2015	4.50
	30951600	LLD/Landscaping/Jul 31-Aug 31 2015	660.05
	46755900	Wtr/Chemtool/Jul 31-Aug31 2015	451.42
	50400700	LLD/Warrior Park/Jul 31-Aug 31 2015	1,627.63
	997.789	Wtr/TUSD/Jul 31-Aug31 2015	9,941.65
		Check Total:	12,959.80
		Vendor Total:	12,959.80
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70878113	Wtr/3/8" Fine PG64-10/Environmental Fee-Agg	390.89

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	390.89
		Vendor Total:	390.89
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	138446-1	PD/2" View White Binder	14.15
	138593-0	GG/Laminate	3.23
	138629-0	GG/Correction Tape, Envelopes, Paper, Seal	119.91
	138633.0	GG/Laminate	3.23
	138641-0	GG/Paper, Ink Cart, Labels	74.94
	138644-0	GG/Self Ink Stamp-WWTP	18.23
	138652-0	GG/Binder Clips, LQD Highlighter, Battery	31.68
	138658-0	GG/Ultra Thin Keyboard- T Napier	107.49
		Check Total:	372.86
		Vendor Total:	372.86
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-222191	PW/Alc Wipes/Elastic Strip/Pain-Aid/IBU Tabs/	68.91
	34-222192	WWTP/Alcohol Wipes/Eye Drops/Elastic Strip	17.04
	34-222192-1	WWTP/Alcohol Wipes/Eye Drops/Elastic Strip	17.04
	34-222195	AIR/Antiseptic, Eye Wash-Drops, Pain Aid, Rpl	163.72
	34-222197	Eng/Alcohol Wipe/Elastic Strip/Pain-aid/Ibuprof	55.85
	34-222198	PD/Eye Drops-Wash/Bandages/Pain Aid/ IBuprc	117.87
		Check Total:	440.43
		Vendor Total:	440.43
0509	Safety-Kleen Systems Inc.		
Check No:	0	Check Date:	
	67777356	PW/30G Parts Washer-Solvent	334.84
		Check Total:	334.84
		Vendor Total:	334.84
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	66622	GG/Single Cut Keys	3.85
	66670	Wtr/Single Cut Keys	13.47
		Check Total:	17.32
		Vendor Total:	17.32
0832	ACWA/JPIA		
Check No:	0	Check Date:	
	0369671	Medical, Oct 2015	71,177.90
	0369671-1	Medical Adjust, Oct 2015	-1,197.05
	0369671-2	Dental, Oct 2015	8,028.28
	0369671-3	Dental Adjust, Oct 2015	131.18
	0369671-4	Vision, Oct 2015	1,062.06
	0369671-5	Life, Oct 2015	1,281.62
	0369671-6	Life Adjust, Oct 2015	8.81
		Check Total:	80,492.80

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	80,492.80
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date:	
	110379	Strts/Aug 2015 Brrom Sweeping Service	8,640.00
		Check Total:	8,640.00
		Vendor Total:	8,640.00
1037	Antelope Valley Press		
Check No:	0	Check Date:	
	09102015	GG/Welcome-Kern Banner Page Ad Size 2"x4"	82.00
		Check Total:	82.00
		Vendor Total:	82.00
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4692	Strts/New Population City Limit Signs	239.19
	4696	GG/Envelope 2 Color Window/Envelope 2 Colo.	130.08
		Check Total:	369.27
		Vendor Total:	369.27
1214	Greater Tehachapi Economic Develop		
Check No:	0	Check Date:	
	GEDC Dues	GG/2015 Platinum Business Invest Dues	500.00
		Check Total:	500.00
		Vendor Total:	500.00
1265	California Electric Supply		
Check No:	0	Check Date:	
	332-494105	Swr/Ntron 508FX2 ST/UPS Freight	1,338.51
		Check Total:	1,338.51
		Vendor Total:	1,338.51
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	34640	GF/GranFondo T-Shirts/Screen Printing/Logo	3,354.20
	34641	GF/GranFondo Shirts-Jerzees/Screen Printing/Sc	1,514.01
	34642	GF/GranFondo Short Sleeve Tee/Screen Printing	858.28
	34684	GF/GranFondo Contender Tee/Screen Printing/L	2,439.79
		Check Total:	8,166.28
		Vendor Total:	8,166.28
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2587091	Swr/Admin Fee, Rolloff Rental/800 Enterprise V	202.57
	2587093	PW/Rolloff Svc/Gate Fee/Recycling Fee	380.93
		Check Total:	583.50
		Vendor Total:	583.50
1506	San Joaquin Safety Shoes		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	66489	Landsc/Safety Shoes - J Ingraham	182.74
		Check Total:	182.74
		Vendor Total:	182.74
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	463794	GG/Bi-Monthly Svc/104 S Robinson	79.00
		Check Total:	79.00
		Vendor Total:	79.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12435	GG/City Office	50.00
	12435-1	GG/Market Place	25.00
	12435-10	Land/Railroad Park	505.00
	12435-11	GG/Parking Lot & Wall	28.00
	12435-12	GG/Senior Center	105.00
	12435-13	Depot/Railroad Depot	128.00
	12435-14	GG/Tehachapi Blvd Phase 4	35.00
	12435-15	GG.Robinson Street Parking Lot	25.00
	12435-16	GG/Police Department	35.00
	12435-17	Strts/Voyager Street Trees	10.00
	12435-18	GG/Centennial Plaza	40.00
	12435-19	LLD/Heritage Oaks	860.00
	12435-2	GG/Union Pacific	85.00
	12435-20	LLD/Clear View Estates	321.00
	12435-21	LLD/Autumn Hills	1,235.00
	12435-22	LLD/Alta Homes	7,790.00
	12435-23	LLD/Orchard Glen	3,632.00
	12435-24	LLD/Mill Street Cottages	25.00
	12435-25	LLD/Red Barn	95.00
	12435-3	Strts/Mill Street	425.00
	12435-4	Strts/Capital Hills (South Island)	270.00
	12435-5	Strts/South Curry	227.00
	12435-6	Strts/Street Trees	11.00
	12435-7	Strts/Dennison Street	720.00
	12435-8	Land/Pioneer Park	553.00
	12435-9	GG/Downtown Planters	82.00
	12436	GG/Mar Pl Un Pac	1.39
	12436-1	Strts/Mill Street Island	4.17
	12436-10	LLD/KB Dennison	38.84
	12436-11	Strts/Dennison St	4.17
	12436-12	LLD/Clearview	1.39
	12436-13	Land/Pioneer Park	4.17
	12436-14	GG/Old Town Planter	1.39
	12436-15	LLD/Mill Street Cottages	0.70
	12436-16	GG/Tehachapi Police Station	1.39
	12436-17	Land/Robinson Park	1.39
	12436-18	GG/Taco Samich	1.39
	12436-19	GG/Senior Center	1.39
	12436-2	Strts/Cap Hills	2.78
	12436-20	Depot/Railroad Depot	2.78
	12436-21	GG/Robinson Parking Lot	0.70
	12436-3	LLD/Manzanita Park	4.17
	12436-4	LLD/KB Tract, Highland	1.39

Vendor	Invoice No	Line Description	Check Amount
	12436-5	LLD/Alt Tract Warrior Park	31.95
	12436-6	LLD/Alta Parkway Lawns	2.78
	12436-7	LLD/Alta Planters Highline and Tract	13.90
	12436-8	Strts/South Curry	2.78
	12436-9	LLD/Heritage Oaks	13.90
		Check Total:	17,455.91
		Vendor Total:	17,455.91
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	D879805	Wtr/1 BL09 Meter/New Meter/10 yr warranty/SI	26,926.60
	E365051	Wtr/3/4 x 3 1/2 Braxx Nipple No Lead	69.83
	E376957	Wtr/1x100 CTS PE Tubing 200 psi	88.15
	E379651	Wtr/Adpt, Rplcs Tue Nutxcts Insta-Tite No Lead	104.88
	E389774	Wtr/8 C900 DR18 PVC Pipe	292.83
	E403514	Wtr/1x3 Redi-Clamp Full Circle 1.13 OD	268.11
		Check Total:	27,750.40
		Vendor Total:	27,750.40
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	12692	Strts/Wacker Roller-Ignition Switch, Chk Unit, 1	292.47
		Check Total:	292.47
		Vendor Total:	292.47
2047	Fred C. Gilbert Co.		
Check No:	0	Check Date:	
	610236	Swr/XLIP121 358SI Pump w/4FV	590.18
		Check Total:	590.18
		Vendor Total:	590.18
2066	JWC Environmental		
Check No:	0	Check Date:	
	70883	Swr/5HP TEXP 208-230/460V 1.15SF	2,846.84
		Check Total:	2,846.84
		Vendor Total:	2,846.84
2071	Business Aviation Insurance		
Check No:	0	Check Date:	
	1528	Air/Airport Liability Insurance/Aug1 2015 - Aug	7,350.00
		Check Total:	7,350.00
		Vendor Total:	7,350.00
2111	Swift Napa Auto Parts		
Check No:	0	Check Date:	
	851823	Swr/Hose End, Hose, Labor/Equipment Mainten	47.43
		Check Total:	47.43
		Vendor Total:	47.43
2113	Fuel Controls Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	85019	Air/Octane/Clean Up Fee/Freight/Surcharge/ Tru	18,978.39
		Check Total:	18,978.39
		Vendor Total:	18,978.39
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	223700	GG/Coffee Service	560.70
	SEP4115	GG/Water Cooler Rental/Sep 2015	26.95
		Check Total:	587.65
		Vendor Total:	587.65
2200	Argo Chemical		
Check No:	0	Check Date:	
	1508113	Swr/Calcium Hypo, Granular, Lime, Hydrated/F	1,456.51
	1508171	Wtr/Argo Chlor Sol/CA Mill Assmt/Freight	1,053.85
		Check Total:	2,510.36
		Vendor Total:	2,510.36
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1502501	Ref/Aug 2015 Printing	105.56
	DP1502501-1	Wtr/Aug 2015 Printing	211.13
	DP1502501-2	Swr/Aug 2015 Printing	211.13
	DP1502501-3	Ref/Aug 2015 Postage	221.54
	DP1502501-4	Wtr/Aug 2015 Postage	443.08
	DP1502501-5	Swr/Aug 2015 Postage	443.08
		Check Total:	1,635.52
		Vendor Total:	1,635.52
2580	Tehachapi Warriors Booster Club Inc.		
Check No:	0	Check Date:	
	1023	GG/Sponsorship	450.00
		Check Total:	450.00
		Vendor Total:	450.00
2707	MailFinance		
Check No:	0	Check Date:	
	H5493020	GG/Lease Payment/Jun 28 - Sep 15, 2015	454.50
		Check Total:	454.50
		Vendor Total:	454.50
2735	Donnoe & Associates Inc.		
Check No:	0	Check Date:	
	5649	PD/Police Sgt written exam rental from Sep 8-St	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	351-496802	Strts/Street Lights/30 150 Watt Med Base	945.89
	351-498187	Strts/Street Lights/11 HID Lamps	327.08
		Check Total:	1,272.97
		Vendor Total:	1,272.97
2874	Department of Justice Accounting Offi		
Check No:	0	Check Date:	
	121040	PD/Ref LS08010831/Fingerprints/Index Check/I	253.00
		Check Total:	253.00
		Vendor Total:	253.00
2963	AT&T		
Check No:	0	Check Date:	
	7001803	Air/9391006711/Aug 2-Sep 1 2015/DSL Fax	57.83
	7001804	Wtr/9391006714/Aug 2-Sep 1 2015/Telemetry S	20.34
	7020055	Wtr/9391006710/Aug 6-Sep 5 2015/Scada	109.48
	7020056	GG/9391006712/Aug 6- Sep 5 2015/CH Line 1	438.44
	7020057	WWTP/9391006713/Aug 6-Sep 5 2015/WWTP	120.81
	7020058	Depot/9391006715/Aug 6-Sep 5 2015/Depot	54.74
	7020059	Wtr/9391006716/Aug 6-Sep 5 2015/Lift Station	39.26
	7020060	GG/9391006717/Aug 6- Sep 5 2015/CH Fax	70.94
	7020061	Air/9391006718/Aug 6- Sep 5 2015/Awos	19.48
	7020062	PW/9391006719/Aug 6- Sep 5 2015/Dsl Fax	37.13
	7020063	Air/9391006720/Aug 6- Sep 5 2015/Fuel System	19.48
	7020064	LLD/9391006721/Aug 6-Sep 5 2015/Auto Dial	19.48
		Check Total:	1,007.41
		Vendor Total:	1,007.41
2989	My Fleet Center.com		
Check No:	0	Check Date:	
	24256313	Wtr/Oil Filter-5W30 Pennzoil	64.36
	921134	GG/Ford Escape/Oil Change-Filter/Check-Fill F	44.09
		Check Total:	108.45
		Vendor Total:	108.45
3005	Hdl Coren & Cone		
Check No:	0	Check Date:	
	0021892-IN	GG/2014-15 CAFR Statistical Reports Package	595.00
		Check Total:	595.00
		Vendor Total:	595.00
3199	Slick Fish Marketing Co.		
Check No:	0	Check Date:	
	2163	GF/T News/Mtn Festival for GranFondo	60.00
	2163-1	GF/FTB Withholding of 25% of \$60.00	-15.00
	2184	GG/SeptNewsletter-Talk it up/Update Demograp	138.33
	2184-1	GG/FTB Withholding of 25% of \$138.33	-34.58
		Check Total:	148.75
		Vendor Total:	148.75
3277	CoreLogic Information Solutions, Inc.		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	81586881	CD/Maps/Map Search/Trans History/Geographic	241.67
		Check Total:	241.67
		Vendor Total:	241.67
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	A06017242	Constr/Falltech 8259 Lanyard,3D Harness	343.73
		Check Total:	343.73
		Vendor Total:	343.73
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12001540	Strts/Custom Sign- Load and Loading Only 12x1	98.90
		Check Total:	98.90
		Vendor Total:	98.90
3355	Got Weeds?		
Check No:	0	Check Date:	
	0972	Air/Aug 2015 Maintenance-Tchachapi Airport	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
3566	BlueLine Rental		
Check No:	0	Check Date:	
	24300270001	Strts/Artic Boom Lift/Diesel/Environmental Fee	1,030.15
		Check Total:	1,030.15
		Vendor Total:	1,030.15
3571	Division of the State Architect		
Check No:	0	Check Date:	
	09102015	DSA Jul-Aug 2015/Disability Access and Educat	317.20
		Check Total:	317.20
		Vendor Total:	317.20
3611	AT&T National Compliance Center		
Check No:	0	Check Date:	
	200743	PD/LEA Tracking/Activation Fee/Location Daily	175.00
		Check Total:	175.00
		Vendor Total:	175.00
3746	KGET 17		
Check No:	0	Check Date:	
	2259670	GF/GranFondo Advertisement Aug 2015	590.00
		Check Total:	590.00
		Vendor Total:	590.00
3763	CopWare Inc		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	83069	PD/Renewal-Site License for Sworn Officers/So	615.00
		Check Total:	615.00
		Vendor Total:	615.00
3807	Diamond Technologies		
Check No:	0	Check Date:	
	15123	IT/August Backup/8 Servers on Storage/Offsite]	1,868.96
	15323	IT/Hardware Seagate/Western Digital/Star Tech	231.47
		Check Total:	2,100.43
		Vendor Total:	2,100.43
3838	Michael J. O'Day and Associates		
Check No:	0	Check Date:	
	082515	PD/Pre Emp Background Investigation/W Funde	1,297.99
		Check Total:	1,297.99
		Vendor Total:	1,297.99
3844	Franchise Tax Board		
Check No:	0	Check Date:	
	2163-2	GF/312613192904136373/Invoice 2163/25% of	15.00
	2184-2	GF/312613192904136373/Invoice 2184/25% of	34.58
		Check Total:	49.58
		Vendor Total:	49.58
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447-131172	PW/Duckbill SW	4.40
		Check Total:	4.40
		Vendor Total:	4.40
3854	Mary Valenti PH.D.		
Check No:	0	Check Date:	
	08252015	PD/Psych Screening Exam - W Funderburk	400.00
		Check Total:	400.00
		Vendor Total:	400.00
3914	R.C. Becker & Son, Inc.		
Check No:	0	Check Date:	
	11263	Wtr/Pinon St- Sawcut, Remove Asphalt, Pavc	9,305.80
		Check Total:	9,305.80
		Vendor Total:	9,305.80
3921	Alexis P Aquino		
Check No:	0	Check Date:	
	09092015	GR/Refund 20% discount for GranFondo early r	18.00
		Check Total:	18.00

Vendor	Invoice No	Line Description	Check Amount
			Vendor Total: 18.00
3922	Denise Stanley		
Check No:	0	Check Date:	
	09102015	GF/Partial refund, can't attend GranFondo	30.00
			Check Total: 30.00
			Vendor Total: 30.00
			Report Total: 252,007.34

Accounts Payable

Checks by Date - Detail By Check Date

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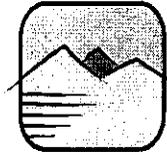


			Check Amount
Check No:	43416	Check Date: 09/10/2015	
Vendor:	3917	AL - Tehachapi Post 221	
09092015		GF/Use of Tehachapi Vet Hall for Gran Fondo	600.00
			<hr/> 600.00
Check No:	43417	Check Date: 09/10/2015	
Vendor:	1822	Ed Grimes	
0643130101102		Council/Costco/ACCAPS Snacks/Aug 2015 Me	35.97
08122015		Council/ACCAPS Meetings/Mileage/Aug 12-13	400.20
08202015		Council/ACCAPS Meals/Aug 2015 Meeting	30.16
			<hr/> 466.33
Check No:	43418	Check Date: 09/10/2015	
Vendor:	0372	Southern California Edison	
08242015		CC/Jul 23-Aug 21 2015/104 S Robinson	116.37
08242015-1		GG/Jul 23-Aug 21 2015/311 East D Street	192.60
08242015-2		LLD/Jul 23-Aug 21 2015/318 East E Street	82.81
08242015-3		Land/Jul 23-Aug 21 2015/114 S Green	151.37
08242015-4		Strts/Jul 23-Aug 21 2015/113 S Mojave Street	145.12
08252015		LLD/Jul 24-Aug 24 2015/329 1/2 D Street	93.24
08252015-1		GG/Jul 24-Aug 24 2015/200 W Tehachapi Blvd	29.32
08252015-2		Strts/Jul 24-Aug 24 2015/213 S Curry Street A	19.94
08262015		PD/Jul 24-Aug 24 2015/220 West C	2,904.47
08272015		GG/Jul 27-Aug 25 2015/111 West I Street	49.49
08272015-1		Strts/Jul 27-Aug 25 2015/209 1/2 E Tehachapi B	25.26
08272015-2		Strts/Jul 27-Aug 25 2015/333 1/2 E Tehachapi B	46.60
08272015-3		Drain/Jul 27-Aug 25 2015/119 Industrial Pkwy	25.98
08272015-4		Wtr/Jul 27-Aug 25 2015/800 Enterprise	9,298.85
08272015-5		GG/Jul 27-Aug 25 2015/109 E Tehachapi Blvd	139.67
08272015-6		Wtr/Jul 27-Aug 25 2015/880 Enterprise	1,829.79
08272015-7		GG/Jul 27-Aug 25 2015/1125 Capital Hills	24.58
08282015		PW/Jul 28-Aug 26 2015/801 Mountain View Av	60.43
08282015-1		Strts/Jul 28-Aug 26 2015/Tehachapi Blvd w/o Gi	16.79
08282015-2		Strts/Jul 28-Aug 26 2015/103 Tehachapi Blvd	79.60
08282015-3		Strts/Jul 28-Aug 26 2015/101 E Tehachapi Blvd,	170.87
08282015-4		Strts/Jul 28-Aug 26 2015/110 S Mill St	126.78
08282015-5		Strts/Jul 28-Aug 26 2015/Curry-D Street	16.79
08282015-6		Wtr/Jul 7-Aug 6 2015/358 East D Streett	3,438.75
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Date Totals:			20,151.80
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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:	43419	Check Date: 09/14/2015	
Vendor:	3674	Secure On-Site Shredding	
09102015		GG/Acct 300421002 Duplicate Invoice #13509	-25.00
2574394		Swr/Acct 300421004 Shred July 2015	35.00
2574395		PD/Acct 300421006 Shred July 2015	35.00
2585262		GG/Acct 300421002 115 S Robinson Aug 2015	35.00
2585263		Swr/Acct 300421004 750 Enterprise Aug 2015	35.00
2585264		PD/Acct 300421006 220 W C Aug 2015	35.00
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Date Totals:			150.00
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Report Total:			150.00
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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:	43426	Check Date: 09/15/2015	
Vendor:	1851	AT&T	
09012015		GG/White Pages/Sep 2015	13.87
			<hr/>
			13.87
Check No:	43427	Check Date: 09/15/2015	
Vendor:	2893	Cardmember Service	
08192015		Strts/Led G50 15 String Light Set	299.55
			<hr/>
			299.55
Check No:	43428	Check Date: 09/15/2015	
Vendor:	3855	Central Valley Occupational Med Grp	
5717-6		Wtr/Exam, Replacement, Drug Screen/T Napier	89.00
5717-6-1		Swr/Exam, Replacement, Drug Screen/T Napier	89.00
			<hr/>
			178.00
Check No:	43429	Check Date: 09/15/2015	
Vendor:	1739	Chevron & Texaco Business Card Services	
45323618		GG/Mgmt Bus Vehicle-Fuel/Aug 6-Sep 5, 2015	659.51
45323618-2		GG/Mgmt Bus Vehicle-Fuel/Aug 6-Sep 5, 2015	41.41
45323618-3		PD/Fleet Vehicle Fuel/Aug 6- Sep 5 2015	3,876.03
			<hr/>
			4,576.95
Check No:	43430	Check Date: 09/15/2015	
Vendor:	3918	Ely Corpus	
09142015		GF/Entertainment, Teh GranFondo Festival	800.00
			<hr/>
			800.00
Check No:	43431	Check Date: 09/15/2015	
Vendor:	3887	Chris Fulton	
09142015		GF/Teh Gran Fondo Entertainment, Pasta Fest	250.00
			<hr/>
			250.00
Check No:	43432	Check Date: 09/15/2015	
Vendor:	3920	Tammy Morales	
09142015		GF/Desserts for Pasta Fest Dinner	150.00
			<hr/>
			150.00
Check No:	43433	Check Date: 09/15/2015	
Vendor:	3919	Perfetto Italian Restaurant	
09142015		GF/Pasta Fest Catering/140 at \$17.00	2,380.00
			<hr/>
			2,380.00
Check No:	43434	Check Date: 09/15/2015	
Vendor:	3656	SamBarn Promotions	
09142015		GF/Teh GranFondo Logistics/Event Announcing	2,500.00

Check No:	43435	Check Date:	09/15/2015	2,500.00
Vendor:	0433	Tehachapi Recycling		
09142015		Ref/Recycling Contract/Period 1		14,828.17
				14,828.17
Check No:	43436	Check Date:	09/15/2015	
Vendor:	0434	Tehachapi Sanitation		
09142015		Ref/Refuse Contract Period 1		69,585.14
09142015-1		Ref/Kern County Gate Fees/Period 1		14,780.08
				84,365.22
Check No:	43437	Check Date:	09/15/2015	
Vendor:	3730	Tractor Supply Credit Plan		
0193152		Strts/Garbage Can 20 Gal		17.20
0252567		Strts/1 1/2 IN Hose Nozzle Polycarbonate		21.49
0253442		Const/Top Link Pin/Hitch CNL Pin		10.19
				48.88
Check No:	43438	Check Date:	09/15/2015	
Vendor:	2940	US Bank Corporate Payment System		
08132015		KK/Holiday Inn Sacramento/9-11 Advisory Hear		123.05
08142015		KK/Mtn Festival/Meals-Hungry Howies		61.25
08142015-1		KK/Mtn Festival/Meals-Hungry Howies		115.27
08152015		KK/Mtn Festival/Meals-Hungry Howies		61.26
0907409		KK/Amazon/Master Lock-Solid Brass Padlock		38.64
091760		KK/Mtn Festival/Meals-Subway		78.00
2273838		KK/Amazon/Aluminum Framed Magnetic Dry E		29.50
2689063		KK/Thermal 12 Cup Programmable Coffeemake		96.55
2689063-1		KK/Amazon/Palm Beach Serving Tray		29.00
7761012		KK/Amazon/Rubbermaid Svc Utility Card, 2 Sh		157.05
7761012-1		KK/Amazon/Single Pkt Wall File- 3 Pkt Multi P		62.96
8266612		KK/Amazon/Canon HD Video Digital Camcorder		299.00
8266612-1		KK/Amazon/Canon HD Camcorder, Mem Card,		598.00
8429803		KK/Amazon/Streamlight LED Light, 120V AC C		105.33
AW07302015		GG/Lunch Meeting/Econ Dev		39.25
AW08092015		GG/Cisco WebEx		24.00
AW08202015		CC/2015 City Clerk New Law & Elections Semi		450.00
AW129624938		IT/Newegg.com/Internal Hard Drive Retail Kit/3		76.49
AW2566		IT/Home Depot/5 Shelf Storage Unit/Tote		47.22
AW2903		GG/City Hall Photos		4.81
AW581171822		GG/Costco/Janitorial Supplies, Soap, Trash Bags		65.83
EG0630		Council/Holiday Inn Sacramento/ACCAPS Aug		194.35
EG241		Council/Lake Natoma Inn,Folsom/ACCAPS Aug		214.28
GG1091-1		GG/Dispatch Appeal Hearing breakfast		16.55
GG1091-2		GG/Dispatch Appeal Hearing breakfast		16.55
GG1091-3		GG/Dispatch Appeal Hearing breakfast		16.55
GG1091-4		GG/Dispatch Appeal Hearing breakfast		16.55
GG11155		GG/ACCAPS dinner		11.60
GG205714		GG/Dispatch Appeal Hearing lunch		26.12
GG22017-1		PD/Dispatch Appeal Hearing breakfast		7.82
GG22017-2		GG/Dispatch Appeal Hearing breakfast		7.82
GG22017-3		GG/Dispatch Appeal Hearing breakfast		7.82
GG22017-4		GG/Dispatch Appeal Hearing breakfast		7.81
GG276024256065		GG/Oil change/filter Explorer		97.79
GG29758		GG/Dispatch Appeal Hearing parking		13.50
GG3394331-1		GG/Dispatch Appeal Hearing lunch		2.44

GG3394331-2	GG/Dispatch Appeal Hearing lunch	2.43
GG3394331-3	GG/Dispatch Appeal Hearing lunch	2.44
GG3394331-4	GG/Dispatch Appeal Hearing lunch	2.43
GG401247	GG/ACCAPS lodging	214.28
GG43419	GG/ACCAPS dinner	10.37
GG66294167	GG/Dispatch Appeal Hearing lodging	212.35
GG66294926	GG/Dispatch Appeal Hearing lodging	194.35
GGAU0AD7289DE3	GG/League of California Cities Conference	550.00
JC2760 24255439	PW/Jiffy Lube Oil Change-Fill Fluids/Ford Exp	47.40
JC2760 24255439	Wtr/Jiffy Lube Oil Change-Fill Fluids/Ford Exp	23.70
JC2760 24255439	Wtr/Jiffy Lube Oil Change-Fill Fluids/Ford Exp	23.69
MV07282015	GF/Discountmugs.com/300 Mugs	511.76
MV08072015	GG/Constant Contact	70.00
MV092367	GG/Dollar Tree/Natl Night Out/Lanterns, Wood	32.25
MV099721	GF/Wristband Resources	477.50
MV10789122	GF/4 Imprint/2 Tone Tote Bags/Set Up Charge/A	5,426.99
MV1398631	GG/Business Catalyst/Site subscription for Gran	38.88
MV1428745	GF/Facebook/Gran Fondo Ads	199.73
MV1428746	GG/ Facebook Ads/Wiener Run, Gran Fondo	96.73
MV3-153620007	GG/SiriusXM Radio	22.77
MV667993250	GG/Adobe-Creative Cloud Indiv ALL MLP DSP	49.99
MV8222	GG/UPS Store/500 Cards	21.49
MV8742	GG/The UPS Store/Talk it up	56.97
MV9002	GG/Holiday Inn-Meeting Room Rental/Jul 23, 2	135.00

11,643.51

Check No: 43439 Check Date: 09/15/2015
 Vendor: 3615 Michelle Vance
 09142015 GF/Change for Teh Gran Fondo Festival

500.00

500.00

Date Totals: 122,534.15

Report Total: 122,534.15

Accounts Payable

Checks by Date - Detail By Check Date

User: afrescas
Printed: 9/16/2015 - 12:16 PM



CITY OF
TEHACHAPI
CALIFORNIA

			Check Amount
Check No:	43440	Check Date: 09/15/2015	
Vendor:	3018	CDW Government Inc.	
TP71761		CH Annex/Startech Active HDMI Cable	63.43
			<hr/>
			63.43
			<hr/>
Date Totals:			63.43
			<hr/>
Report Total:			63.43
			<hr/> <hr/>

**CITY OF TEHACHAPI
TREASURER'S REPORT
FY 2015-16**

MONTH END BANK STATEMENT BALANCE

				3/31/2015	4/30/2015	5/31/2015	6/30/2015	7/31/2015	8/31/2015
BANK ACCOUNTS									
General Checking	Bank of the Sierra	Acct# 21002-06457		753,973.93	623,661.15	425,452.22	426,685.99	1,372,564.55	650,579.37
Water Deposit Trust	Bank of the Sierra	21002-08503		113,555.00	113,925.00	112,195.00	113,275.00	111,885.00	109,870.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193		87,633.41	87,633.41	87,633.41	87,633.41	87,633.41	87,633.41
AD 89-3	Bank of the Sierra	21002-81054		828.82	828.82	828.82	828.82	828.82	828.82
Payroll	Bank of the West	709-031215		98,117.20	97,795.37	97,470.22	95,969.25	96,667.76	96,154.64
AFLAC Flex Spending	Bank of the West	709-039747		15,176.92	14,046.45	12,982.67	12,710.24	13,455.85	14,157.15
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821		68,259.33	91,189.99	18,486.26	51,136.91	78,059.11	98,317.06
Ashtown Water Escrow	Bank of the West	CD 709-000-855969		107,978.09	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09
1994/2004 Refunding Bond	Bank of New York	870513-870517		0.00	50,953.13	0.00	0.00	0.00	0.00
LAIF	State of California	98-15-914		11,074,857.70	7,938,313.75	8,638,313.75	9,038,313.75	8,446,589.49	8,446,589.49
	Total Funds in Banks			12,320,380.40	9,126,325.16	9,501,340.44	9,934,531.46	10,315,662.08	9,612,108.03

INVESTMENTS

CSJVRMA Investment Pool	Chandler Asset Mgt 1113			2,062,701.00	2,062,753.00	2,064,389.00	2,061,202.00	2,064,311.00	2,064,354.00
Loaned to Wtr/Swr to pay-off COP2000				289,622.70	289,622.70	145,889.41	145,889.41	145,889.41	145,889.41
	Total Investments			2,352,323.70	2,352,375.70	2,210,278.41	2,207,091.41	2,210,200.41	2,210,243.41
	TOTAL PORTFOLIO			14,672,704.10	11,478,700.86	11,711,618.85	12,141,622.87	12,525,862.49	11,822,351.44

RDA SUCCESSOR AGENCY FUNDS

RDA 2007	Bank of New York	870951/52/53/54		333,060.99	333,060.99	539,320.99	333,060.99	333,060.99	333,060.99
RDA 2005	Bank of New York	870711-16		292,456.25	292,456.25	471,397.50	292,456.25	292,456.25	292,456.25
Successor Agency RDA	LAIF	98-15-914 (2)			3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05
	Total RDA Successor Agency Funds			625,517.24	3,769,167.29	4,154,368.54	3,769,167.29	3,769,167.29	3,769,167.29



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

COUNCIL REPORTS

MEETING DATE: SEPTEMBER 21, 2015 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: SEPTEMBER 15, 2015

SUBJECT: NOTICE OF ACCEPTANCE FOR IRREVOCABLE OFFER OF DEDICATION FOR INGRESS, EGRESS, AND ROAD PURPOSES ON VALLEY BOULEVARD

BACKGROUND

As the Council is aware, the City will be constructing Valley Boulevard Bikeway Facilities Project Phase II located on Valley Boulevard between Mulberry Street and Curry Street. In order to construct these improvements, the City needs to accept and record an Irrevocable Offer of Dedication. This documents have been executed by the property owner, Ana Rosa Austin. The Council now needs to accept the Irrevocable Offer of Dedication.

RECOMMENDATION

ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE, AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE.

RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:

City of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561

For the benefit of the City of Tehachapi

IRREVOCABLE OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ANA ROSA
AUSTIN, hereinafter called GRANTOR, hereby grants to
the CITY OF TEHACHAPI, a political subdivision of the State of California, an Irrevocable Offer of Dedication of
an easement for ingress, egress and road purposes, over and across the hereinafter described real property in
the City of Tehachapi, County of Kern, State of California: SEE EXHIBIT "A" ATTACHED.

Said easement shall be kept open, clear and free from buildings and structures of any kind.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California
and may be accepted at any time by the City Council of the City of Tehachapi.

This Offer of Dedication shall convey to the City of Tehachapi upon its acceptance a superior right of
easement over any facility or facilities located within or under the aforementioned parcel of land.

This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is
prescribed for the vacation of streets or highways by Part 3 of Division 9 of Streets and Highways Code of the
State of California. Such termination and abandonment may be made by the City Council of the City of
Tehachapi.

This Offer of Dedication shall be irrevocable and shall be binding on the GRANTOR, his heirs, executors,
administrators, successors and assigns.

The term GRANTOR as used herein shall include the plural as well as the singular number and word "he" shall
include the feminine and neuter gender as the case may be.

IN WITNESS HEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 8 day of
September, 2015.

GRANTOR:

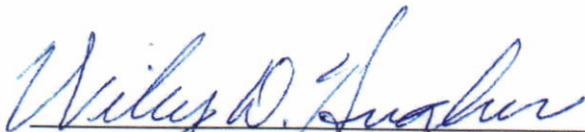
Ana Rosa Justice

Exhibit "A"
Legal Description for a 15 Foot Wide Easement
(Additional Dedication) on the South Side of Cummings Valley Boulevard

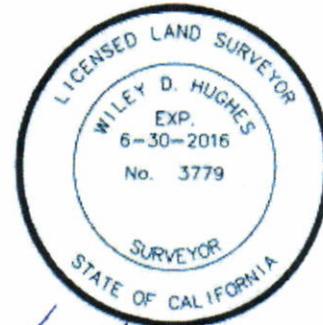
All that portion Lot 19 of Amended Map of the Tehachapi Fruit and Land Co. Subdivision filed December 4, 1911, in Map Book 2, Page 37, lying in the Northeast Quarter of Section 29, T. 32 S., R. 33 E., M.D.M., in the City of Tehachapi, County of Kern, State of California more particularly described as follows:

The North 15.00 feet of the document recorded September 22, 2000, in Document No. 0200118703, of Official Records in the office of the County Recorder of said County.

The South line of existing Valley Boulevard lying 30.00 feet South of as measured at right angles to the North line of said Section 29 was used as the North line of said Lot 19 for the purposes of this description.



Wiley D. Hughes, L.S. 3779 Exp. 6-30-2015

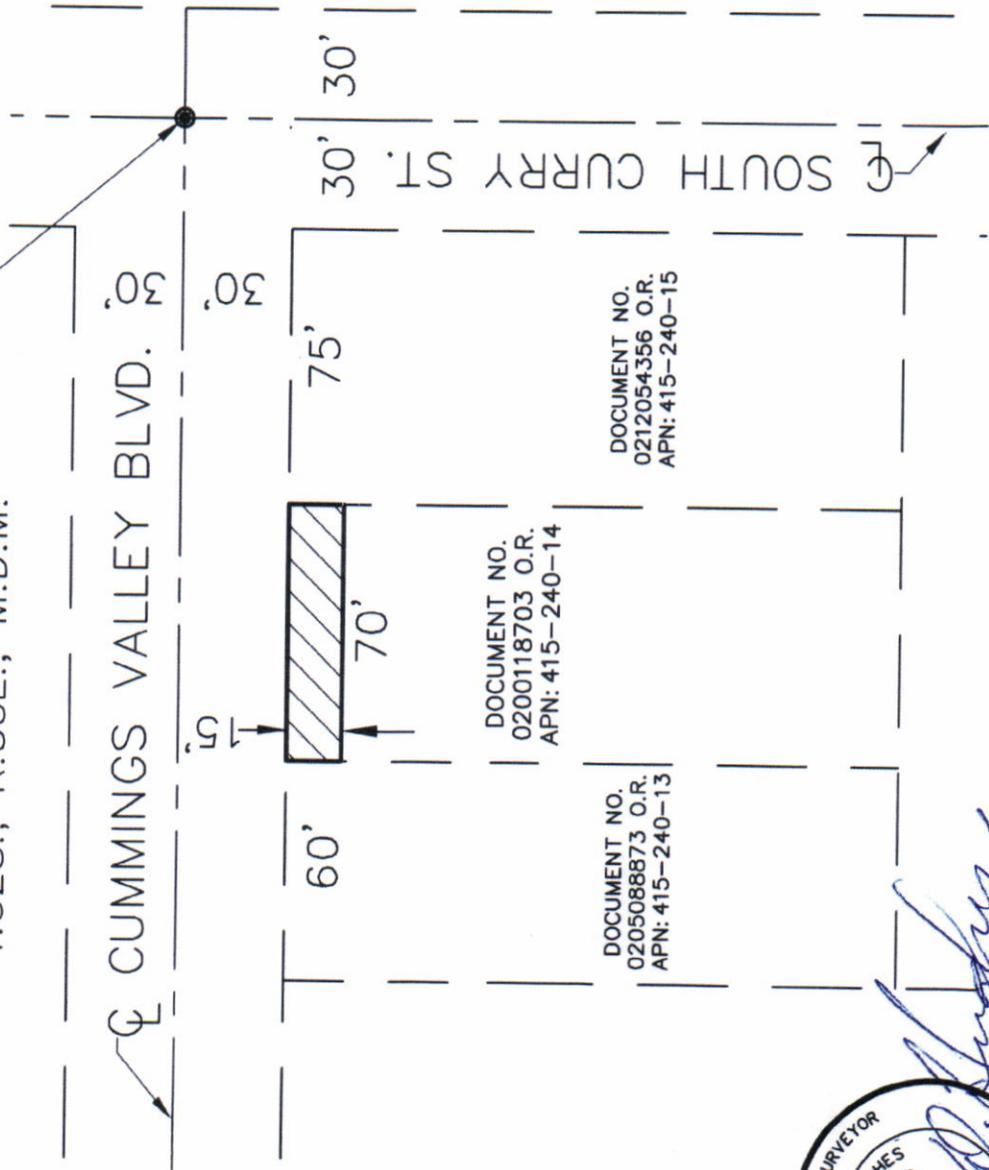


8/27/15
Date

EXHIBIT 'B'

A PORTION OF LOT 19 OF THE AMENDIED
MAP OF THE TEHACHAPI FRUIT AND LAND CO.
SUBDIVISION LYING IN THE NORTHEAST
QUARTER OF SECTION 29, T.32S., R.33E.,
M.D.M. CITY OF TEHACHAPI, COUNTY OF KERN,
STATE OF CALIFORNIA

N.E. CORNER OF SECTION 29
T.32S., R.33E., M.D.M.



Wiley D. Hughes
8/27/15

"A NOTARY PUBLIC OR OTHER OFFICER COMPLETEING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT."

State of California

County of Kern

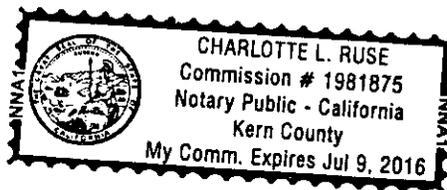
On 9/8, 2015, before me, Charlotte L. Ruse, Notary Public,
personally appeared, ANA ROSA AUSTIN

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

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

WITNESS my hand and official seal.

Charlotte L Ruse
Notary Public





COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: 

MEETING DATE: SEPTEMBER 21, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: SEPTEMBER 15, 2015

SUBJECT: NOTICE OF ACCEPTANCE FOR IRREVOCABLE OFFER OF DEDICATION FOR INGRESS, EGRESS, AND ROAD PURPOSES ON DENNISON ROAD AND A 15' WIDE WATERLINE EASEMENT DEDICATION

BACKGROUND

As the Council is aware, the City will be constructing the Snyder Well Intertie Project located on and through the Tehachapi Unified School District Jacobsen Middle School Site. In order to construct these improvements, the City needs to accept and record an Irrevocable Offer of Dedication and an Easement Dedication. These documents have been executed by the property owner, Tehachapi Unified School District (TUSD). The Council now needs to accept the Irrevocable Offer of Dedication and the Easement Dedication from TUSD.

RECOMMENDATION

ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AND EASEMENT DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE FOR EACH, AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE.

RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:

City of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561

For the benefit of the City of Tehachapi

IRREVOCABLE OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TEHACHAPI UNIFIED SCHOOL DISTRICT, a political subdivision, hereinafter called GRANTOR, hereby grants to the CITY OF TEHACHAPI, a political subdivision of the State of California, an Irrevocable Offer of Dedication of an easement for ingress, egress and road purposes, over and across the hereinafter described real property in the City of Tehachapi, County of Kern, State of California, described in **Exhibit "A"** attached hereto and incorporated herein by reference.

Said easement shall be kept open, clear and free from buildings and structures of any kind.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Council of the City of Tehachapi.

This Offer of Dedication shall convey to the City of Tehachapi upon its acceptance a superior right of easement over any facility or facilities located within or under the aforementioned parcel of land.

This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 of Streets and Highways Code of the State of California. Such termination and abandonment may be made by the City Council of the City of Tehachapi.

This Offer of Dedication shall be irrevocable and shall be binding on the GRANTOR, his heirs, executors, administrators, successors and assigns.

The term GRANTOR as used herein shall include the plural as well as the singular number and word "he" shall include the feminine and neuter gender as the case may be.

IN WITNESS HEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 4th day of August, 2015.

GRANTOR:

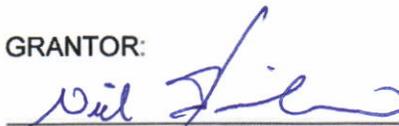
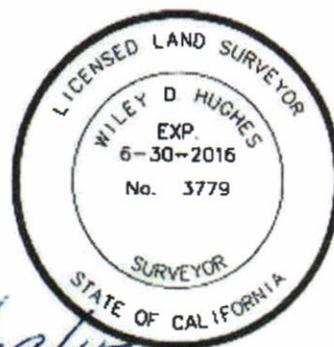

Tehachapi Unified School District

EXHIBIT "A"

**LEGAL DESCRIPTION FOR A 35' WIDE ROAD EASEMENT (ADDITIONAL DEDICATION)
ON THE WEST SIDE OF DENNISON ROAD**

All that portion of the South Half of the Southeast Quarter of Section 21, T.32S., R.33E., M.D.M., in the City of Tehachapi, County of Kern, State of California, more particularly described as follows:

The West 35.00 feet of the East 55.00 feet of said South Half lying North of the centerline of Anita Drive as shown on the Map of Tract No. 3648 recorded March 21, 1975 in Map Book 25, at Page 195 in the Office of the County Recorder of said County.





Wiley D. Hughes, LS 3779, Exp. 6/2016

5/29/15
Date

"A NOTARY PUBLIC OR OTHER OFFICER COMPLETEING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT."

State of California

County of Kern

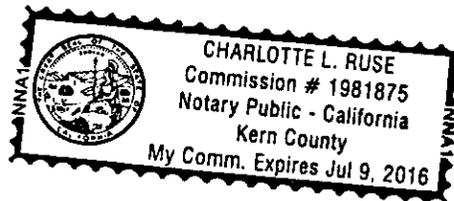
On 8/4, 2015, before me, Charlotte L. Ruse, Notary Public,
personally appeared,

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

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

WITNESS my hand and official seal.

Charlotte L. Ruse
Notary Public



RECORDING REQUESTED BY AND
FOR THE BENEFIT OF AND
WHEN RECORDED MAIL TO:

City Clerk's Office
CITY OF TEHACHAPI
115 South Robinson Street
Tehachapi, CA 93561

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TEHACHAPI UNIFIED SCHOOL DISTRICT, a political subdivision, hereinafter called GRANTOR, hereby dedicates to the CITY OF TEHACHAPI, a political subdivision of the State of California, hereinafter called GRANTEE, an easement and right-of-way to lay, construct, reconstruct, maintain, operate, repair, renew, change the size of and remove water pipelines with appurtenant fittings, structures and other equipment, with the right of ingress to and egress from the same, over, through, under, along and across those certain parcels of land situated in the City of Tehachapi, County of Kern, State of California, and being more particularly described as follows:

See Exhibit "A"

GRANTOR and its successors further dedicates to the GRANTEE the right to trim such trees and other foliage and to cut such roots on said parcels of land as may be necessary for the construction, protection, maintenance, operation, renewal and replacement of such pipe line or lines necessary to carry water over, under, across and through said lands, and the full exercise of the rights hereby dedicated, and covenants that no building or permanent improvements will be placed thereon.

IN WITNESS WHEREOF, GRANTOR has executed this Easement Dedication this 4th day of August, 2015.

GRANTOR:


Tehachapi Unified School District

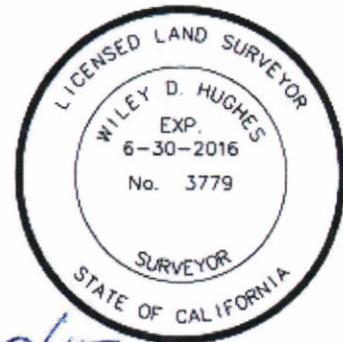
(Attach Notarial Jurat)

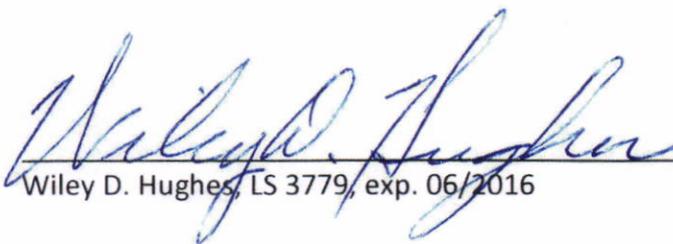
EXHIBIT "A"

LEGAL DESCRIPTION FOR A 15' WIDE WATERLINE EASEMENT OVER
THE TEHACHAPI SCHOOL PROPERTY

All that portion of the Southeast Quarter of Section 21, T.32S., R.33E., M.D.M., in the City of Tehachapi, County of Kern, State of California, for a 15.00 foot wide waterline easement lying 7.50 feet on each side of the following described centerline:

Commencing at the centerline intersection of "D" Street and Snyder Avenue as shown on the Map of Tract No. 1745 recorded August 9, 1954 in Book 8 of Maps at Page 149 in the Office of the County Recorder of said County; thence S89°45'00"E along the North line of the South Half of the said Southeast Quarter a distance of 10.60 feet; thence N00°15'00"E a distance of 28.92 feet to the true point of beginning; thence S89°44'32"E a distance of 30.97 feet; thence S44°46'51"E a distance of 12.61 feet; thence S89°45'00"E a distance of 427.99 feet; thence N45°14'53"E a distance of 131.60 feet; thence S89°44'01"E a distance of 475.50 feet; thence S01°06'36"W a distance of 123.07 feet; thence S89°43'44"E a distance of 870.44 feet to the end point of this description, and said point bears from the centerline intersection of Anita Drive and Dennison Road as shown on the map of Tract No. 3648 recorded March 21, 1975 in Map Book 25 at Page 195 in said recorder's office, N01°07'42"E along the East line of said Southeast Quarter a distance of 678.30 feet and N88°52'18"W a distance of 37.50 feet.




Wiley D. Hughes, LS 3779, exp. 06/2016

5/29/15
Date

EXHIBIT 'B'

15' WIDE WATERLINE EASEMENT OVER
TEHACHAPI SCHOOL PROPERTY

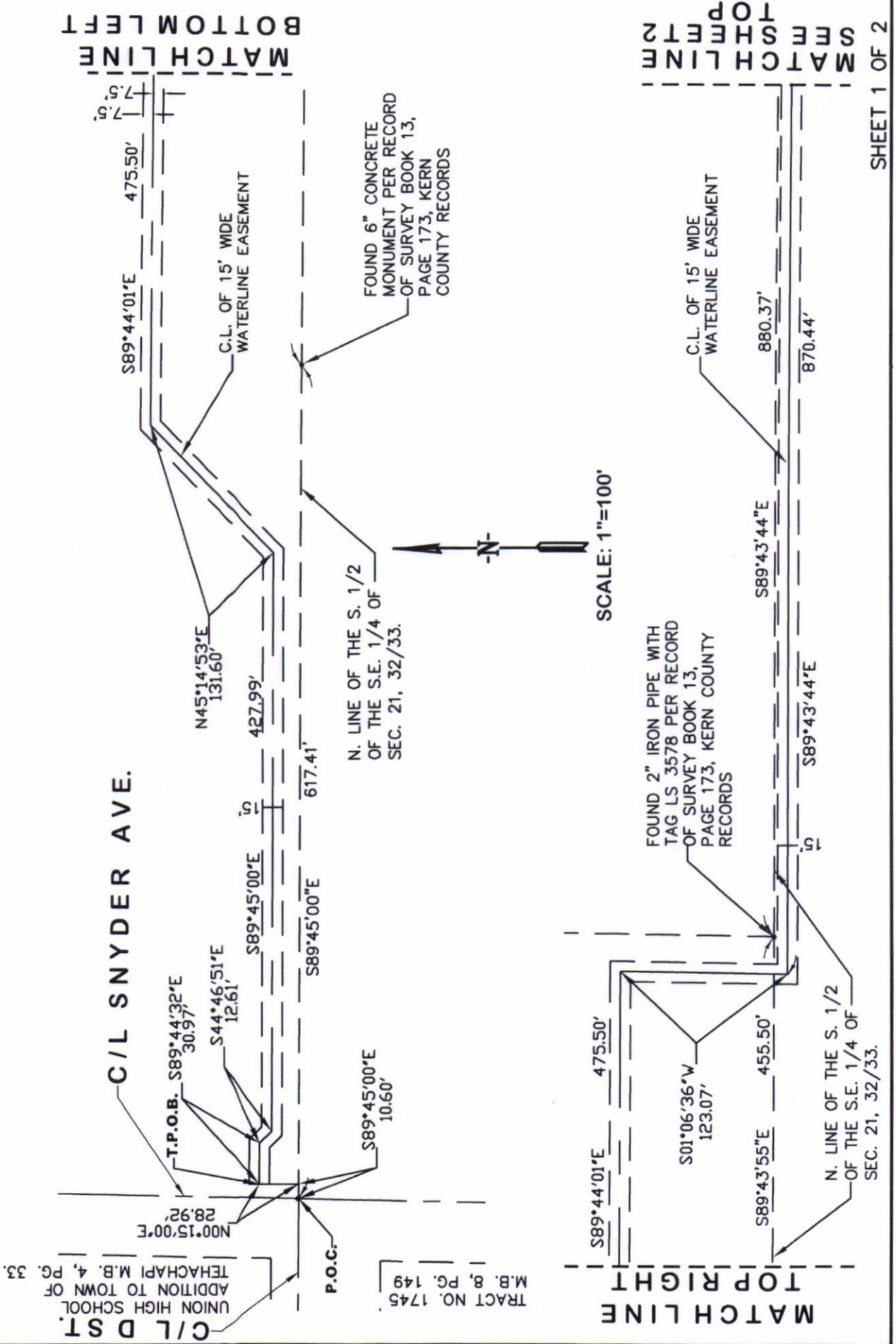
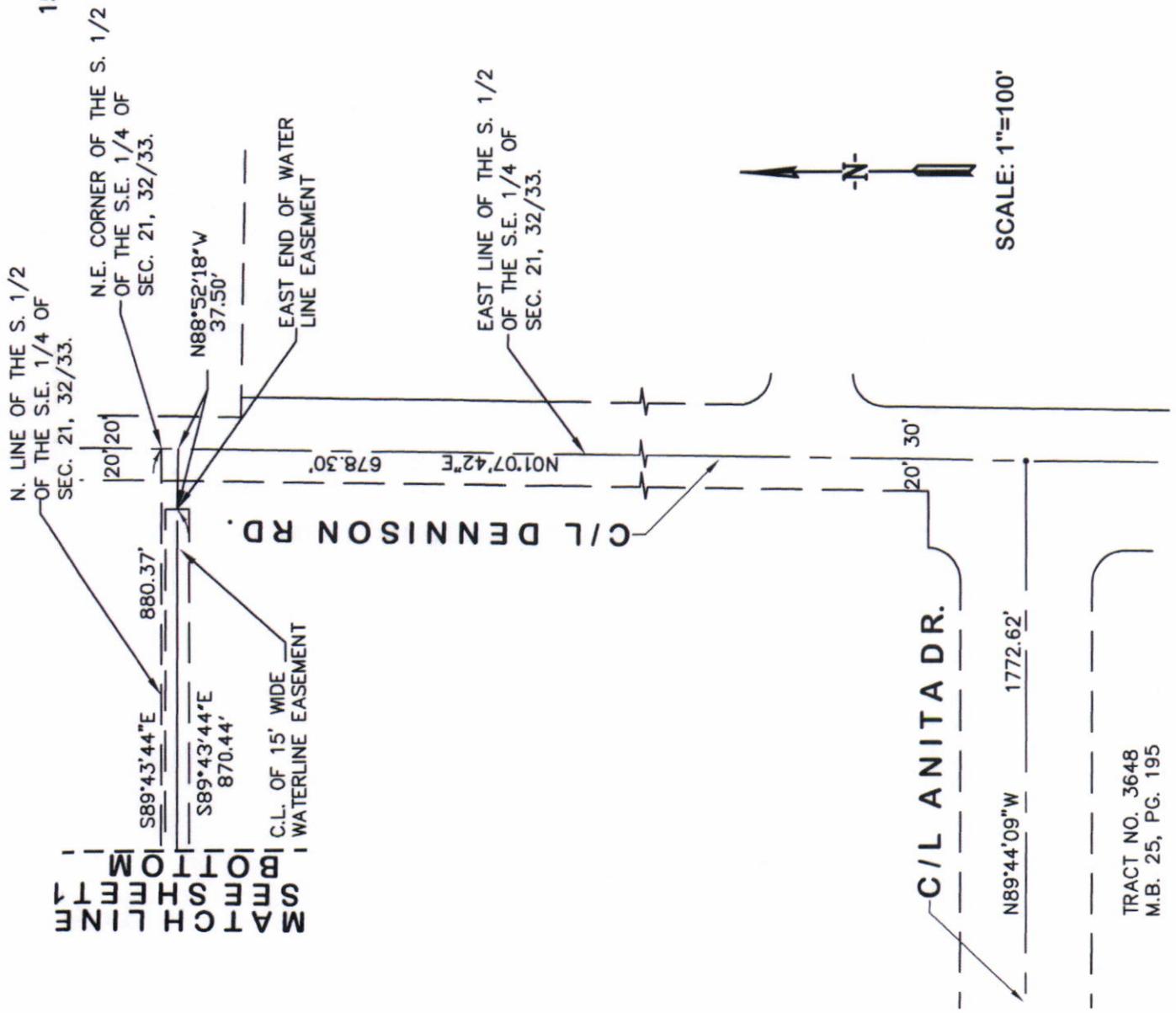


EXHIBIT 'B'

15' WIDE WATERLINE EASEMENT OVER
TEHACHAPI SCHOOL PROPERTY



SCALE: 1"=100'

MAP SHEET
BOTTOM
LINE

TRACT NO. 3648
M.B. 25, PG. 195

"A NOTARY PUBLIC OR OTHER OFFICER COMPLETEING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT."

State of California

County of Kern

On 8/4, 2015, before me, Charlotte L. Ruse, Notary Public,

personally appeared,

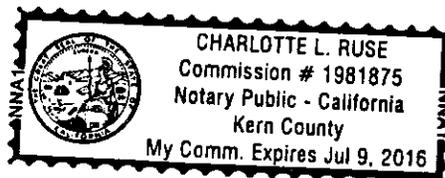
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



Notary Public





COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: *JHS*

CITY MANAGER: *[Signature]*

MEETING DATE: SEPTEMBER 21, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: SEPTEMBER 15, 2015

SUBJECT: NOTICE OF ACCEPTANCE FOR IRREVOCABLE OFFER OF DEDICATION FOR INGRESS, EGRESS, AND ROAD PURPOSES ON TEHACHAPI BOULEVARD

BACKGROUND

As the Council is aware, the City will be constructing Tehachapi Boulevard Improvements Project Phase III located on Tehachapi Boulevard between Hayes Street and Dennison Road. In order to construct these improvements, the City needs to accept and record an Irrevocable Offer of Dedication. This documents have been executed by the property owner, Tehachapi Property Associates, LLC. The Council now needs to accept the Irrevocable Offer of Dedication.

RECOMMENDATION

ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE, AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE.

RECORDED AT THE REQUEST OF AND
WHEN RECORDED RETURN TO:

City of Tehachapi
115 S. Robinson Street
Tehachapi, CA 93561

For the benefit of the City of Tehachapi

IRREVOCABLE OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, TEHACHAPI PROPERTY ASSOCIATES, LLC, hereinafter called GRANTOR, hereby grants to the CITY OF TEHACHAPI, a political subdivision of the State of California, an Irrevocable Offer of Dedication of an easement for ingress, egress and road purposes, over and across the hereinafter described real property in the City of Tehachapi, County of Kern, State of California:

SEE ATTACHED EXHIBIT "A" AND "B"

Said easement shall be kept open, clear and free from buildings and structures of any kind.

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California and may be accepted at any time by the City Council of the City of Tehachapi.

This Offer of Dedication shall convey to the City of Tehachapi upon its acceptance a superior right of easement over any facility or facilities located within or under the aforementioned parcel of land.

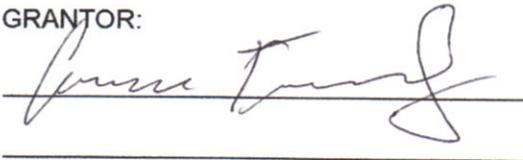
This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 of Streets and Highways Code of the State of California. Such termination and abandonment may be made by the City Council of the City of Tehachapi.

This Offer of Dedication shall be irrevocable and shall be binding on the GRANTOR, his heirs, executors, administrators, successors and assigns.

The term GRANTOR as used herein shall include the plural as well as the singular number and word "he" shall include the feminine and neuter gender as the case may be.

IN WITNESS HEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 9-14 day of 2015.

GRANTOR:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

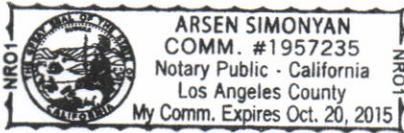
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 9-14-15 before me, Arsen Simonyan, a Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Tehachapi Property Associates, LLC
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

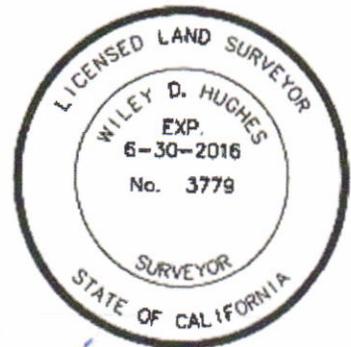
Exhibit "A"

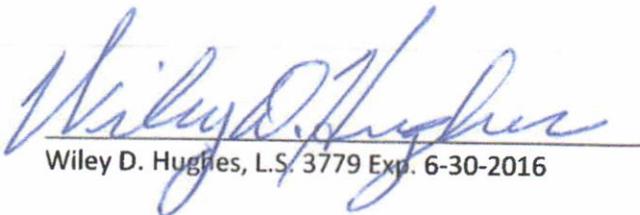
**Legal Description for an 8 foot Wide Irrevocable Offer of Dedication for the
South Side of Tehachapi Boulevard**

That portion of the Southeast Quarter of Section 21, T. 32 S., R. 33 E., M.D.M., in the City of Tehachapi, County of Kern, State of California, more particularly described as follows:

Commencing at the East Quarter corner of said Section 21; thence $S00^{\circ}51'34''W$ along the East line of said Southeast Quarter and the Centerline of Dennison Road a distance of 579.38 feet to a point of intersection with the South line of Tehachapi Boulevard (County Road No. 86) as said County Road existed on May 21, 1937; thence $N80^{\circ}23'06''W$ along the South line of said County Road a distance of 710.77 feet to the Northeast corner of the property Quitclaimed to Tehachapi Property Associates, LLC, a California Limited Liability Company in Document Number 0203147504 of Official Records in the Kern County Recorder's Office, said corner being the True Point Of Beginning; thence $N80^{\circ}23'06''W$ continuing along said South line a distance of 180.00 feet to the Northwest corner of land conveyed to Emit Kirschenmann and Wife by the Document recorded May 21, 1937 in Book 722, Page 331 of Official Records; thence $S00^{\circ}51'34''W$ parallel with said East line a distance of 8.09 feet to a point that lies 8.00 feet South of as measured at right angles to said South line; thence $S80^{\circ}23'06''E$ parallel with said South line a distance of 180.00 feet to a point on the East line of said property Quitclaimed by the above said document; thence $N00^{\circ}51'34''E$ along last said East line a distance of 8.09 feet to the True Point of Beginning.

Containing 1,440 square feet more or less.



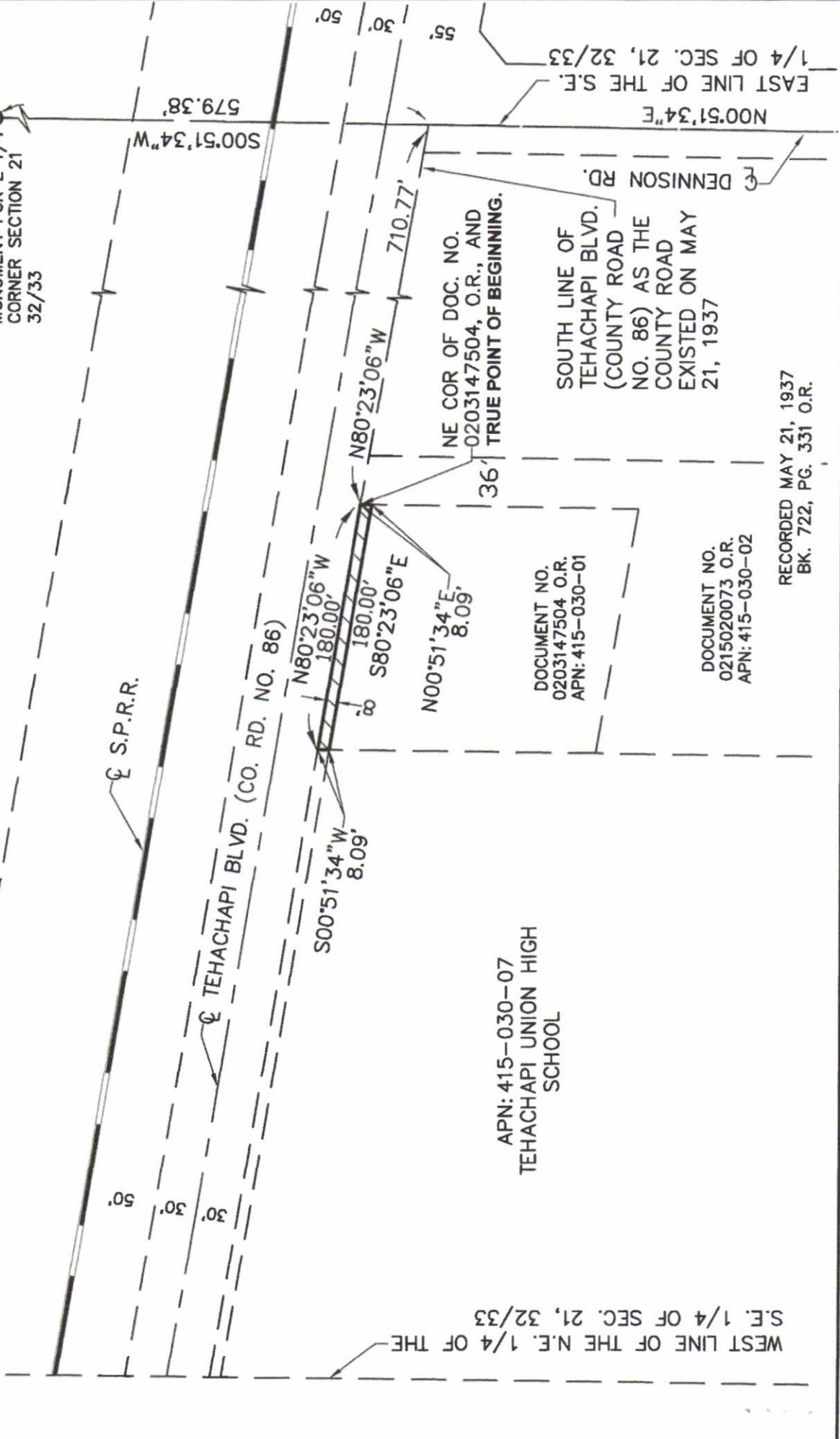
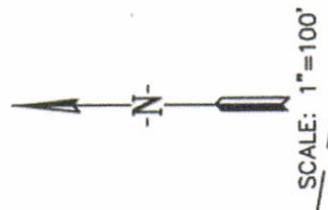

Wiley D. Hughes, L.S. 3779 Exp. 6-30-2016

8/26/15
Date

EXHIBIT 'B'

A PORTION OF THE PARCEL DESCRIBED IN DOC. NO. 0203147504, OF O.R. LYING IN SECTION 21, T.32S., R.33E., M.D.M. CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA

POINT OF COMMENCING FOUND DEPARTMENT OF HIGHWAYS BRASS CAP MONUMENT FOR E 1/4 CORNER SECTION 21 32/33



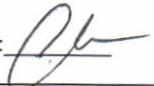
APN: 415-030-07
TEHACHAPI UNION HIGH SCHOOL

DOCUMENT NO.
0203147504 O.R.
APN: 415-030-01

DOCUMENT NO.
0215020073 O.R.
APN: 415-030-02

RECORDED MAY 21, 1937
BK. 722, PG. 331 O.R.



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: SEPTEMBER 21, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: SEPTEMBER 15, 2015

SUBJECT: PROGRAM SUPPLEMENT AGREEMENT & RESOLUTION

BACKGROUND:

As the Council may be aware, the City has been allocated funding and has received an Authorization to Proceed from the California Department of Transportation (Cal Trans) for the Active Transportation Program (ATP) to construct new curb, gutter and sidewalk; improve cross walks at intersections and extend bike lanes on various city streets around local schools. According to the Master Agreement between the City and Cal Trans, the City is obligated to approve and sign a Program Supplement Agreement on a project-by-project basis for certain programs that do not fall under that Master Agreement. This agreement is for the preliminary engineering phase of the project

Attached to this memorandum is Program Supplement Agreement No. 022-N for the SRTS Gap Closure Project as well as a Resolution authorizing the Mayor to execute same. This is a necessary step that must occur in order to receive state reimbursement for any funds expended on the design and construction of this project.

RECOMMENDATION:

ADOPT RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 022-N TO ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 09-5184R, PROJECT NO. ATPL-5184(026).

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING THE MAYOR TO SIGN AND EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. 022-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, PROJECT NO. ATPL-5184 (026)

WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act of 1991 to fund programs which include, but are not limited to, the Regional Surface Transportation Program (RSTP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Activities Program (TEA), and the Highway Bridge Replacement and Rehabilitation Program (HBRR)(collectively "the Programs"); and

WHEREAS, The legislature of the State of California has enacted legislation by which certain Federal funds may be available for use on local transportation facilities of public entities qualified to act a recipients of these federal funds in accordance with the intent of Federal Law; and

WHEREAS, before Federal-aid will be made available for a specific project, the City of Tehachapi (Administering Agency) and the California Department of Transportation (Caltrans) are required to enter into an agreement relative to prosecution of said project and maintenance of the completed facility; and

WHEREAS, the ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, (Master Agreement) has no force or effect with respect to any Program project unless and until a project-specific Program Supplement to this Master Agreement has been executed;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows: that the Mayor of the City of Tehachapi is herewith authorized to sign and execute the PROGRAM SUPPLEMENT AGREEMENT NO. 022-N TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS, AGREEMENT NO. 09-5184R, FOR PROJECT NO. ATPL-5184 (026), between the City of Tehachapi and Caltrans.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 21st day of September, 2015.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

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 September 21, 2015.

Tori Marsh, City Clerk
City of Tehachapi, California

DEPARTMENT OF TRANSPORTATION

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



September 3, 2015

File : 09-KER-0-THPI

ATPL-5184(026)

Curry St. from Valley Blvd. to "C"
St., Valley Blvd. from Clearview St.
to Dennison Rd., Anita Dr. from Clar

Mr Jay Schlosser
City Engineer
City of Tehachapi
117 South Robinson St
Tehachapi, CA 93561

RECEIVED
SEP 08 2015
CITY OF TEHACHAPI

Dear Mr Schlosser:

Enclosed are two originals of the Program Supplement Agreement No. 022-N to Administering Agency-State Agreement No. 09-5184R and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please note that federal funding will be lost if you proceed with future phase(s) of the project prior to getting the "Authorization to Proceed" with that phase.

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

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

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

Sincerely,

A handwritten signature in blue ink that reads 'Patrick Louie'.

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

Enclosure

c: DLA AE Project Files
(09) DLAE - Forest Becke

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

FINANCE LETTER

Date: 09/02/2015
 Agency: 09-KER-0-THPI
 Project No: ATPL-5184(026)
 EA No:

Attention: City of Tehachapi

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	FEDERAL PART. COST	FED. REIMB %	FEDERAL FUNDS M3E2	LOCAL FUNDS	OTHER FUNDS
Agency Preliminary Engineering	Lump Sum	\$70,000.00	\$70,000.00	100.00%	\$70,000.00	\$0.00	\$0.00
Totals:		\$70,000.00	\$70,000.00	0.00%	\$70,000.00	\$0.00	\$0.00

Fed. Partic: 100.00%
 This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 
 Title: HQ Local Assistance Area Engineer
 Printed Name: Patrick Louie
 Telephone No: (916) 653-7349

For questions regarding finance letter, contact:

Remarks: Cycle 1 ATP ID 0581. PPNO 2614. Reimbursement ratio = 100%.

ACCOUNTING INFORMATION						Cooperative Work Agreement	
ADV. PROJ ID	STATE PROG	FED/STATE	ENCUMBRANCE AMOUNT	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT
0915000032	2030720100	F	\$70,000.00	\$0.00	\$70,000.00	06/30/19	

PROGRAM SUPPLEMENT NO. N022
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5184R

Adv Project ID **Date:** August 27, 2015
0915000032 **Location:** 09-KER-0-THPI
 Project Number: ATPL-5184(026)
 E.A. Number:
 Locode: 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Curry St. from Valley Blvd. to "C" St., Valley Blvd. from Clearview St. to Dennison Rd., Anita Dr. from Clark St. to Dennison Rd., Dennison Rd. from Valley Blvd. to Anita Dr.

TYPE OF WORK: Curb, gutter, sidewalk, ADA-compliant curb ramps, crosswalks, and Class II bicycle lanes **LENGTH:** 0.2(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M3E2		LOCAL	OTHER
\$70,000.00	\$70,000.00		\$0.00	\$0.00

CITY OF TEHACHAPI

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA
Department of Transportation

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

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

Accounting Officer Jennie Yee Date 8/28/15 \$70,000.00

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

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

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

SPECIAL COVENANTS OR REMARKS

I. STATE and ADMINISTERING AGENCY agree that any additional funds made available for new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" notification and State Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

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

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

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

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

SPECIAL COVENANTS OR REMARKS

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

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

2. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

PROGRAM SUPPLEMENT NO. N022
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 09-5184R

Adv Project ID **Date:** August 27, 2015
0915000032 **Location:** 09-KER-0-THPI
 Project Number: ATPL-5184(026)
 E.A. Number:
 Locode: 5184

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 03/13/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Curry St. from Valley Blvd. to "C" St., Valley Blvd. from Clearview St. to Dennison Rd., Anita Dr. from Clark St. to Dennison Rd., Dennison Rd. from Valley Blvd. to Anita Dr.

TYPE OF WORK: Curb, gutter, sidewalk, ADA-compliant curb ramps, crosswalks, and Class II bicycle lanes **LENGTH:** 0.2(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M3E2		LOCAL	OTHER
\$70,000.00		\$70,000.00	\$0.00	\$0.00

CITY OF TEHACHAPI

STATE OF CALIFORNIA
Department of Transportation

By _____
Title _____
Date _____
Attest _____

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

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

Accounting Officer Jennie Yee **Date** 8/28/15 \$70,000.00

SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

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

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

SPECIAL COVENANTS OR REMARKS

I. STATE and ADMINISTERING AGENCY agree that any additional funds made available for new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" notification and State Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

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

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

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

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SPECIAL COVENANTS OR REMARKS

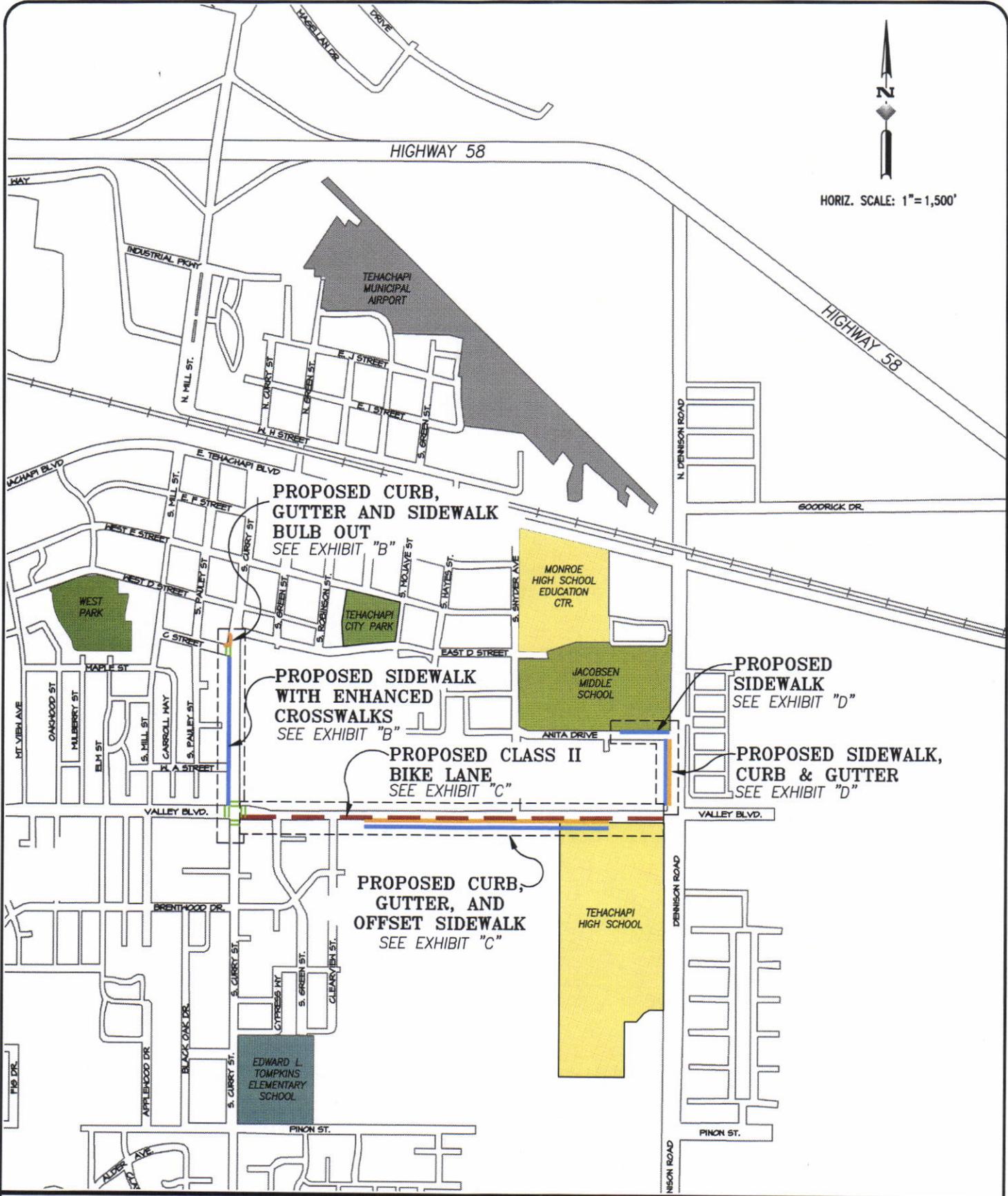
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HORIZ. SCALE: 1"=1,500'



SRTS GAP CLOSURE PROJECT
PROJECT VICINITY MAP
EXHIBIT "A"

- CURB AND GUTTER
- SIDEWALK
- BIKE ROUTE
- ENHANCED CROSSWALK

Quad Knopf
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COUNCIL REPORTS

MEETING DATE: SEPTEMBER 15, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: SEPTEMBER 15, 2015

SUBJECT: FREEDOM PLAZA PROJECT - AWARD

BACKGROUND:

In December 2012 the City Council approved the initial concept design for the Freedom Plaza Project. This project proposes to construct of a public space on a one-half acre lot in downtown located in the southwest corner of Tehachapi Boulevard and Curry Street. The plaza includes decorative colored concrete, brick paving, monuments to honor our military, landscaping, a parking lot, and lighting.

On June 22, 2015 advertising began for the project. Staff opened bids for this project on August 27, 2015. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Cal Prime, Inc	\$498,000.00
JTS Construction	\$556,218.00
MJS Construction	\$648,000.00
Stockbridge General	\$730,730.00
Griffith Company	\$850,058.00

City Staff received a formal protest to the bid results from JTS Construction on August 31, 2015. The protest suggested that a portion of the bid package that was not present in the Cal Prime, Inc. bid was required. The provision in question was included in the bid package at the behest of the Kern County Community Development Department as a condition of the grant funds they were providing for the project. City Staff consulted with the City Attorney and the County Community Development Department (who, in turn, consulted County Counsel) regarding the substance of the bid protest. Both parties agreed with City Staff that the protest was without sufficient merit to deem the Cal Prime, Inc. bid non-responsive.

FISCAL IMPACT:

The City of Tehachapi has allocated several years of Community Development Block Grant (CDBG) funds towards the Freedom Plaza Project totaling \$158,243. The City also allocated an initial sum of \$669,500 from the Redevelopment Agency Successor funds. As such, City Staff believes the project is fully funded at this time.

RECOMMENDATION:

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

AWARD THE FREEDOM PLAZA PROJECT TO CAL PRIME, INC. IN THE AMOUNT OF \$498,000.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$24,900.00).



APPROVED

DEPARTMENT HEAD:

CITY MANAGER:

A handwritten signature in black ink, appearing to be "J. H.", is written over a horizontal line.

COUNCIL REPORTS

MEETING DATE: SEPTEMBER 21, 2015 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: AARON PRICE, CODE ENFORCEMENT OFFICER

DATE: SEPTEMBER 21, 2015

SUBJECT: EMERGENCY ABATEMENT AT 706 ½ EAST TEHACHAPI BLVD

BACKGROUND

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

On August 24, 2015, Code Enforcement was advised by Officer Arebalo, of the Tehachapi Police Department that 706 ½ East Tehachapi Blvd was open and unable to be secured. The subject property is located directly east of the football field at Jacobsen Middle School. An inspection of the property revealed that the residence was badly vandalized with no way to secure the residence to prevent further unauthorized entry. Code Enforcement was unable to make contact with the property owner.

On August 31, 2015, an abatement warrant was served on the property. Through the use of a private contractor the city boarded and secured the structure to prevent further entry or damage. The city's contractor also removed debris from the property including dry brush and tree branches which constituted a fire hazard.

RECOMMENDATION

Staff recommends that the City Council approves emergency abatement actions conducted by Code Enforcement at 706 ½ East Tehachapi Blvd and a lien in the amount of \$3248.00 to cover the cost of the emergency abatement.



08.25.2015 08:26



08.25.2015 08:27



08.25.2015 08:28



08.25.2015 08:29



08.31.2015 16:55



08.31.2015 16:56



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

A handwritten signature in black ink, appearing to be "J. [unclear]", is written over the line for the City Manager.

MEETING DATE: SEPTEMBER 21, 2015 AGENDA SECTION: CITY ATTORNEY

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: TOM SCHROETER, CITY ATTORNEY

DATE: SEPTEMBER 15, 2015

SUBJECT: HANDBILL AND TRANSIENT OUTDOOR BUSINESS REGULATIONS

BACKGROUND

The City's ordinances relating to peddlers and handbill distribution contain provisions either prohibiting them outright or restricting them in a way which is unconstitutional. The City's ordinances were challenged by attorneys for Kirby Company. The challenge was referred to special counsel, Richards Watson and Gershon, who confirmed that provisions in these ordinances made them unconstitutional. The attached amendments allow for peddlers to obtain business licenses but prohibit certain types of solicitation. Both peddlers and handbill distributions are prohibited where a property owner or vehicle owner displays a "No Solicitors" sign or decal.

RECOMMENDATION

INTRODUCE AN ORDINANCE AMENDING CHAPTER 8.12 OF THE TEHACHAPI MUNICIPAL CODE RELATING TO HANDBILL REGULATIONS AND AN ORDINANCE AMENDING CHAPTERS 9.130 AND 11.10 OF THE TEHACHAPI ZONING CODE RELATING TRANSIENT OUTDOOR BUSINESS REGULATIONS

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI AMENDING CHAPTERS 9.130 AND 11.10 OF THE
TEHACHAPI ZONING CODE RELATING TO TRANSIENT
OUTDOOR BUSINESS REGULATION**

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

Section 1. Amendment to Section 9.130.020.

Subsection B of Section 9.130.020 of the Tehachapi Zoning Code is hereby amended in its entirety to read as follows:

“B. No permit shall be issued for any prohibited transient outdoor business.”

Section 2. Amendment to Section 11.10.020.

Subsections P and T of Section 11.10.020 of the Tehachapi Zoning Code are hereby amended by adding the following definitions:

“Prohibited Transient Outdoor Business: Any of the following transient outdoor businesses: (i) motor vehicle sales, except for recreational vehicle sales which are otherwise not prohibited by law; (ii) fireworks sales; and (iii) food and push carts. ‘Prohibited transient outdoor business’ shall not include any farmers market certified by the Kern County Agricultural Commissioner.

Transient Outdoor Business: Any business which is not operated for at least

five days a week for 12 consecutive weeks and which is not operated from a structure constructed on a permanent foundation. 'Transient outdoor business' does not include: (i) a peddler conducting business pursuant to a valid City of Tehachapi permit; (ii) garage sales as otherwise regulated by the Tehachapi Zoning Code or Tehachapi Municipal Code; (iii) occasional sales of non-alcoholic beverages or food stuffs by persons under the age of 18 years adjacent to the residence of the person involved in such sales; (iv) sales of beverages, food stuffs, arts and crafts or other similar products at the annual Tehachapi Mountain Festival and other similar community events sponsored in whole or in part by a local nonprofit organization or governmental entity; or (v) mobile sales from commercial vehicles where such vehicles travel from place to place on public streets during the course of a normal work day and when the sales are made primarily from the public street or by temporary access to a prospective customer's property".

Section 3. **Severability.**

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

Section 4. **Effective Date.**

This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published in the manner authorized by law in the Tehachapi News, a newspaper of

general circulation, published and printed in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi, California on the _____ day of _____, 2015.

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

AYES: Council Members: _____

NOES: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

Mayor of
the City of Tehachapi, California

ATTEST:

City Clerk
of the City of Tehachapi, California

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

City Clerk
of the City of Tehachapi, California

Published: _____

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI AMENDING CHAPTER 8.12 OF THE TEHACHAPI
MUNICIPAL CODE RELATING TO HANDBILL REGULATION**

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

Section 1. Amendment to Section 8.12.010.

Section 8.12.010 of the Tehachapi Municipal Code is hereby amended in its entirety to read as follows:

“8.12.010 – Definitions.

The following words, terms and phrases, when used in this chapter, have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

- A. ‘Handbill’ means and includes any printed or written advertising matter, any sample or device, dodger, circular, leaflet, pamphlet, newspaper, paper, booklet, or any other printed matter or literature.
- B. ‘Person’ means and includes any person, firm, partnership, association, corporation, company or organization of any kind.
- C. ‘Unsolicited handbill’ means and includes any handbill that is delivered to a private property in the absence of a subscription agreement.”

Section 2. **Amendment to Section 8.12.030.**

Section 8.12.030 of the Tehachapi Municipal Code is hereby amended in its entirety to read as follows:

“8.12.030 – Distributing handbills – On private property – Restrictions.

- A. It is unlawful for any person, either directly or indirectly, to distribute, deposit, place, throw, scatter or cast an unsolicited handbill in or upon any yard, grounds, walk, porch, steps, mailbox, vestibule, house, residence, or building of any private property that contains a “no solicitation” or “no solicitors” sign conspicuously posted on or near the front door or entrance to such property.

- B. It is unlawful for any person, either directly or indirectly, to distribute, deposit, place, throw, scatter or cast an unsolicited handbill in or upon any yard, grounds, walk, porch, steps, mailbox, vestibule, house, residence, or building of any private property that contains an unremoved unsolicited handbill of the same publisher.”

Section 3. **Amendment to Section 8.12.040.**

Section 8.12.040 of the Tehachapi Municipal Code is hereby amended in its entirety to read as follows:

“8.12.040 – Placing handbills in vehicles.

- A. It is unlawful for any person, either directly or indirectly, to distribute, deposit, place, throw, scatter or cast an unsolicited handbill in or upon any automobile or other vehicle that contains a “no solicitation” or “no

solicitors” sign conspicuously posted on such automobile or other vehicle.

B. The provisions of this section shall not be deemed to prohibit the handling, transmitting or distributing of any handbill to the owner or other occupant of any automobile or other vehicle.”

Section 4. **Severability.**

Each of the provisions of this Ordinance are severable. If any provision shall be declared to be invalid, the remaining provisions shall not be affected thereby but shall remain in full force and effect.

Section 5. **Effective Date.**

This Ordinance shall take effect thirty (30) days after the date of its adoption and prior to the expiration of fifteen (15) days from the passage thereof shall be published in the manner authorized by law in the Tehachapi News, a newspaper of general circulation, published and printed in the City of Tehachapi.

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi, California on the _____ day of _____, 2015.

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

AYES: Council Members: _____

NOES: Council Members: _____

ABSTAIN: Council Members: _____

ABSENT: Council Members: _____

Mayor of
the City of Tehachapi, California

ATTEST:

City Clerk
of the City of Tehachapi, California

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

City Clerk
of the City of Tehachapi, California

Published: _____



APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____

COUNCIL REPORTS

MEETING DATE: SEPTEMBER 21, 2015 **AGENDA SECTION:** ASST. CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: September 16, 2015

SUBJECT: WATER RATE STUDY

BACKGROUND

As the Council is aware, City staff initiated a review of the City's current water rate structure. The primary purpose for this review was to ensure that important conservation efforts implemented under the drought would not have a severe negative impact on the operational budget of the water department, which is solely supported with water user fees.

To assist us in that effort, the City's contract engineering firm, AECOM, completed a comprehensive review of City water rates with direction and guidance from City management, engineering, and public works staff. In short, the City's existing water rate structure, which has not been updated since it was originally adopted in 1998, does not adequately support operational costs when water usage is low. As such, positive conservation efforts are negatively impacting the Water Fund budget.

To correct this issue, a new rate structure is being proposed, whereby fixed operational costs are captured in the base water rate, rather than relying heavily on the sale of water. Should the Council wish to move forward with the new rate structure, a public process mandated by State law will need to be initiated.

*Please note that this Staff Report is only a brief summary of the issue. The final draft of that report, which includes recommendations for a new rate structure, is attached to this memo.

The proposed water rates, as compared with the previous water rates, are as outlined on the following pages.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

MONTHLY READY-TO-SERVE-CHARGE

ZONE A			
Meter Size	2014-15 Existing Charge	Proposed 2015-16 Charge	Proposed 2016-17 Charge
SFR (1" and smaller)	\$ 20.41	\$ 20.80	\$ 21.50
1 inch (non-SFR)	\$ 20.41	\$ 55.50	\$ 57.40
1 1/2 inch	\$ 20.41	\$ 69.40	\$ 71.70
2 inch	\$ 20.41	\$ 138.70	\$ 143.40
3 inch	\$ 20.41	\$ 208.00	\$ 215.00
4 inch	\$ 20.41	\$ 277.40	\$ 286.70
6 inch	\$ 20.41	\$ 693.40	\$ 716.70

ZONE B			
Meter Size	2014-15 Existing Charge	Proposed 2015-16 Charge	Proposed 2016-17 Charge
SFR (1" and smaller)	\$ 30.34	\$ 22.30	\$ 22.90
1 inch (non-SFR)	\$ 30.34	\$ 59.50	\$ 61.10
1 1/2 inch	\$ 30.34	\$ 74.40	\$ 76.40
2 inch	\$ 30.34	\$ 148.70	\$ 152.70
3 inch	\$ 30.34	\$ 223.00	\$ 229.00
4 inch	\$ 30.34	\$ 297.40	\$ 305.40
6 inch	\$ 30.34	\$ 743.40	\$ 763.40

OUTSIDE CORPORATE LIMITS			
Meter Size	2014-15 Existing Charge	Proposed 2015-16 Charge	Proposed 2016-17 Charge
SFR (1" and smaller)	\$ 39.34	\$ 30.11	\$ 30.92
1 inch (non-SFR)	\$ 39.34	\$ 80.33	\$ 82.49
1 1/2 inch	\$ 39.34	\$ 100.44	\$ 103.14
2 inch	\$ 39.34	\$ 200.75	\$ 206.15
3 inch	\$ 39.34	\$ 301.05	\$ 309.15
4 inch	\$ 39.34	\$ 401.49	\$ 412.29
6 inch	\$ 39.34	\$ 1,003.59	\$ 1,030.59

Notes: 1) Monthly ready-to-serve charge is applied to all services. The quantity of water used above the 4,000 gallon/month initial allotment is an additional charge computed at the quantity rate.

QUANTITY RATES (PER 1000 gallons) for water in excess of initial allotment of 4,000 gallons/month:

	2014-15 Existing Charge	Proposed 2015-16 Charge	Proposed 2016-17 Charge
ZONE A:	\$0.65-\$3.70	\$1.82	\$1.87
ZONE B:	\$0.96-\$5.55	\$2.30	\$2.35
Outside Corporate Limits:	\$1.75-\$6.97	\$3.11	\$3.17

CONSTRUCTION/HYDRANT METER

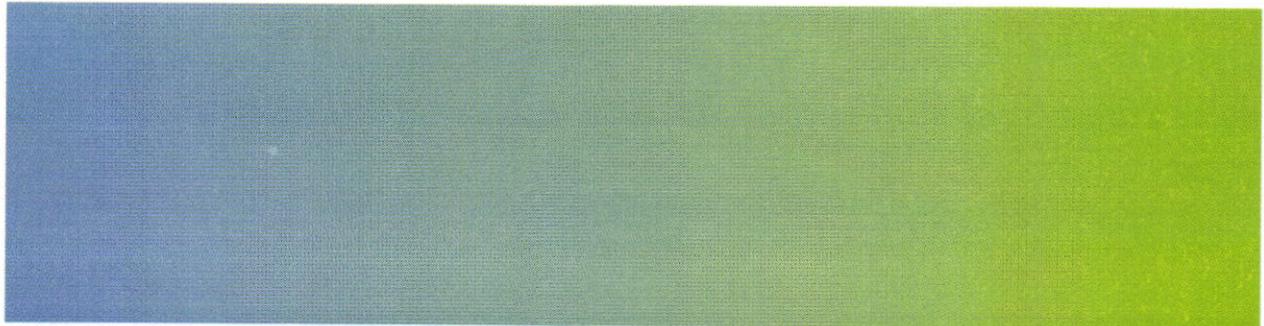
	2014-15 Existing Charge	Proposed 2015-16 Charge	Proposed 2016-17 Charge
Minimum Charge	\$159.28	\$693.40	\$716.70
Quantity Rate	\$3.82	\$3.82	\$3.82

Note: Monthly Ready-To-Serve Charges and Quantity Rates for Years 2017-18, 2018-19, and 2019-20, are proposed to be adjusted for inflations in accordance with changes in the Consumer Price Index. Calculation of the change in CPI is proposed to be based on the changes in values for January for the years immediately prior to each fiscal year.

RECOMMENDATION

DIRECT STAFF TO INITIATE THE PROCESS FOR UPDATING THE CITY'S WATER RATES PURSUANT TO STATE LAWS

City of Tehachapi Water Rate Study Report

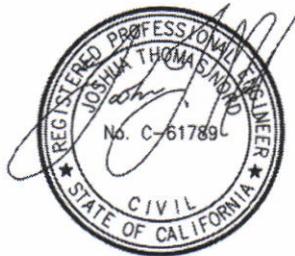


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City of Tehachapi

AECOM



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CITY OF TEHACHAPI
WATER RATE STUDY REPORT

The purpose of this report is to review the existing water service charges for the City of Tehachapi (City) and to propose new rates based upon the anticipated budget expenditures over the next two fiscal years: 2015-16 and 2016-17. Revised water service charges have been recommended based on the City's projected budget expenditures and assumptions relative to future growth and water usage in the City.

Existing Water Service Rates

Existing water service charges for 2014-15 are based on a minimum monthly service charge as well as a quantity rate component which varies by Zone. Zone A represents the areas within the City with groundwater rights as a part of the groundwater adjudication. Zone B includes the newer developments in the City without rights to groundwater for which the City is required to augment its supplies with imported surface water. The monthly service charge includes an initial monthly usage allotment of 4,000 gallons.

Existing Rates (as of June 2015)

Zone A	Quantity Charge
Minimum Monthly Charge = \$20.41	(per 1,000 gal)
Plus	
Over 4,000 gallons up to 10,000	\$0.65
Over 10,000 gallons up to 20,000	\$0.96
Over 20,000 gallons up to 40,000	\$2.05
Over 40,000 gallons up to 60,000	\$2.50
Over 60,000 gallons up to 80,000	\$2.97
Over 80,000 gallons up to 100,000	\$3.40
Over 100,000 gallons	\$3.70

Zone B	Quantity Charge
Minimum Monthly Charge = \$30.34	(per 1,000 gal)
Plus	
Over 4,000 gallons up to 10,000	\$0.96
Over 10,000 gallons up to 20,000	\$1.41
Over 20,000 gallons up to 40,000	\$3.09
Over 40,000 gallons up to 60,000	\$3.71
Over 60,000 gallons up to 80,000	\$4.45
Over 80,000 gallons up to 100,000	\$5.09
Over 100,000 gallons	\$5.55

Outside Corporate Limits Minimum Monthly Charge = \$39.34	Quantity Charge (per 1,000 gal)
Plus	
Over 4,000 gallons up to 10,000	\$1.75
Over 10,000 gallons up to 20,000	\$2.52
Over 20,000 gallons up to 40,000	\$4.25
Over 40,000 gallons up to 60,000	\$4.99
Over 60,000 gallons up to 80,000	\$5.82
Over 80,000 gallons up to 100,000	\$6.47
Over 100,000 gallons	\$6.97

Fire Hydrant Minimum Charge	Quantity Charge (per 1,000 gal)
\$159.28	\$3.82

Existing Water Connections and Usage by Zone

As of December 2014, the City has approximately 3,000 water service connections. A summary of the number of connections and total annual water usage by zone from 2014 City billing records is shown below.

2014 Connections and Annual Water Usage

Zone	Total Connections	Total Annual Water Usage (1000 gallons)	Percent of Total Water Usage
Zone A	1,652	239,993	52%
Zone B	1,285	267,742	48%
Total	2,937	561,735	100%

Water System Expenditures

Each year the City prepares a budget that includes anticipated expenses and revenue associated with the ongoing operation of the City's water system. The current budget includes a projection of future budgets for the following four years. The City's water system budget is prepared in two parts, one covering water production and the other for water distribution. **Table 1A** is a summary of both City budgets for the budget years from 2014-15 through 2016-17 utilizing the City's budget line item numbering system.

The various line items in **Table 1A** have each been categorized as fixed, mixed, or variable expenses. The purpose of assigning the expenses to these categories was to determine whether each item would be funded by way of a base Ready-to-Serve charge (monthly service charge) or by a Quantity charge based on water usage. If an item is noted as fixed then it has been determined by the City that those costs are not generally affected by how much water is delivered by the City. Variable costs (i.e., power, water

purchases, and chemicals) are expenses that are directly related to the quantity of water delivered by the City. Items in the mixed category have been determined to be partially fixed and partially variable based upon the quantity of water delivered by the City. It has been estimated by the City that a reasonable factor for the assignment of the mixed expenses as variable expenses would be 30%.

The portion of the water system expenses to be assigned to Zone A and Zone B are calculated in **Table 1B**. At present, the City obtains its water from the pumping of groundwater from City wells. As a result of the groundwater basin adjudication, the City has a right to pump an annual quantity of 1,850 acre-feet from the groundwater basin. Groundwater pumped in excess of this amount needs to be provided through the purchase and recharge of surface water supplies. The City has an agreement with the Tehachapi-Cummings County Water District to purchase surface water (from the State Water Project) for groundwater recharge. The cost of these water purchases are assigned to Zone B as shown in line items 8010 and 8300 in **Table 1A**. The remaining expenses, both fixed and variable, have been assigned 52% to Zone A and 48% to Zone B based on the percentage of total water deliveries made to each zone.

The Total Water Operating Expenses shown in **Tables 1A and 1B** must be offset by miscellaneous non-operating revenues, ready-to-serve revenues, and quantity rate revenues.

Miscellaneous Non-Operating Water System Revenues

Table 2 summarizes the budgeted miscellaneous non-operating water system revenues from the City's five year budget (2014-15 through 2016-17). These revenues do not include the revenues raised through monthly service charges and quantity rate charges.

The difference between the projected expenses (**Table 1A and 1B**) and the miscellaneous non-operating revenues (**Table 2**) is the amount that must be collected by both the ready-to-serve charges and the quantity rate charges per unit of water delivered.

Meter Equivalent Calculations

Currently, the City has approximately 3,000 metered connections in service. **Table 3** shows the approximate breakdown of meters by size and zone as estimated from data provided by the City. The vast majority of the meters within the City are for single family residential customers. In the past, the typical meter size for single family residential customers in the City was 5/8 x 3/4 inches. Meters for new single family residential customers are now required to be at least one-inch in order to meet fire protection guidelines. Since, absent the residential fire protection regulation changes, the 5/8 x 3/4 inch meter would still be the standard for single family residential meters, it was selected as the basis for calculating meter equivalents for the larger meter sizes. All single family residential water meters one-inch and smaller are therefore included in the SFR (1" and smaller) meter size category

One-inch meters for commercial and other uses as well as larger meter sizes were converted to equivalent standard SFR meters based on the flow capacity of the various meter sizes from Table 5-3 of the American Waterworks Association Manual M6. The flow capacity of the single family residential meters (1" and smaller) was assumed to be the capacity of the typical 5/8 x 3/4 inch meter. The flow capacity of the various meters was used to weight the value of each meter as compared to the standard single family residential meter (1" and smaller) in terms of meter equivalents. The calculation of meter equivalents by zone is shown in **Table 4**. **Table 5** shows the projected increase in meter equivalents based on a growth rate of 1.98%.

Proposed Water Rates and Charges

Table 6 summarizes the ready-to-serve funds that are required based on the fixed operating expenses (**Tables 1A and 1B**) and the miscellaneous non-operating revenue (**Table 2**) and then calculates the required minimum annual and monthly ready-to-serve charge per meter equivalent.

Projected Water System Revenues

In order to determine the appropriate quantity rate it was first necessary to calculate the total water volume that is anticipated to be delivered in each year of the analysis. **Table 7A** summarizes the distributed water volumes for calendar year 2014 by zone. **Table 7B** estimates the quantity of water sales by zone for the next two fiscal years. The annual quantity of water included in the base monthly service charge (an initial allotment of 4,000 gallons per month) was estimated based on City provided meter data for 2014. Projections of future water sales have been calculated assuming a conservation factor of 10% for 2015-16 sales from 2014 usage, due to continued drought conditions and state mandated conservation measures. Future use was further assumed to increase at a rate of 1.98% per year to match the projected increase in population.

The total projected revenue amounts required to be collected by quantity rates for each zone are calculated in **Table 8** by subtracting the total miscellaneous non-operating revenue (from **Table 2**) and the amount to be raised from Ready-to-Serve charges (from **Table 6**) from the total operating expenses (from **Table 1B**).

In **Table 9**, the required quantity rate revenue required is divided by the estimated volume of water to be distributed in order to calculate the quantity rates (i.e., the rate per unit [1000 gallons] of water delivered in excess of the 4,000 gallons per month initial allotment).

Recommendations

It is recommended that the City adopt the proposed water rates as summarized in **Table 10**. The proposed rates increase the monthly ready-to-serve charges and the quantity rates for fiscal years 2015-16 and 2016-17 in order to provide the required revenues to meet estimated budget expenses for those years. Ready-to-serve charges and quantity rates for fiscal years 2017-18, 2018-19, and 2019-20 are proposed to be adjusted for inflation in accordance with changes in the Consumer Price Index (CPI) for those years. Calculation of the change in CPI is proposed to be based on the changes in values for January for the years immediately prior to each fiscal year.

**TABLE 1A
SUMMARY OF PROJECTED OPERATION AND ADMINISTRATIVE COSTS
CITY OF TEHACHAPI WATER SYSTEM**

	Category	2014-15 Budget	2015-16 Estimated	2016-17 Estimated	
5000	Personnel Expense				
5005	Full Time Salaries	Mixed	\$604,759.00	\$634,132.00	\$662,715.00
5010	Part Time Salaries	Mixed	\$8,911.00	\$6,641.00	\$6,773.00
5015	Overtime	Mixed	\$23,000.00	\$23,000.00	\$23,000.00
2020	Physical Exam	Mixed	\$352.00	\$352.00	\$352.00
5100	FICA Taxes	Mixed	\$47,393.00	\$49,087.00	\$50,758.00
5110	Medical Insurance	Mixed	\$188,459.00	\$201,654.00	\$218,508.00
5120	Workers Comp.	Mixed	\$43,084.00	\$45,180.00	\$47,247.00
5130	SUI Taxes	Mixed	\$2,736.00	\$2,649.00	\$2,649.00
5140	Employers Paid PERS	Mixed	\$82,942.00	\$87,379.00	\$98,934.00
5150	Life Insurance	Mixed	\$3,340.00	\$3,612.00	\$3,993.00
5170	Uniform	Mixed	\$1,850.00	\$1,850.00	\$1,850.00
5180	Hepatitis Program	Mixed	\$120.00	\$120.00	\$120.00
6000	Operating Expense				
6005	Small Tool (Portable)	Mixed	\$4,000.00	\$4,000.00	\$4,000.00
6030	Computer Supplies	Mixed	\$1,500.00	\$1,500.00	\$1,500.00
6100	Postage	Fixed	\$5,100.00	\$5,100.00	\$5,100.00
6150	Meals & Lodging	Fixed	\$1,100.00	\$1,100.00	\$1,100.00
6200	Education/Training	Fixed	\$4,000.00	\$4,000.00	\$4,000.00
6220	Mileage Reim.	Fixed	\$1,000.00	\$1,000.00	\$1,000.00
6250	Bad Debt Exp	Mixed	\$4,000.00	\$4,000.00	\$4,000.00
6300	Dues & Publications	Fixed	\$2,500.00	\$2,500.00	\$2,500.00
6315	CCI-Work Crew	Fixed	\$2,000.00	\$2,000.00	\$2,000.00
6700	Advertising	Mixed	\$200.00	\$200.00	\$200.00
6710	Printing	Fixed	\$700.00	\$700.00	\$700.00
6730	Contract Services	Mixed	\$15,500.00	\$15,500.00	\$15,500.00
6741	Legal Serv-ext Ord	Mixed	\$2,000.00	\$2,000.00	\$2,000.00
6760	Engineering	Mixed	\$16,500.00	\$16,500.00	\$16,500.00
6780	Laboratory Fees	Mixed	\$20,000.00	\$20,000.00	\$20,000.00
6800	Insurance & Bonds	Mixed	\$7,500.00	\$7,500.00	\$7,500.00
7000	Operating Expense				
7100	Repair & Maint.	Fixed	\$20,000.00	\$20,000.00	\$20,000.00
7105	Janitorial Supply	Fixed	\$2,000.00	\$2,000.00	\$2,000.00
7106	Safety Supplies	Fixed	\$6,000.00	\$6,000.00	\$6,000.00
7110	Vehicle Maint.	Mixed	\$11,000.00	\$11,000.00	\$11,000.00
7120	Equipment Maint.	Mixed	\$14,500.00	\$14,500.00	\$14,500.00
7125	Computer Maint.	Mixed	\$500.00	\$500.00	\$500.00
7130	Rep/Maint. Water Lns	Fixed	\$60,000.00	\$60,000.00	\$60,000.00
7140	Maint - Meters	Fixed	\$3,000.00	\$3,000.00	\$3,000.00
7150	Repairs - Street	Mixed	\$35,000.00	\$35,000.00	\$35,000.00
7200	Equip. Rental	Mixed	\$2,500.00	\$2,500.00	\$2,500.00
7220	Facility Lease Exp	Mixed	\$3,245.00	\$3,245.00	\$3,245.00
7300	Utilities	Variable	\$248,386.00	\$260,555.00	\$273,333.00
7320	Telephone	Fixed	\$4,500.00	\$4,500.00	\$4,500.00
7400	Gas and oil	Fixed	\$11,300.00	\$11,300.00	\$11,300.00
7430	Chemicals	Variable	\$20,500.00	\$20,500.00	\$20,500.00
7450	Misc. Fees/Permits	Mixed	\$13,000.00	\$13,000.00	\$13,000.00
7999	Allocated Cost	Fixed	\$125,123.00	\$74,509.00	\$87,333.00
8000	Capital Outlay				
8005	Meter Purchases	Mixed	\$30,000.00	\$30,000.00	\$30,000.00
8010	Purch Wtr TCCWD (Zone B only) ³	Variable	\$100,000.00	\$101,980.00	\$104,000.00
8210	Structure Improvement	Mixed	\$115,000.00	\$40,000.00	\$40,000.00
8220	Improvement-Misc	Mixed	\$550,000.00	\$150,000.00	\$150,000.00
8240	Comp. HW/SW	Mixed	\$6,000.00	\$6,000.00	\$6,000.00
8250	Machine & Equip	Mixed	\$77,400.00	\$65,000.00	\$75,000.00
8300	Water rights/Purchase (Zone B Only)	Fixed	\$25,000.00	\$20,000.00	\$20,000.00
	Total Fixed Operating Expenses		\$1,628,727	\$1,266,030	\$1,328,724
	Total Variable Operating Expenses		\$949,773	\$832,315	\$868,486
	Total Operating Expenses		\$2,578,500	\$2,098,345	\$2,197,210

Notes:

- Budget items have been identified as either fixed, mixed, or variable. These terms indicate whether the revenue to cover the item will be from Ready-to-Serve charges (fixed items and fixed portion of mixed items) or by Quantity Rate charges (variable and variable portion of mixed items).
- It is estimated that a portion of the mixed expenses equaling 30% varies with the amount of water distributed by the City.
- Cost of purchased water assumed to increase by 1.98% annually.

**TABLE 1B
TOTAL ADMINISTRATIVE AND OPERATIONAL WATER SYSTEM COST PER ZONE**

Category	2014-15 Budget	2015-16 Estimated	2016-17 Estimated
Zone A <u>Fixed</u> Operating Budget	\$833,938	\$647,935	\$680,536
Zone A <u>Variable</u> Operating Budget	\$441,882	\$379,774	\$397,533
Total Zone A Operating Budget	\$1,275,820	\$1,027,710	\$1,078,069
Zone B <u>Fixed</u> Operating Budget	\$794,789	\$618,094	\$648,187
Zone B <u>Variable</u> Operating Budget	\$507,891	\$452,541	\$470,953
Total Zone B Operating Budget	\$1,302,680	\$1,070,635	\$1,119,141
Total Operating Expenses	\$2,578,500	\$2,098,345	\$2,197,210

Notes:

- 1) Cost sharing breakdown 52% of total fixed costs assessed to Zone A
52% of total variable costs assessed to Zone A

**TABLE 2
SUMMARY OF PROJECTED WATER SYSTEM NON-OPERATING REVENUES**

	Applicable Zone	2014-15 Budget	2015-16 Estimated ²	2016-17 Estimated ²
Water Revenue				
4181	City Staff Reimbursement	Both	\$0	\$0
4185	State Grant/KC Air Pollution	Both	\$555,000	\$0
4330	Misc. Revenue	Zone A	\$22,000	\$22,000
4331	Insurance Claim	Both	\$0	\$0
4336	Bad Debts Recovery	Both	\$800	\$800
4460	Ashtown Water Loan Repayment	Zone A	\$10,560	\$10,560
4480	Water Meter Installation	Zone B	\$3,850	\$4,000
4490	Other Penalties / NSF Checks	Both	\$50,000	\$40,000
4600	Interest Income	Both	\$0	\$0
4650	2004 Fwd Refunding Deferred Revenue	Both	\$0	\$0
4990	Operating Transfers In	Both	\$0	\$0
TOTAL¹			\$642,210	\$77,360

Projected Revenue Breakdown by Zone³

Zone A	\$53,776	\$53,776
Zone B	\$23,584	\$23,584

Total Expenses Less Total Revenues²:

	\$1,936,290	\$2,020,985	\$2,119,850
Zone A		\$973,934	\$1,024,293
Zone B		\$1,047,051	\$1,095,557

Notes:

- 1) Projected Revenues as shown excludes revenue to be collected through ready-to-serve and quantity charges.
2) Estimated budget expenses for future years per City of Tehachapi.
3) Revenue sharing breakdown - Percentage of shared revenue applied to Zone A = 52%
4) Total amount to be collected through ready-to-serve and quantity charges.

**TABLE 3
WATER METERS BY SIZE**

Total		Zone A²		Zone B²	
Meter Size (inches)	Total¹	Meter Size (inches)	Total	Meter Size (inches)	Total
SFR (1" and smaller)	2367	SFR (1" and smaller)	1418	SFR (1" and smaller)	949
1.00 (non-SFR)	430	1.00 (non-SFR)	177	1.00 (non-SFR)	253
1.50	23	1.50	10	1.50	13
2.00	105	2.00	40	2.00	65
3.00	0	3.00	0	3.00	0
4.00	8	4.00	4	4.00	4
6.00	4	6.00	3	6.00	1
8.00	0	8.00	0	8.00	0
12.00	0	12.00	0	12.00	0
Total	2937	Total	1652	Total	1285

Notes:

1) Approximate meter breakdown per City of Tehachapi information for 2014-15.

2) Meter sizes by zone are estimated.

**TABLE 4
CALCULATION OF METER EQUIVALENTS 2014-15**

TOTAL

Meter Size (Inches)	Number of Meters by Size	Meter Flow Capacity ¹ (gpm)	Standard Meter Equivalent ²	Number of Equivalent Meters ³
SFR (1" and smaller)	2367	15	1.0	2367
1.00 (non-SFR)	430	40	2.7	1147
1.50	23	50	3.3	77
2.00	105	100	6.7	700
3.00	0	150	10.0	0
4.00	8	200	13.3	107
6.00	4	500	33.3	133
Totals:	2937			4530

ZONE A

Meter Size (Inches)	Number of Meters by Size	Meter Flow Capacity ¹ (gpm)	Standard Meter Equivalent ²	Number of Equivalent Meters ³
SFR (1" and smaller)	1418	15	1.0	1418
1.00 (non-SFR)	177	40	2.7	472
1.50	10	50	3.3	33
2.00	40	100	6.7	267
3.00	0	150	10.0	0
4.00	4	200	13.3	53
6.00	3	500	33.3	100
Totals:	1652			2343

ZONE B

Meter Size (Inches)	Number of Meters by Size	Meter Flow Capacity ¹ (gpm)	Standard Meter Equivalent ²	Number of Equivalent Meters ³
SFR (1" and smaller)	949	15	1.0	949
1.00 (non-SFR)	253	40	2.7	675
1.50	13	50	3.3	43
2.00	65	100	6.7	433
3.00	0	150	10.0	0
4.00	4	200	13.3	53
6.00	1	500	33.3	33
Totals:	1285			2187

Notes:

- 1) Meter flow capacities taken from AWWA M6, Table 5-3. The flow capacity of a 5/8 x 3/4" meter is used for the basis for single family residential meters (1" and smaller).
- 2) Meter equivalents calculated as ratio of meter flow capacity to meter flow capacity of 5/8 x 3/4 inch meter.
- 3) Number of equivalent meters is the number of meters per size times the meter equivalent.

**TABLE 5
METER EQUIVALENTS GROWTH PROJECTIONS TOTAL**

Number of Equivalent Meters	Zone A	Zone B	Total
2015-16	2,390	2,231	4,621
2016-17	2,438	2,275	4,713

Notes:

Meter equivalents assumed to grow by **1.98%** per year.

**TABLE 6
PROJECTED READY-TO-SERVE FUNDS COLLECTED BY METER SIZE**

ZONE A

Year	No. Meter Equiv.	Ready-to-Serve Revenue Req'd ¹	<u>Calculated Ready-to-Serve Per Meter Equivalent</u>		<u>Proposed Ready-to-Serve Per Meter Equivalent</u>		Funds Collected	
			Annual	Monthly ²	Annual	Monthly	Annual	Monthly
2015-16	2,390	\$594,159	\$248.60	\$20.72	\$249.60	\$20.80	\$596,544	\$49,712
2016-17	2,438	\$626,760	\$257.08	\$21.42	\$258.00	\$21.50	\$629,004	\$52,417

ZONE B

Year	No. Meter Equiv.	Ready-to-Serve Revenue Req'd ¹	<u>Calculated Ready-to-Serve Per Meter Equivalent</u>		<u>Proposed Ready-to-Serve Per Meter Equivalent</u>		Funds Collected	
			Annual	Monthly ²	Annual	Monthly	Annual	Monthly
2015-16	2,231	\$594,510	\$266.48	\$22.21	\$267.60	\$22.30	\$597,016	\$49,751
2016-17	2,275	\$624,603	\$274.55	\$22.88	\$274.80	\$22.90	\$625,170	\$52,098

Notes:

- 1) Ready-to-Serve Revenue required is calculated based as Fixed Expenses (Table 1B) minus Miscellaneous Non-Operating Revenue (Table 2).
- 2) Monthly cost is the Ready-to-Serve revenue required divided by the number of meter equivalents which is then rounded to the nearest \$0.10.

TABLE 7A
2014 WATER DISTRIBUTION

Month	Volume Distributed			Total (1000 gal)
	Zone A (1000 gal)	Zone B (1000 gal)	Total (1000 gal)	
January	12,594	10,960	23,554	
February	11,702	10,445	22,147	
March	16,872	16,358	33,230	
April	21,276	19,777	41,053	
May	25,944	24,108	50,052	
June	43,106	39,089	82,195	
July	38,239	33,884	72,123	
August	38,917	34,752	73,669	
September	31,913	28,356	60,269	
October	25,989	22,990	48,979	
November	16,849	16,445	33,294	
December	10,592	10,578	21,170	
Total	293,993	267,742	561,735	

TABLE 7B
Total Historical and Future Water Sales
(1000 gallons)

Description	2014	Projected	
		2015-16	2016-17
Zone A			
Total Water Distributed	293,993		
Estimated Initial Allotment	68,053		
Zone A Estimated Water Sales	225,940	207,820	211,935
Zone B			
Total Water Distributed	267,742		
Estimated Initial Allotment	54,327		
Zone B Estimated Water Sales	213,415	196,299	200,186
Total Estimated Water Sales	439,355	404,119	412,120

Notes:

Conservation factor 2015-16

10%

Water distributed is expected to increase by

1.98%

per year.

**TABLE 8
PROJECTED QUANTITY REVENUES REQUIRED**

ZONE A	2015-16	2016-17
Total Operating Expenses (per Table 1B)	\$1,027,710	\$1,078,069
Total Misc. Non-Operating Revenue (per Table 2)	\$53,776	\$53,776
Total Ready-to-Serve Revenues (per Table 6)	\$596,544	\$629,004
Quantity Rate Revenues Required	\$377,390	\$395,289

ZONE B	2015-16	2016-17
Total Operating Expenses (per Table 1B)	\$1,070,635	\$1,119,141
Total Misc. Non-Operating Revenue (per Table 2)	\$23,584	\$23,584
Total Ready-to-Serve Revenues (per Table 6)	\$597,016	\$625,170
Quantity Rate Revenues Required	\$450,036	\$470,387

**TABLE 9
PROPOSED UNIT WATER COST**

ZONE A	2015-16	2016-17
Quantity Rate Revenues Required (see Table 8)	\$377,390	\$395,289
Estimated Water Sales (1000 gallons) (see Table 7B)	207,820	211,935
Rate Per Unit (Unit = 1000 gallons)	\$1.82	\$1.87

ZONE B	2015-16	2016-17
Quantity Rate Revenues Required (see Table 8)	\$450,036	\$470,387
Estimated Water Sales (1000 gallons) (see Table 7B)	196,299	200,186
Rate Per Unit (Unit = 1000 gallons)	\$2.30	\$2.35

Notes:

1) Volume of water distributed has been increased by

1.98%

**TABLE 10
CITY OF TEHACHAPI
PROPOSED WATER RATES**

MONTHLY READY-TO-SERVE CHARGE

ZONE A	2014-15 Existing Charge	Propopsed 2015-16 Charge	Proposed 2016-17 Charge
Meter Size			
SFR (1" and smaller)	\$20.41	\$ 20.80	\$ 21.50
1 inch (non-SFR)	\$20.41	\$ 55.50	\$ 57.40
1 1/2 inch	\$20.41	\$ 69.40	\$ 71.70
2 inch	\$20.41	\$ 138.70	\$ 143.40
3 inch	\$20.41	\$ 208.00	\$ 215.00
4 inch	\$20.41	\$ 277.40	\$ 286.70
6 inch	\$20.41	\$ 693.40	\$ 716.70

ZONE B	2014-15 Existing Charge	Propopsed 2015-16 Charge	Proposed 2016-17 Charge
Meter Size			
SFR (1" and smaller)	\$30.34	\$ 22.30	\$ 22.90
1 inch (non-SFR)	\$30.34	\$ 59.50	\$ 61.10
1 1/2 inch	\$30.34	\$ 74.40	\$ 76.40
2 inch	\$30.34	\$ 148.70	\$ 152.70
3 inch	\$30.34	\$ 223.00	\$ 229.00
4 inch	\$30.34	\$ 297.40	\$ 305.40
6 inch	\$30.34	\$ 743.40	\$ 763.40

OUTSIDE CORPORATE LIMITS	2014-15 Existing Charge	Propopsed 2015-16 Charge	Proposed 2016-17 Charge
Meter Size			
SFR (1" and smaller)	\$39.34	\$ 30.11	\$ 30.92
1 inch (non-SFR)	\$39.34	\$ 80.33	\$ 82.49
1 1/2 inch	\$39.34	\$ 100.44	\$ 103.14
2 inch	\$39.34	\$ 200.75	\$ 206.15
3 inch	\$39.34	\$ 301.05	\$ 309.15
4 inch	\$39.34	\$ 401.49	\$ 412.29
6 inch	\$39.34	\$ 1,003.59	\$ 1,030.59

Notes:

- 1) Monthly ready-to-serve charge is applied to all services. The quantity of water used above the 4,000 gallon/month initial allotment is an additional charge computed at the quantity rate.
- 2) Rates have been rounded up to the nearest \$0.10.

QUANTITY RATES (PER 1000 gallons) for water in excess of initial allotment of 4,000 gallons/month:

	Existing 2014-15	Proposed 2015-16	Proposed 2016-17
Zone A:	\$0.65-\$3.70	\$1.82	\$1.87
Zone B:	\$0.96-\$5.55	\$2.30	\$2.35
Outside Corporate Limits:	\$1.75-\$6.97	\$3.11	\$3.17

CONSTRUCTION/HYDRANT METER

	Existing 2014-15	Proposed 2015-16	Proposed 2016-17
Minimum Charge	\$159.28	\$693.40	\$716.70
Quantity Rate	\$3.82	\$3.82	\$3.82

Note: Monthly Ready-to-Serve Charges and Quantity Rates for Years 2017-18, 2018-19, and 2019-20 are proposed to be adjusted for inflation in accordance with changes in the Consumer Price Index. Calculation of the change in CPI is proposed to be based on the changes in values for January for the years immediately prior to each fiscal year.



APPROVED

DEPARTMENT HEAD: 

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: September 21, 2015 **AGENDA SECTION:** ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: SEPTEMBER 16, 2015

SUBJECT: TOBACCO RETAILER'S PERMIT REGULATIONS

BACKGROUND

In 2007 the City Council adopted an ordinance adopting ordinance nos. G-7724 and G-8495 of the Board of Supervisors of the County of Kern relating to tobacco retailer's permits. In June, 2014, the Board of Supervisors amended the ordinance to include electronic smoking devices and paraphernalia. The Environmental Health Division, which is the designated agency implementing the tobacco retailer's permitting program in our jurisdiction, in order to ensure uniform policy countywide, is recommending the City amend its ordinance to include the same language. The amended ordinance would require retailers selling electronic smoking devices and paraphernalia to obtain an Environmental Health Permit. These retailers would also be included in the Division's compliance check process to ensure children are not sold tobacco products.

RECOMMENDATION

INTRODUCE AN ORDINANCE AMENDING ORDINANCE NO. 687 AND CHAPTER 8.52 OF THE TEHACHAPI MUNICIPAL CODE TO ADOPT ORDINANCE NOS. G-7724 AND G-8495 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN, STATE OF CALIFORNIA AMENDING CHAPTER 8.60 TO TITLE 8 OF THE KERN COUNTY ORDINANCE CODE RELATING TO TOBACCO RETAILER'S PERMITS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AMENDING ORDINANCE NO. 687 AND CHAPTER 8.52 OF THE TEHACHAPI MUNICIPAL CODE TO ADOPT ORDINANCE NOS. G-7724 AND G-8495 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF KERN, STATE OF CALIFORNIA AMENDING CHAPTER 8.60 TO TITLE 8 OF THE KERN COUNTY ORDINANCE CODE RELATING TO TOBACCO RETAILER'S PERMIT

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

Section 1. AMENDMENTS.

A. Section 8.52.025 is hereby added to Chapter 8.52 of the Tehachapi Municipal Code as follows:

 "8.52.025 Incorporation by Reference.

 "Pursuant to Government Code Section 50022.1 et seq., Ordinance Numbers G-7724 and G-8495 of the Board of Supervisors of the County of Kern of the State of California relating to the requirement for a tobacco retailer's permit and each and every term, provision, rule, and regulation therein are hereby incorporated by this reference as if fully set forth herein verbatim which provide for the following: replacing Subsections D and F and adding Subsections I, J, and K to Section 8.60.010 of the Kern County Ordinance Code and replacing Subsection 2 of Section 8.60.090.B and Subsection D of Section 8.60.100."

B. Ordinance No. 687 and Tehachapi Municipal Code Subsection D of Section 8.52.040 is hereby replaced with the following:

 "D. When this chapter allows the director to impose an administrative penalty, the following penalty may be imposed:

 "1. For the first violation, a penalty not to exceed two hundred fifty dollars (\$250.00);

 "2. For the second violation within one (1) year from the date of the first violation, a penalty not to exceed five hundred dollars (\$500.00); and

"3. For the third and each subsequent violation within one (1) year from the date of the first violation, a penalty not to exceed one thousand dollars (\$1,000.00)."

Section 2. SEVERABILITY.

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

Section 3. EFFECTIVE DATE.

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

INTRODUCED at a regular meeting of the City Council of the City of Tehachapi on the 21st day of September, 2015.

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

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

SUSAN WIGGINS, Mayor of
the City of Tehachapi, California

ATTEST:

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

Published: _____



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: SEPTEMBER 21, 2015 **AGENDA SECTION:** ASST. CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRISTOPHER KIRK, ASSISTANT CITY MANAGER

DATE: September 16, 2015

SUBJECT: CALTRANS GRANT FUNDING FOR SW DIAGONAL TAXIWAY PROJECT

As the Council is aware, the City recently entered into an agreement with the Federal Aviation Administration for the Southwest Diagonal Taxiway Project at the Tehachapi Municipal Airport. The grant will reconstruct an asphalt taxiway and the associated concrete hangar aprons along the taxiway in question. Upon receipt of an FAA grant, local agencies are then able to submit a grant request to the California Department of Transportation (Caltrans) Aeronautics Division for 5% of the Federal Share of the Project. The Federal share of the project is 90% of the total project costs. Total cost for the project are estimated to be \$948,815.06. Therefore, the Federal share (90%) will be \$853,933.00. At this time, Staff is requesting a resolution be adopted that authorizes the City to apply for Caltrans grant funding in the amount of 5% of the Federal share, or \$42,696.00.

RECOMMENDATION

APPROVE THE RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI, AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, FOR AN AIRPORT IMPROVEMENT PROGRAM (AIP) MATCHING GRANT

WHEREAS, the City of Tehachapi and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP) grant 3-06-0253-015-2015 for the Southwest Diagonal Taxiway Rehabilitation Project at the Tehachapi Municipal Airport; and

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants for a portion of the Federal Aviation Administration grants to airports; and

WHEREAS, the California Department of Transportation requires the City Council to adopt a resolution authorizing the submission of an application for an AIP Matching grant;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Tehachapi, State of California:

1. Authorizes filing an application for a state AIP Matching grant for this project.
2. Authorizes accepting the allocation of state AIP Matching funds for the project.
3. Authorizes execution of an AIP Matching Grant Agreement for this project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Tehachapi does hereby authorize the City Manager, or Assistant City Manager, of the City of Tehachapi, to sign any documents required to apply for and accept these subject funds on behalf of the City of Tehachapi.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Tehachapi on the 21st day of September, 2015 by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

SUSAN WIGGINS, Mayor of the
City of Tehachapi, California

ATTEST:

VICTORIA MARSH
City Clerk of the City of Tehachapi

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 September 21, 2015.

VICTORIA MARSH
City Clerk of the City of Tehachapi



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: SEPTEMBER 21, 2015 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: September 16, 2015

SUBJECT: KERN COUNTY FIRE AGREEMENT

As the Council is aware, the Kern County Fire Department (KCFD) provides all fire protection services for the City of Tehachapi. The original agreement was entered into on July 25, 2007 and ended on June 30, 2012. On June 30, 2012, it was automatically extended per the terms of the agreement for an additional five years, through 2017. Several months ago, Staff was approached by KCFD with a request to adopt a new agreement that modifies the terms of the original agreement with an additional request that it be backdated to the termination date of the original agreement.

After comparing the old agreement and the proposed new agreement, staff feels comfortable recommending adoption to the Council. Many of the items that the County proposed to remove from the original agreement are only indirectly related to fighting fires. For example, the terms of the agreement relating to KCFD's obligations for weed abatement, community education, performance reporting, and maintaining a reserve firefighter program have been removed or substantially modified. Other modifications to language regarding building plan check and inspection have also been changed to reflect current actual practices.

Although the language was changed as it relates to calculating the cost of service, the actual calculated amounts are still consistent with the previous agreement and do not increase beyond what was originally expected.

For your review, a copy of the original agreement is included with this memo, along with the proposed new agreement.

RECOMMENDATION

APPROVE THE AGREEMENT WITH THE KERN COUNTY FIRE DEPARTMENT FOR FIRE PROTECTION DUTIES AND ENFORCEMENT OF STATE FIRE MARSHAL REGULATIONS, SUBJECT TO MINOR MODIFICATIONS AND FINAL APPROVAL OF THE CITY MANAGER AND CITY ATTORNEY

CITY AGREEMENT NO.: _____
COUNTY AGREEMENT NO.: _____

**AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE COUNTY OF KERN
FOR COUNTY OF KERN FIRE PROTECTION DUTIES
AND
ENFORCEMENT OF STATE FIRE MARSHAL REGULATIONS
(COUNTY OF KERN-CITY OF TEHACHAPI)**

THIS AGREEMENT, made and entered into this ___th day of _____, 2015 by and between The COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the CITY OF TEHACHAPI, a municipal corporation within the County of Kern (hereinafter referred to as "CITY");

WITNESSETH:

WHEREAS, Government Code section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of a fire chief; and

WHEREAS, Government Code section 38611 provides that the legislative body of a general law city shall establish a fire department for the CITY, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters as the legislative body may determine; and

WHEREAS, Pursuant to the provisions of Health and Safety Code section 13143, Regulations of the State Fire Marshal have been adopted which are set forth in Chapter 1 of Title 19 of the California Code of Regulations; and

WHEREAS, Government Code section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the CITY legislative body to contract with COUNTY for the performance of city functions by appropriate county officers and employees; and

WHEREAS, Government Code section 51303 provides in part that: "COUNTY officers and employees named in the contract shall exercise within CITY all of the powers and duties conferred upon CITY officers or employees named in the contract"; and

WHEREAS, CITY Council of CITY desires that the functions of the Chief of the Fire Department of CITY, including enforcement of the regulations of the State Fire Marshal, shall be performed by the Chief of the Fire Department of COUNTY acting as the Fire Chief of CITY; and

WHEREAS, CITY and COUNTY have negotiated this Agreement to replace all previous and amended agreements.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between COUNTY and CITY as follows:

1. POWERS AND DUTIES OF COUNTY FIRE CHIEF AND COUNTY FIRE DEPARTMENT EMPLOYEES:

(A) The Chief of the Kern County Fire Department and employees of the COUNTY Fire Department shall exercise within CITY all of the powers and duties conferred upon a City Fire Chief of City Fire Department personnel, including reporting to the CITY Council and enforcing the "Regulations of the State Fire Marshal."

(B) Fire prevention and suppression, emergency medical responses, rescues, hazardous materials responses, fire cause and arson investigation plus all COUNTY support services including, but not limited to, supervision, dispatching, training, equipment maintenance, supplies, and procurement, collectively referred to as "services." Functions within CITY's boundaries shall be vested in the COUNTY Fire Chief and employees of the COUNTY Fire Department as may be designated by the COUNTY Fire Chief. Such reassignment of resources shall have no effect on the CITY'S Annual Fee for services.

(C) In the performance of their duties of prevention, control and suppression of fires, emergency medical responses, rescues, hazardous materials responses and fire investigation functions pursuant to this Agreement, the personnel of COUNTY shall have the powers and duties of the Chief of the Fire Department of CITY and shall perform said services in accordance with professional firefighting standards. In the event of a dispute between the parties as to these duties, functions or manner of performance of these duties and functions, determinations by the COUNTY Fire Chief shall be final and conclusive between the parties.

(D) All engine companies assigned to CITY fire station(s) as listed in Section 5(C) "SERVICE LEVEL" shall carry automatic defibrillators and their personnel shall be certified Emergency Medical Technician-Defibrillator/Combibute.

(E) COUNTY will participate in and support community emergency preparedness, education, training, and exercises. COUNTY personnel will work with the CITY to continue to provide public education programs currently offered by the CITY. The scope and specific programs may be modified by COUNTY and CITY after subsequent evaluation. CITY shall retain responsibility for CITY's internal emergency management and related programs, as well as communication and coordination with COUNTY's Emergency Operations Center (EOC), when activated.

(F) It is expressly understood that in the performance of the services herein provided for, COUNTY shall be, and is, an independent contractor and is not an agent or employee of CITY. COUNTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, assignment, compensation and discharge of all persons employed by COUNTY and assisting in the performance of services hereunder. COUNTY shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security, workers' compensation, withholding, and all regulations governing such matters.

(G) COUNTY shall provide as necessary, fire inspection services and other services as are provided by the COUNTY Fire Department to residents of the unincorporated area of the County of Kern.

2. PLANS REVIEW, INSPECTIONS AND CODE ENFORCEMENT FUNCTIONS:

Solely for the purpose of enforcing or assisting in the enforcement of the regulations of the State Fire Marshal, as provided for in Chapter 1 of Title 19 of the California Code of Regulations, COUNTY will perform the following specific functions on behalf of CITY, at CITY's request:

(A) Plan check and approve or disapprove all building, electrical, and plumbing plans for all occupancies covered by Chapter 1 of Title 19 of the California Code of Regulations before a building permit is issued by CITY and construction started;

(B) Plan check and approve or disapprove any changes in approved plans on all the above described occupancies for new construction, alterations to existing buildings, and any changes of occupancy;

(C) Make joint final inspection with building inspection personnel of CITY on all of the above described occupancies. No certification of lights, gas, or occupancy shall be issued nor business license granted until joint approval by COUNTY and CITY after joint final inspection.

COUNTY will perform these functions without an increase in the Annual Fee (as Described in Paragraph 7), provided that fees for these services in amounts established by COUNTY are paid to COUNTY pursuant to Paragraph 10 and provided further that the service do not require that COUNTY increase the staffing level set forth in Paragraph 5(c). A Fire Department employee shall attend all Land Development Committee (LDC) meetings as requested by City Planning and Engineering Departments to provide specific information on fire related issues with regards to the plans which are to be discussed. Regarding the foregoing, CITY shall provide the Fire Department with a list of plans to be discussed at each LDC meeting sufficiently in advance for the Fire Department employee to be prepared with his or her recommendations.

A copy of plans requiring review and approval by Kern County Fire will be delivered to Kern County Fire Headquarters at 5642 Victor Street, Bakersfield CA. 93308 by the applicant. The Kern County Fire Department will complete the review of the plans within 12 working days from date of fee payment for projects with an estimated cost of less than \$500,000 and within 20 days from the day of fee payment for projects with an estimated cost of \$500,000 or more.

3. FIRE HYDRANTS AND WATER SUPPLY:

(A) CITY, as its sole and separate obligation, shall continue to provide a system of fire hydrants and water supply for fire prevention and suppression within CITY. CITY shall cooperate with and assist COUNTY in requiring that the CITY Water Department or other local water purveyors provide at least minimum water fire flows as required by the California Fire Code and hydrants for fire protection purposes within CITY.

(B) COUNTY shall annually inspect all fire hydrants within CITY to ensure that fire hydrants are mechanically operable and capable of delivering water. COUNTY shall notify CITY Water Department or other local water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time COUNTY becomes aware of maintenance or repair requirements. COUNTY shall not be liable to pay CITY Water Department or any other water purveyors for hydrant installation, painting to COUNTY specifications, repair, maintenance, or rental fees or any other related costs or expenses.

4. ROUTING OF EMERGENCY CALLS:

(A) The immediate transference of 9-1-1 calls to the COUNTY by the CITY's Public Safety Answering Point (PSAP) shall be performed on all fire, rescue, hazardous materials, and emergency medical incidents without cost to the COUNTY. CITY shall be responsible for all costs associated with connecting ring down circuits from its PSAP to COUNTY's circuit.

(B) COUNTY shall provide to CITY quarterly statistical response information reports for incident activity, and response times.

5. SERVICE LEVEL:

(A) Nothing in this Agreement precludes the future expansion, closure, consolidation, or relocation of the fire stations referenced herein if such action is mutually beneficial to and agreed upon by both CITY and COUNTY.

(B) Any agreed-upon adjustments in staffing may cause adjustments in the determination of the Annual Fee.

(C) COUNTY will provide to CITY a minimum service level based on staffing levels of three (3) Captains, three (3) Engineers and three (3) Firefighters (one of each per shift) at Station Number 12 located at 800 South Curry Street, in Tehachapi, California. Fire personnel assigned will be comparably equipped and trained as other like positions within the COUNTY Fire Department. COUNTY will also provide such "backup" or additional service as reasonably necessary in accordance with professional firefighting standards, including but not limited to, those situations where firefighters assigned to Station 12 are utilized outside CITY limits on emergencies.

(D) Any request by CITY for increased Service Levels shall be communicated to COUNTY no later than January 1st prior to implementation the following fiscal year, subject to approval by COUNTY and in accordance with Section 12 "POTENTIAL CHANGES IN SERVICE LEVEL" herein.

6. COST ALLOCATION METHODOLOGY:

The Annual Fee in this Agreement is based upon CITY incorporated area boundaries and service requirements. The methodology for cost allocation is based on:

(A) Direct Cost Per Capita Countywide - Direct costs are determined by using prior, prior fiscal year expenditures for the fire department programs of Operations, Fire Prevention, Arson Investigation, Hazardous Materials, Technical Rescue, and Reserves. The annual amortized apparatus/equipment replacement cost is added to direct costs to determine Total Direct costs. Total Direct Costs are then divided by the Countywide protected population to determine the Direct Cost Per Capita Countywide. The Countywide Protected population is determined by the County Fire department's GIS Specialist through a methodology adopted by the Kern Council of Governments (Kern COG).

(B) Cities' Stations On-Duty Staffing Ratio - The total on-duty staffing of all City stations is divided by the Fire Department's total on-duty staffing Countywide. This factor is applied against the Direct Cost Per Capita Countywide and is used to discount the net costs allocated to the City. The on-duty staffing ratio accounts for the availability of resources to provide fire protection services directly to the Cities.

(C) Cities Direct Cost Per Capita - The Direct Cost Per Capita Countywide is multiplied by the Cities Stations On-duty Staffing to arrive at the Cities Direct Cost Per Capita. The Cities Direct Cost Per Capita is multiplied by the protected population of the City to determine the Cities Allocated Direct Cost.

(D) Cities' Allocated In-direct Cost - An In-direct cost will be applied to the City's Allocated Direct Cost. The Indirect cost factor is based on the Fire Department's Prior, Prior Year In-direct billing rate, which is calculated in accordance with OMB Circular A-87 and certified by the Kern County Auditor-Controller-County Clerk;

(E) The Cities' Allocated Direct and In-direct Costs are then added together to identify the Cities' Allocated Total Cost.

(F) Any Fire Fund property tax revenues, including Redevelopment Agency Agreement (RDA) revenues, collected within CITY and retained by COUNTY Fire Department, and any "in-kind" payments made by CITY on behalf of COUNTY, as agreed to by COUNTY and CITY (e.g. CITY purchases and donates Rescue Engine to COUNTY for use in CITY'S Station) would then be then credited against the Cities' Allocated Total Cost to determine the resulting Net Allocated Total Cost. Fees collected pursuant to Paragraph 10 herein shall not be credited against the Cities' Allocated Total Cost.

7. COMPENSATION:

CITY will compensate COUNTY for the performance of duties under this Agreement as follows:

(A) The Net Allocated Total Cost for FY2012-13, (without additional on-duty positions), beginning on July 1, 2012 and ending June 30, 2013, is \$74,329

(B) A fixed increase of 5.5% per year will be added to the prior year Net Allocated Total Cost, as follows:

The Net Allocated Total Cost for FY2013-14 is \$78,418;

The Net Allocated Total Cost for FY2014-15 is \$82,731;
The Net Allocated Total Cost for FY2015-16 is \$87,281;
The Net Allocated Total Cost for FY2016-17 is \$92,081.

Any increases in costs necessitated or mandated by legislative or judicial decisions or actions, or by CITY request for increases in service level, other than penalties or damages due to negligence of COUNTY, shall be due in any fiscal year in which they occur.

(C) Average Actual Salaries and Benefits Costs will be used as the basis for costs to be billed to CITY for any additional on-duty personnel as requested by CITY.

(D) COUNTY shall be responsible for all costs and expenses incident to the performance of the services for the CITY, including but not limited to, all costs of equipment provided by COUNTY, all fees, fines, licenses, bonds or taxes required of or imposed against COUNTY and all other of the COUNTY'S costs of doing business. Except as expressly provided for herein, CITY shall not be responsible for any expense incurred by the COUNTY in performing services for the CITY.

(E) Every five (5) years, County will re-calculate billable costs, as identified in Section 6 "COST ALLOCATION METHODOLOGY." Following the end of the fourth year of each five (5) year period, COUNTY will present to CITY the Net Allocated Total Costs, or Annual Fees, to be paid by CITY during the subsequent five (5) year period and the revised Net Allocated Costs or Annual Fees will be attached to the agreement as an amendment.

8. FIRE FUND RETENTION:

In the event CITY annexes additional areas from which COUNTY receives Fire Fund property tax revenues, COUNTY shall continue to receive these Fire Fund revenues. Fire Fund revenues collected within CITY's incorporated area by COUNTY shall be applied against the CITY's allocated direct and indirect costs for the annual billing, as indicated in Section 6 "COST ALLOCATION METHODOLOGY."

9. BILLING & PAYMENT:

(A) In consideration of the covenants contained herein, CITY shall pay to COUNTY the costs specified in Section 6 "COST ALLOCATION METHODOLOGY" and Section 7 "COMPENSATION" herein over the term of the Agreement. The Kern County Fire Department shall, within thirty days of the beginning of each calendar year quarter, invoice the CITY on a quarterly basis for one fourth of the amount to be paid annually. The CITY shall pay COUNTY within forty-five (45) days of receipt of the invoice. Invoices and general notices shall be sent to CITY at:

City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93561

Payments shall be sent to:

Kern County Fire Department
5642 Victor Street
Bakersfield, CA 93308

Either party shall notify the other in writing of an address change.

(B) Interest shall be added to any payment invoiced by COUNTY and that is received by COUNTY after the due date (late payment). The interest rate on any late payment shall be established as the pooled treasury rate as earned by the County, as of the first day payment is late. The period for computing this interest shall commence the day following the payment due date and end the date of receipt of payment by the COUNTY. The interest payment shall be computed as follows, Late Payment Interest

Charge = $\frac{\text{No. of Days Late}}{365 \text{ Days}} \times \text{County Pooled Treasury Rate} \times \$ \text{Amount of Payment}$

(C) In the event that a billing/payment dispute arises between the COUNTY and CITY, the parties will negotiate in good faith to resolve the dispute and the following procedures will be taken to resolve the dispute:

1. The dispute will be specified, in writing, and presented to the COUNTY jurisdictional Deputy Fire Chief, if a CITY dispute or to the CITY MANAGER, if a COUNTY dispute within thirty (30) days of the receipt of a disputed invoice or disputed payment. The CITY shall pay any disputed invoice "under protest."

2. If the COUNTY and CITY cannot fully resolve the dispute within ninety (90) days of receipt of written notification of this dispute (impasse), the impasse will be sent to an independent arbitrator for resolution. Said arbitrator shall be selected jointly by CITY and COUNTY within forty-five (45) days of impasse and shall be paid for equally by CITY and COUNTY. If COUNTY and CITY cannot agree on an arbitrator, each party shall, at its own expense, retain an arbitrator within thirty (30) days after the jointly selected arbitrator should have been selected. These two arbitrators will within thirty (30) days mutually select a third arbitrator. The mutually agreed-upon arbitrator will resolve the matter within thirty (30) days after his/her selection. COUNTY and CITY shall share equally the cost of the third arbitrator. **The arbitrator's resolution of the impasse shall be final and binding.**

If COUNTY prevails in arbitration, all money owed and not paid to the COUNTY will be forwarded to the mailing address identified in Section 9 "BILLING & PAYMENT", herein, within thirty (30) calendar days from the date of the issuance of the arbitrator's decision. In addition, the CITY will be assessed and pay the interest payment amount as calculated for an interest payment in Section 9(B) of this Agreement.

If CITY prevails in arbitration and has paid the COUNTY the disputed amount, a refund to CITY will be forwarded to the mailing address identified in Section 9(A), herein, within thirty (30) calendar days from the date of the issuance of the arbitrator's decision. In addition,

COUNTY will pay to CITY the interest as calculated for an interest payment, as identified in Section 9(C) of this Agreement.

10. FEES:

All revenues generated from fees established or implemented by COUNTY shall be COUNTY revenues. Fees of any nature collected by CITY on behalf of COUNTY shall be passed-through to COUNTY by CITY as COUNTY revenues. Excluding any State, Federal, or judicially mandated programs or fees CITY agrees that it shall either adopt fees for services in amounts established by COUNTY for similar services to COUNTY residents or will pay to COUNTY such fees, in whole or part, in lieu of imposing such fees on the citizens of CITY. CITY shall be authorized to retain a five percent (5%) administrative charge for any fees collected on behalf of COUNTY. Any fees charged and collected by the CITY subsequent to the commencement date of service shall remain as revenues of the CITY provided that such fees are not identified as fees for services provided by COUNTY pursuant to this agreement. COUNTY shall be authorized to retain a five percent (5%) administrative charge for any fees collected by COUNTY on behalf of CITY.

11. COST RECOVERY:

In the event that an incident occurs within CITY while this Agreement is in effect during which COUNTY may be required to deploy a substantial number of COUNTY apparatus and personnel to such incident, COUNTY reserves the right to pursue cost recovery at its sole discretion against the party that caused the incident but not against CITY. In the event CITY were to pursue cost recovery for COUNTY resources deployed to such an incident, CITY shall promptly pay to COUNTY all such COUNTY costs recovered by CITY less the cost of CITY'S recovery efforts. Costs for COUNTY resources paid for by CITY through this Agreement as detailed in Section 5(C) "SERVICE LEVEL" herein and deployed to such an incident shall not be recoverable by COUNTY from CITY.

12. POTENTIAL CHANGES IN SERVICE LEVEL:

If CITY initiates an increase in staffing levels at Station 12 during the term of this Agreement, CITY and COUNTY will renegotiate the annual compensation paid to the COUNTY, provided however, that no change in compensation paid to COUNTY will be effective until this Agreement is modified in accordance with Section 5 "SERVICE LEVEL" herein.

13. FIRE STATION EXPANSION/CONSTRUCTION:

During the term of this agreement, CITY and COUNTY agree to commence discussions regarding the need for any future expanded fire service throughout CITY based on CITY's future plans. CITY and COUNTY agree to explore reasonable solutions for same, such that the parties formulate a master plan to address future fire protection resource requirements, including any future fire station construction projects or capital equipment acquisitions, and the allocation of costs between CITY and COUNTY. It is the intent of both CITY and COUNTY that the master plan developed would be documented in an agreement to be approved by both CITY Council and COUNTY Board of Supervisors, as an amendment to this Agreement.

14. TERM OF AGREEMENT:

The term of this agreement will begin on July 1, 2012 and shall continue in full force and effect for a period of five (5) years ending on June 30 2017, unless otherwise terminated. This agreement will automatically be renewed in five year increments. In the event CITY or COUNTY choose to terminate this agreement, written notice must be served on the other party at least three hundred and sixty-five (365) days in advance of termination. Any notice of termination by COUNTY shall be served upon the CITY by delivery of said notice either in person or by registered mail to the CITY clerk; any such notice of termination shall be served upon the COUNTY by delivery of said notice either in person or by registered mail to the Clerk of the Board of Supervisors.

In the event this agreement is terminated, all equipment, fire apparatus, personal property, and supplies, contained in COUNTY fire station(s) shall remain the sole property of the COUNTY. Any unpaid costs allocated to the CITY as of the effective date of the termination shall be due and payable to the COUNTY no later than the effective date of the termination. Should a credit be due to the CITY from the COUNTY, a refund shall be paid to CITY no later than thirty days after the effective date of the termination.

15. MODIFICATIONS TO AGREEMENT:

(A) A review of the Agreement terms may be initiated at any time by either party, upon written notice to the other, and modifications made to this Agreement upon written consent of both parties, which consent shall not be unreasonably withheld or delayed. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and to any proposed modifications to this Agreement.

(B) This Agreement may be modified only in writing and with the approval of both CITY and COUNTY.

16. INDEMNIFICATION:

(A) Neither party will be liable to the other party for any damage, liability claim or cause of action for damage to, or destruction of, property or for injury to or death of persons arising solely from any act or omission of the other party's officers, agents and employees.

(B) The CITY will indemnify, hold harmless, and defend (upon the written request of the COUNTY) the COUNTY, its officers, employees, and agents from any and all loss, damage, liability claim or cause of action of every nature whatsoever for the physical damage to or destruction of property, including the property of the COUNTY or physical injury to or death of any person, including the COUNTY'S officers, employees or agents, which may arise out of any negligent act or omission of City, its officers, employees or agents.

(C) The COUNTY will indemnify, hold harmless and defend (upon the written request of the CITY) the CITY, its officers, employees, and agents from any and all loss, damage, liability, claim or cause of action of every nature whatsoever for physical injury to or death of any person, including the CITY'S officers, employees and agents, which may arise out of any negligent act or omission of COUNTY, its officers, employees or agents.

(D) The party against whom any claim arising from this Agreement is filed will give prompt notice of the filing of the claim to the other party.

17. INSURANCE:

Both parties represent that they are self-insured for all exposure including bodily injury and property damage. Both parties agree to provide proof of self-insurance upon demand to include coverage above any self-insured retention.

18. WAIVER:

No waiver of a breach of any provision of this Agreement will constitute a waiver of any other breach, or of such provision. Failure of the CITY or COUNTY to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The remedies herein reserved will be cumulative and additional to any other remedies in law or equity:

19. PARTIAL INVALIDITY:

Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

20. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this Agreement will be of no force or effect excepting a subsequent modification in writing, signed by both parties.

21. COUNTY RECORDS:

At any time during normal business hours, upon the request of CITY, COUNTY will make available for examination all of its existing records with respect to matters covered by this Agreement for purposes of audit, examination, or to make copies of such records, exclusive of confidential personnel files.

22. NOTICES:

All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

COUNTY: County Fire Chief
5642 Victor Street
Bakersfield, CA 93308

CITY: City Manager, City of Tehachapi
115 South Robinson Street
Tehachapi, CA 93280

IN WITNESS WHEREOF, CITY and COUNTY have caused this Agreement to be executed by their authorized agents.

APPROVED AS TO CONTENT:

By: _____
Greg Garrett, City Manager
City of Tehachapi

By: _____
Brian Marshall, Fire Chief
Kern County

APPROVED AS TO FORM:

By: _____
City Attorney
City of Tehachapi

By: _____
Gurujodha Khalsa, Chief Deputy County Counsel
Kern County

“CITY”

“COUNTY”

By: _____
Susan Wiggins, Mayor
City of Tehachapi

By: _____
David Couch, Chairman
Kern County Board of Supervisors

Attest:

By: _____
City Clerk
City of Tehachapi

By: _____
Kathleen Krause, Clerk of the Board
County of Kern

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CITY AGREEMENT NO:
COUNTY AGREEMENT NO: 658-2007

**AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE COUNTY OF KERN
FOR COUNTY OF KERN FIRE PROTECTION DUTIES
AND
ENFORCEMENT OF STATE FIRE MARSHAL REGULATIONS
(COUNTY OF KERN-CITY OF TEHACHAPI)**

THIS AGREEMENT, made and entered into this 25 th day of July, 2007 by and between The COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the CITY OF Tehachapi, a municipal corporation within the County of Kern (hereinafter referred to as "CITY");

WITNESSETH:

WHEREAS, Government Code section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of a fire chief; and

WHEREAS, Government Code section 38611 provides that the legislative body of a general law city shall establish a fire department for CITY, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters as the legislative body may determine; and

WHEREAS, Pursuant to the provisions of Health and Safety Code section 13143, Regulations of the State Fire Marshal have been adopted which are set forth in Chapter 1 of Title 19 of the California Code of Regulations; and

WHEREAS, Pursuant to the provisions of Code of California Regulations, Title 24, which adopt and implements minimum standards which apply to all other buildings in the state, the city is responsible for the enforcement of the statewide minimum building and fire codes for all occupancies; and ;

WHEREAS, The City has adopted specific amendments to both of these codes that apply to all occupancies in the City; and

WHEREAS, Government Code section 51301 authorizes the Board of Supervisors to contract with a city within COUNTY and authorizes CITY legislative body to contract with COUNTY for the performance of city functions by appropriate county officers and employees; and

WHEREAS, Government Code section 51303 provides in part that: "COUNTY officers and employees named in the contract shall exercise within CITY all of the powers and duties conferred upon CITY officers or employees named in the contract"; and

1 **WHEREAS**, CITY Council of CITY desires that the functions of the Chief of the Fire
2 Department of CITY, including enforcement of the regulations of the State Fire Marshal, shall
3 be performed by the Chief of the Fire Department of COUNTY acting as the Fire Chief of
4 CITY; and

5
6 **WHEREAS**, CITY and COUNTY have negotiated this Agreement to replace all previous and
7 amended agreements. (Exhibit A)

8
9 **NOW, THEREFORE, IT IS MUTUALLY AGREED** by and between COUNTY and CITY as
10 follows:

11
12 1. **POWERS AND DUTIES OF COUNTY FIRE CHIEF AND COUNTY FIRE**
13 **DEPARTMENT EMPLOYEES**

14
15 (A) The Chief of the Kern County Fire Department and employees of COUNTY Fire
16 Department shall exercise within CITY all of the powers and duties conferred upon a
17 City Fire Chief of City Fire Department personnel. The Department shall assume full
18 responsibility for and provide all fire services within the City, including but not limited
19 to, fire education, fire prevention, fire investigation and emergency operations,
20 including reporting to the CITY Council and enforcing the provisions of the Statewide
21 minimum standards as reflected in the "Regulations of the State Fire Marshal" and the
22 Building Standards Commission.

23
24 (B) Fire prevention, fire education and suppression, emergency medical responses,
25 rescues, hazardous materials responses, fire cause and arson investigation plus all
26 COUNTY support services including, but not limited to, supervision, dispatching,
27 training, equipment maintenance, supplies, and procurement, collectively referred to
28 as "services." Functions within CITY's boundaries shall be vested in COUNTY Fire
29 Chief and employees of COUNTY Fire Department as may be designated by
30 COUNTY Fire Chief. Such reassignment of resources shall have no effect on the
31 CITY'S Annual Fee for services.

32
33 (C) In the performance of their duties of prevention, control and suppression of
34 fires, emergency medical responses, rescues, hazardous materials responses and fire
35 investigation functions pursuant to this Agreement, the personnel of COUNTY shall
36 have the powers and duties of the Chief of the Fire Department of CITY and shall
37 perform said services in accordance with professional firefighting standards. In the
38 event of a dispute between the parties as to these duties, functions or manner of
39 performance of these duties and functions, determinations by COUNTY Fire Chief
40 shall be final and conclusive between the parties.

41
42 (D) All engine companies assigned to CITY fire station(s) as listed in Section 6 (C)
43 "SERVICE LEVEL" shall carry automatic defibrillators and their personnel shall be
44 certified Emergency Medical Technician-Defibrillator/Combitube.

45
46 (E) COUNTY will participate in and support community emergency preparedness,
47 education, training, and exercises in accordance with Exhibit C. COUNTY personnel
48 will work with CITY to continue to provide public education programs currently offered

1 by CITY. The scope and specific programs may be modified by COUNTY and CITY
2 after subsequent evaluation. CITY shall retain responsibility for CITY's internal
3 emergency management and related programs, as well as communication and
4 coordination with COUNTY's Emergency Operations Center (EOC), when activated.
5

6 (F) It is expressly understood that in the performance of the services herein
7 provided for, COUNTY shall be, and is, an independent contractor and is not an agent
8 or employee of CITY. COUNTY has and shall retain the right to exercise full control
9 and supervision of the services and full control over the employment, direction,
10 assignment, compensation and discharge of all persons employed by COUNTY and
11 assisting in the performance of services hereunder. COUNTY shall be solely
12 responsible for all matters relating to the payment of its employees including, but not
13 limited to, compliance with social security, workers' compensation, withholding, and all
14 regulations governing such matters.
15

16 (G) COUNTY shall provide as necessary, fire inspection services and other
17 services as are provided by COUNTY Fire Department to residents of the
18 unincorporated area of the COUNTY of Kern.
19

20 **2. PLANS REVIEW, INSPECTIONS AND CODE ENFORCEMENT FUNCTIONS**

21 Solely for the purpose of enforcing or assisting in the enforcement of the regulations of the
22 State Fire Marshal, as provided for in Chapter 1 of Title 19 of the California Code of
23 Regulations, COUNTY will perform the following specific functions on behalf of CITY, at
24 CITY's request:
25

26 The County shall provide the necessary equipment, facilities, and qualified staff to accurately,
27 efficiently and expeditiously provide the following Fire Code Enforcement services to the City:
28

29 (A) Plan Check and Building Inspections:

30
31 1. The County shall check building and development plans pursuant to
32 applications for building or development permits, and certify the same as
33 complying with the all related Codes that have been adopted by the City of
34 Tehachapi, City Council and the Kern County Board of Supervisors and all
35 applicable ordinances, statutes and regulations, including conditions of zoning
36 approvals, promulgated by the State, City, or any regulatory agency's "Plan
37 Check and Inspection Process."
38

39 2. The County shall pick up such plans from City Hall and, upon completion,
40 deliver plans back to City Hall.
41

42 3. The County shall inspect buildings under construction pursuant to the
43 California Fire Code.
44

45 (B) Performance Standards for Plan Checking and Inspections:

46
47 1. Performance Standards for plan checking shall be defined in Exhibit D.
48

1 **3. NOTIFICATION, REPORTS, and INVESTIGATIONS**

2
3 **(A) Special Notification of Emergencies:**

4
5 1. The COUNTY shall notify the City Manager, or his/her designee, of any
6 significant emergency incident as soon as possible. Such notification shall
7 include, but is not limited to, structure fires, multiple vehicle accidents and large
8 hazardous material incidents.

9
10 2. If an emergency situation requires the presence of the City's Building Official,
11 he/she will also be notified as soon as possible. In addition, the Department
12 shall provide the City with a copy of each structure fire (NFIRS) report.

13
14 **(B) Fire Cause Investigations:**

15
16 1. The COUNTY shall be responsible for all "fire cause" investigations, and will
17 provide the City with copies of all reports for incidents that occur within the City.

18
19 **(C) Reports:**

20
21 1. The COUNTY shall provide the City Manager with monthly and annual
22 reports of all Incident Activity and Reports of Station Activity, with each report
23 due by the third (3rd) Thursday of each month following the reporting period.
24 The Performance Measures to be reported are identified in Exhibit E.

25
26 2. The COUNTY shall keep accurate records of all City emergencies where a
27 report is filed.

28
29 3. All reports that are required by the State Fire Marshal shall be reported
30 quarterly using the approved software for reporting incidents.

31
32 **(D) Record Retention, Storage and Destruction:**

33
34 1. In accordance with all applicable laws, the City shall retain ownership of all
35 City fire service records.

36
37 2. The COUNTY will have access to all such records.

38
39 3. The City will provide a list of records the City holds.

40
41 4. Those records that are not needed by the County will remain with the City.

42
43 5. No records related to service provided by the County may be destroyed
44 without advance, written consent from the City Clerk of the City.

1 4. FIRE HYDRANTS AND WATER SUPPLY

2
3 (A) CITY, as its sole and separate obligation, shall continue to provide a
4 system of fire hydrants and water supply for fire prevention and suppression
5 within CITY. CITY shall cooperate with and assist COUNTY in requiring that
6 CITY Water Department or other local water purveyors provide at least
7 minimum water fire flows as required by the California Fire Code and hydrants
8 for fire protection purposes within CITY.
9

10 (B) COUNTY shall annually inspect all fire hydrants within CITY to ensure
11 that fire hydrants are mechanically operable and capable of delivering water in
12 accordance with Exhibit F. COUNTY shall notify CITY Water Department or
13 other local water purveyors, in writing, of any maintenance requirements as
14 soon as possible after such inspections and at any other time COUNTY
15 becomes aware of maintenance or repair requirements. COUNTY shall not be
16 liable to pay CITY Water Department or any other water purveyors for hydrant
17 installation, painting to COUNTY specifications, repair, maintenance, or rental
18 fees or any other related costs or expenses.
19

20 5. ROUTING OF EMERGENCY CALLS

21
22 (A) The immediate transference of 9-1-1 calls to COUNTY by CITY's Public
23 Safety Answering Point (PSAP) shall be performed on all fire, rescue,
24 hazardous materials, and emergency medical incidents without cost to
25 COUNTY. CITY shall be responsible for all costs associated with connecting
26 ring down circuits from its PSAP to COUNTY's circuit.
27

28 (B) COUNTY shall provide to CITY statistical response information reports
29 as reasonably requested. The criteria utilized in the preparation of such reports
30 shall be determined by CITY MANAGER and COUNTY's jurisdictional Deputy
31 Fire Chief.
32

33 6. SERVICE LEVEL

34
35 (A) Nothing in this Agreement precludes the future expansion, closure,
36 consolidation, or relocation of the fire stations referenced herein if such action is
37 mutually beneficial to and agreed upon by both CITY and COUNTY.
38

39 (B) Any agreed-upon adjustments in staffing may cause adjustments in the
40 determination of the Annual Fee.
41

42 (C) COUNTY will provide to CITY a minimum service level based on staffing
43 levels of three (3) Captains, three (3) Engineers and three (3) Firefighters (one
44 of each per shift) at Station Number 12 located at 800 South Curry Street, in
45 Tehachapi, California. A fourth and/or fifth on-duty person will be assigned,
46 subject to mutual agreement between CITY and COUNTY, and based on CITY
47 agreement to add cost of full reimbursement for these additional positions to
48 their annual allocated cost. The fire personnel assigned to these stations will

1 be comparably equipped and trained as other like positions within COUNTY
2 Fire Department. COUNTY will also provide such "backup" or additional service
3 as reasonably necessary in accordance with professional firefighting standards,
4 including but not limited to, those situations where firefighters assigned to
5 Station 12 are utilized outside CITY limits on emergencies.
6

7 (D) COUNTY agrees to establish and maintain a Reserve Firefighter
8 Program in CITY in accordance with the Program as adopted by the Board of
9 Supervisors and at an appropriate level as determined by the Fire Chief. This
10 program shall have members trained to respond to all types of emergencies.
11 Those members shall be capable of staffing a reserve engine. This engine will
12 not be a substitute for the initial response but as added manpower and
13 equipment.
14

15 (E) The Fire Station located within CITY shall normally receive move-up
16 coverage of at least one (1) Engine Company any time the station is committed,
17 or are expected to be committed, to emergency incidents for a period of thirty
18 minutes or more. Immediate move-ups shall be made whenever a confirmed
19 fire incident or other emergency occurs in CITY or unincorporated areas.
20

21 (F) Battalion Chief:

22
23 1. The City shall have twenty-four hour access by telephone and
24 pager (as well as any new technical development that would deliver the
25 same or superior message access as a telephone or pager) to a
26 Battalion Chief in order to provide Duty Chief coverage.
27

28 2. Any time the twenty-four hour Battalion Chief is committed to
29 other emergencies, the Department shall provide a Chief Officer to give
30 Duty Chief coverage.
31

32 3. A Battalion Chief shall perform full managerial functions for the
33 City Fire Station and normally visit the station in person no less than one
34 (1) time per day.
35

36 (G) Any request by CITY for increased Service Levels shall be
37 communicated to COUNTY no later than January 1st prior to implementation the
38 following fiscal year, subject to approval by COUNTY and in accordance with
39 Section 13 "POTENTIAL CHANGES IN SERVICE LEVEL" herein.
40

41 7. COST ALLOCATION METHODOLOGY

42 The Annual Fee in this Agreement is based upon CITY incorporated area boundaries and
43 service requirements. The methodology for cost allocation is based on:
44

45 (A) Direct Cost Per Capita Countywide - Direct Costs, determined by prior, prior
46 fiscal year actual expenditures for the fire department programs of Operations,
47 Fire Prevention, Arson Investigation, Hazardous Materials, Technical Rescue and
48 Reserves; plus an annual amortized apparatus/equipment replacement cost, are

1 divided by Total Protected Population - estimated by the department's GIS
2 Specialist through a methodology adopted by the Kern Council of Governments
3 (KemCOG) to determine a Direct Cost Per Capita Countywide; multiplied by
4

5 (B) Cities' Stations On-Duty Staffing Ratio – Total Cities' fire stations on-duty
6 staffing divided by the Fire Department's total on-duty staffing Countywide (this
7 accounts for the Availability of resources directly to the Cities to provide fire
8 protection services, and is used as the factor to discount the net costs allocated to
9 the Cities) which identifies the Cities' Direct Allocated Cost; added to
10

11 (C) Cities' Allocated In-direct Cost - determined by multiplying the Cities'
12 Allocated Direct Cost by the Fire Department's Prior, Prior Year In-direct billing
13 rate, which is calculated in accordance with OMB Circular A-87 and certified by
14 the Kern County Auditor-Controller-County Clerk;
15

16 (D) The Cities' Allocated Direct and In-direct Costs are then added together to
17 identify the Cities' Allocated Total Cost.
18

19 (E) Any Fire Fund property tax revenues, including any Fire Fund
20 Redevelopment Agency Agreement (RDA) revenues, collected within CITY and
21 retained by COUNTY Fire Department, and any "in-kind" payments made by CITY
22 on behalf of COUNTY, as agreed to by COUNTY and CITY (e.g. CITY purchases
23 and donates Rescue Engine to COUNTY for use in CITY'S Station) would then be
24 credited against the Cities' Allocated Total Cost to determine the resulting Net
25 Allocated Total Cost. Fees collected pursuant to Paragraph 10 herein shall not be
26 credited against the Cities' Allocated Total Cost.
27

28 8. COMPENSATION

29 CITY will compensate COUNTY for the performance of duties under this Agreement as
30 follows:
31

32 (A) The Net Allocated Total Cost for FY2007-08 (without additional on-duty
33 positions), beginning on July 1, 2007 and ending June 30, 2008, is \$0, based
34 on PPY actual direct costs for FY2005-06. Calculated Net Allocated Costs for
35 FY2007-08, based on FY2005-06 Actual Costs will be carried forward into
36 charges for FY2008-09, as described below.
37

38 (B) In order to approximate calculated Net Allocated Costs with a fixed
39 increase of 5.5% per year added to the prior year Net Allocated Total Cost, the
40 Net Allocated Total Cost for FY2008-09 and beyond are as follows:
41

- 42 1. The Net Allocated Total Cost for FY2008-09 is \$60,000;
- 43 2. The Net Allocated Total Cost for FY2009-10 is \$63,300;
- 44 3. The Net Allocated Total Cost for FY2010-11 is \$66,782; and
- 45 4. The Net Allocated Total Cost for FY2011-12 is \$70,454.
46

47 Any increases in costs necessitated or mandated by legislative or judicial decisions or
48 actions, or by CITY request for increases in service level, other than penalties or

1 damages due to negligence of COUNTY, shall be due in any fiscal year in which they
2 occur.

3
4 (C) Average Actual Salaries and Benefits Costs will be used as the basis for
5 costs to be billed to CITY for any additional personnel as requested by CITY, as
6 follows:

7
8 1. Alternative #1_ – One (1) additional on-duty Firefighter, equivalent to
9 adding three (3) Firefighter positions:

10	FY2007-08, based on Actual FY2005-06 Costs	\$303,644
11		
12		
13	FY2008-09, based on Estimated Actual FY2006-07 Costs	\$335,745
14	FY2009-10, based on Estimated Actual FY2007-08 Costs	\$377,625
15	FY2010-11, based on Estimated Actual FY2008-09 Costs	\$410,372
16	FY2011-12, based on Estimated Actual FY2009-10 Costs	\$454,590

17
18 (D) COUNTY shall be responsible for all costs and expenses incident to the
19 performance of the services for CITY, including but not limited to, all costs of
20 equipment provided by COUNTY, all fees, fines, licenses, bonds or taxes
21 required of or imposed against COUNTY and all other of COUNTY'S costs of
22 doing business. Except as expressly provided for herein, CITY shall not be
23 responsible for any expense incurred by COUNTY in performing services for
24 CITY.

25
26 9. FIRE FUND RETENTION

27 In the event CITY annexes additional areas from which COUNTY receives Fire Fund property
28 tax revenues, COUNTY shall continue to receive these Fire Fund revenues. Fire Fund
29 revenues collected within CITY'S incorporated area by COUNTY shall be applied against the
30 CITY'S allocated direct and indirect costs for the annual billing, as indicated in Section #6 –
31 "COST ALLOCATION METHODOLOGY".

32
33 10. BILLING & PAYMENT

34
35 (A) In consideration of the covenants contained herein, CITY shall pay to
36 COUNTY the costs specified in Section 7 "COST ALLOCATION
37 METHODOLOGY" and Section 8 "COMPENSATION" herein over the term of
38 the Agreement. The Kern County Fire Department shall, within thirty days of
39 the beginning of each calendar year quarter, invoice CITY on a quarterly basis
40 for one fourth of the amount to be paid annually. CITY shall pay COUNTY
41 within forty-five (45) days of receipt of the invoice. Invoices and general notices
42 shall be sent to CITY at:

43
44 City of Tehachapi
45 115 South Robinson Street
46 Tehachapi, CA 93561

1 Payments shall be sent to:
2

3 Kern County Fire Department
4 5642 Victor Street
5 Bakersfield, CA 93308
6

7 Either party shall notify the other in writing of an address change.
8

9 (B) Interest shall be added to any payment invoiced by COUNTY and that is
10 received by COUNTY after the due date (late payment). The interest rate on
11 any late payment shall be established as the pooled treasury rate as earned by
12 COUNTY, as of the first day payment is late. The period for computing this
13 interest shall commence the day following the payment due date and end the
14 date of receipt of payment by COUNTY. The interest payment shall be
15 computed as follows, Late Payment Interest Charge =
16

17
$$\frac{\text{No. of Days Late} \times \text{County Pooled Treasury Rate} \times \$ \text{ Amount of Payment}}{365 \text{ Days}}$$

18
19

20 (C) In the event that a billing/payment dispute arises between COUNTY and
21 CITY, the parties will negotiate in good faith to resolve the dispute and the
22 following procedures will be taken to resolve the dispute:
23

24 1. The dispute will be specified, in writing, and presented to
25 COUNTY jurisdictional Deputy Fire Chief if a CITY dispute, or to CITY
26 MANAGER if a COUNTY dispute, within thirty (30) days of the receipt of
27 a disputed invoice or disputed payment. CITY shall pay any disputed
28 invoice "under protest."
29

30 2. If COUNTY and CITY cannot fully resolve the dispute within ninety
31 (90) days of receipt of written notification of this dispute (impasse), the
32 impasse will be sent to an independent arbitrator for resolution. Said
33 arbitrator shall be selected jointly by CITY and COUNTY within forty-five
34 (45) days of impasse and shall be paid for equally by CITY and
35 COUNTY. If COUNTY and CITY cannot agree on an arbitrator, each
36 party shall, at its own expense, retain an arbitrator within thirty (30) days
37 after the jointly selected arbitrator should have been selected. These
38 two arbitrators will within thirty (30) days mutually select a third arbitrator.
39 The mutually agreed-upon arbitrator will resolve the matter within thirty
40 (30) days after his/her selection. COUNTY and CITY shall share equally
41 the cost of the third arbitrator. The arbitrator's resolution of the impasse
42 shall be final and binding.
43

44 If COUNTY prevails in arbitration, all money owed and not paid to COUNTY will
45 be forwarded to the mailing address identified in Section 10 "BILLING &
46 PAYMENT", herein, within thirty (30) calendar days from the date of the
47 issuance of the arbitrator's decision. In addition, CITY will be assessed and pay

1 the interest payment amount as calculated for an interest payment in Section
2 9(A) of this Agreement.

3
4 If CITY prevails in arbitration and has paid COUNTY the disputed amount, a
5 refund to CITY will be forwarded to the mailing address identified in Section
6 9(A), herein, within thirty (30) calendar days from the date of the issuance of the
7 arbitrator's decision. In addition, COUNTY will pay to CITY the interest as
8 calculated for an interest payment, as identified in Section 9(C) of this
9 Agreement.

10
11 **11. FEES**

12 All revenues generated from fees for services by COUNTY shall be COUNTY revenues.
13 Fees of any nature collected by CITY on behalf of COUNTY shall be passed-through to
14 COUNTY by CITY as COUNTY revenues. Excluding any State, Federal, or judicially
15 mandated programs or fees, CITY agrees that it shall either adopt fees for services in
16 amounts established by COUNTY for similar services to COUNTY residents or will pay to
17 COUNTY such fees, in whole or part, in lieu of imposing such fees on the citizens of CITY.
18 CITY shall be authorized to retain a five percent (5%) administrative charge for any fees
19 collected from the public on behalf of COUNTY. Any fees charged and collected by CITY
20 subsequent to the commencement date of service shall remain as revenues of CITY provided
21 that such fees are not identified as fees for services provided by COUNTY pursuant to this
22 Agreement. COUNTY shall be authorized to retain a five percent (5%) administrative charge
23 for any fees collected by COUNTY on behalf of CITY.

24
25 **12. COST RECOVERY**

26 In the event that an incident occurs within CITY while this Agreement is in effect during which
27 COUNTY may be required to deploy a substantial number of COUNTY apparatus and
28 personnel to such incident, COUNTY reserves the right to pursue cost recovery at its sole
29 discretion against the party that caused the incident but not against CITY. In the event CITY
30 were to pursue cost recovery for COUNTY resources deployed to such an incident, CITY
31 shall promptly pay to COUNTY all such COUNTY costs recovered by CITY less the cost of
32 CITY'S recovery efforts. Costs for COUNTY resources paid for by CITY through this
33 Agreement as detailed in Section 6(C) "SERVICE LEVEL" herein and deployed to such an
34 incident shall not be recoverable by COUNTY from CITY.

35
36 **13. POTENTIAL CHANGES IN SERVICE LEVEL**

37 If CITY initiates an increase in staffing levels at Station 12 during the term of this Agreement,
38 CITY and COUNTY will renegotiate the annual compensation paid to the COUNTY, provided
39 however, that no change in compensation paid to COUNTY will be effective until this
40 Agreement is modified in accordance with Section 6 "SERVICE LEVEL" herein.

41
42 **14. FIRE STATION EXPANSION/CONSTRUCTION**

43 During the term of this Agreement, CITY and COUNTY agree to commence discussions
44 regarding the need for any future expanded fire service throughout CITY based on CITY's
45 future plans. CITY and COUNTY agree to explore reasonable solutions for same, such that
46 the parties formulate a master plan to address future fire protection resource requirements,
47 including any future fire station construction projects or capital equipment acquisitions, and
48 the allocation of costs between CITY and COUNTY. It is the intent of both CITY and

1 COUNTY that the master plan developed would be documented in an agreement to be
2 approved by both CITY Council and COUNTY Board of Supervisors, as an Addendum to this
3 Agreement.
4

5 **15. TERM OF AGREEMENT**

6 The term of this Agreement shall commence upon execution of this Agreement and shall
7 continue in full force and effect for a period ending June 30, 2012, and unless otherwise
8 terminated, shall further continue for additional periods of five (5) years each. Following the
9 end of the fourth year of each five (5) year period, COUNTY will re-calculate billable Costs,
10 as identified in Section 7 – “Cost Allocation Methodology” and Section 8 – “Compensation”.
11 Net Allocated Total Costs, or Annual Fees, to be paid by CITY during the subsequent five (5)
12 year period will then be attached to the Agreement as an addendum.
13

14 In the event CITY or COUNTY chooses not to continue this Agreement for an additional five
15 (5) year period, written notice must be served on the other party at least three hundred sixty-
16 six (366) days prior to the expiration of the five (5) year period; and any such notice of
17 termination by COUNTY shall be served upon CITY by delivery of said notice either in person
18 or by registered mail to the CITY Clerk; any such notice of termination shall be served upon
19 COUNTY by delivery of said notice either in person or by registered mail to the Clerk of the
20 Board of Supervisors.
21

22 In the event this Agreement is terminated, all equipment, fire apparatus, personal property,
23 and supplies, contained in COUNTY fire station(s) shall remain the sole property of
24 COUNTY. Any unpaid costs allocated to CITY as of the effective date of the termination shall
25 be due and payable to COUNTY no later than the effective date of termination. Should a
26 credit be due CITY from COUNTY, a refund shall be paid to CITY no later than the effective
27 date of termination.
28

29 **16. MODIFICATIONS TO AGREEMENT**

30
31 (A) A review of the Agreement terms may be initiated at any time by either
32 party, upon written notice to the other, and modifications made to this
33 Agreement upon written consent of both parties, which consent shall not be
34 unreasonably withheld or delayed. The parties agree to negotiate in good faith
35 and deal fairly with respect to performance under this Agreement and to any
36 proposed modifications to this Agreement.
37

38 (B) This Agreement may be modified only in writing and with the approval of
39 both CITY and COUNTY.
40

41 **17. CITY RESOURCES**

42
43 (A) REAL PROPERTY - COUNTY has no interest in acquisition of the
44 existing CITY fire station.
45

46 (B) APPARATUS/EQUIPMENT - CITY agrees to transfer and convey all
47 right, title and interest to COUNTY in and to all apparatus and equipment as
48 determined by the following:

- 1
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9
1. COUNTY retains first right of refusal regarding any CITY owned fire apparatus and equipment;
 2. CITY shall receive credit for the lesser of the agreed to fair market value of equipment and apparatus or CITY'S adjusted basis (net cost) of the property and shall apply this credit equally over the initial agreement five (5) year period.

10 Estimated Value from Appraisal \$362,500.00¹

11
12 (C) PERSONNEL – In order to avoid the necessity of implementing lay-off
13 procedures, COUNTY agrees to accept as COUNTY employees those full-time
14 CITY Fire Department sworn employees who meet the minimum qualifications
15 and physical requirements that all COUNTY Fire Department sworn employees
16 must periodically meet for their respective employment classifications. Physical
17 requirements are identified in Fire Department Administrative procedure 104.42
18 *Health and Fitness Policy*. In addition, all CITY employees who wish to be
19 transferred to COUNTY service shall be required to consent to the release of
20 his or her CITY personnel records to COUNTY, and further consent to the
21 integration of such records in the employee's COUNTY personnel file.

22
23 1. CITY shall continue to pay for the costs of the employees until the
24 earlier of normal vacancies occurring in the Kern County Fire
25 Department or sixty (60) days from date of execution of this Agreement.

26
27 2. Each CITY Fire Department sworn employee who desires
28 COUNTY employment shall complete a COUNTY employment
29 application and cooperate fully in the pre-hiring process established by
30 the COUNTY. Qualifications of CITY employees will be reviewed by a
31 committee made up of the following:
32 COUNTY Deputy Fire Chief as assigned by the Fire Chief;
33 Representative of COUNTY Personnel Department; and
34 Representative of COUNTY Firefighters' Union
35 (hereafter "Committee").

36
37 The Committee identified above shall be responsible to determine COUNTY
38 employment eligibility of CITY employees and to recommend rank and salary
39 range and step at which they would become COUNTY employees.

40
41 3. Transferred employees shall become COUNTY employees at the
42 recommended rank and salary.

43
44 4. Subject to a future amendment to the March 27, 2007
45 Memorandum of Understanding between the COUNTY and the Kern
46 County Firefighters Union to be negotiated and finalized pursuant to the

¹ See Inventory

1 Meyers-Milias-Brown Act, COUNTY seniority date for transferred CITY
2 employees will be determined by CITY hire date.
3

4 5. Transferred CITY employees shall serve a probationary period in
5 accordance with Kern COUNTY Ordinance Code Section 3.04.060.J. (12
6 months for Firefighters, 6 months for Engineers and Captains). If a
7 transferring CITY employee fails probation and had been transferred to a
8 COUNTY classification of Engineer or Captain, the Committee shall
9 reconvene and determine whether to recommend placement in a lower
10 rank and salary range and step. If the Committee recommends a new
11 placement, an additional probationary period of the duration established
12 by the Kern County Ordinance Code shall be instituted for the re-ranked
13 CITY employee.
14

15 6. All transferring CITY employees shall be eligible for promotional
16 examinations in the COUNTY Fire Department once they have served
17 the prerequisite time in grade and other requirements for the next higher
18 rank.
19

20 7. CITY retains responsibility for all salary and accrued leave
21 balances and fringe benefits earned as CITY employees up until the time
22 of termination of CITY employment. CITY employees will be allowed to
23 transfer accrued leave balances to COUNTY employment as follows:
24

25 a. Vacation – up to a maximum of 96 hours (equivalent to 5.6
26 On-Duty Days (ODD));
27

28 b. Sick Leave – up to a maximum of 50% of the employee's
29 accrued Sick Leave balance
30

31 c. CITY shall be responsible for all payments to CITY employees
32 for any accrued leave balances not transferred to COUNTY; CITY
33 shall be responsible to pay COUNTY for leave balances
34 transferred to COUNTY employment under Sections 17 – C – 7 –
35 a and 17 – C – 7 – b above, calculated at COUNTY salary range
36 and step as determined for each of the employees in accordance
37 with Section 17 – C – 2 above. The amount owed County for
38 transfer of accrued leave balances are identified in Exhibit "B",
39 attached hereto and incorporated herein by reference.
40

41 8. In accordance with Section 17 – C – 2, and 3, the Committee has
42 completed their review of CITY employee qualifications and has recommended
43 that CITY employees be transferred to the COUNTY at the rank, and salary
44 (range and step) as provided in Exhibit B of this agreement.
45

46 9. COUNTY shall not assume any responsibility for personnel
47 benefits or CITY obligations accrued by CITY employees prior to the
48 commencement date of COUNTY service, except as expressly provided for in

1 this Agreement. CITY shall provide a waiver executed in favor of COUNTY for
2 said accumulated benefits by each CITY employee, in a form approved by
3 COUNTY, as a condition of employment by COUNTY. It is further understood
4 that employees subject to this Agreement shall become eligible for vacation,
5 sick, and holiday time while in COUNTY service only as provided in COUNTY's
6 Salary Ordinance, current applicable collective bargaining agreement, or as
7 designated in this Section 17 - (C).
8

9 **18. INDEMNIFICATION**

10
11 (A) Neither party will be liable to the other party for any damage, liability
12 claim or cause of action for damage to, or destruction of, property or for injury to
13 or death of persons arising solely from any act or omission of the other party's
14 officers, agents and employees.
15

16 (B) CITY will indemnify, hold harmless, and defend (upon the written request
17 of the COUNTY) COUNTY, its officers, employees, and agents from any and all
18 loss, damage, liability claim or cause of action of every nature whatsoever for
19 the physical damage to or destruction of property, including the property of
20 COUNTY or physical injury to or death of any person, including COUNTY'S
21 officers, employees or agents, which may arise out of any act or omission of
22 City, its officers, employees or agents.
23

24 (C) The COUNTY will indemnify, hold harmless and defend (upon the written
25 request of the CITY) the CITY, its officers, employees, and agents from any and
26 all loss, damage, liability, claim or cause of action of every nature whatsoever
27 for physical injury to or death of any person, including the CITY'S officers,
28 employees and agents, which may arise out of any act or omission of COUNTY,
29 its officers, employees or agents.
30

31 (D) The party against whom any claim arising from this Agreement is filed
32 will give prompt notice of the filing of the claim to the other party.
33

34 **19. WAIVER**

35 No waiver of a breach of any provision of this Agreement will constitute a waiver of any other
36 breach, or of such provision. Failure of the CITY or COUNTY to enforce at any time, or from
37 time-to-time, any provision of this Agreement will not be construed as a waiver thereof. The
38 remedies herein reserved will be cumulative and additional to any other remedies in law or
39 equity.
40

41 **20. PARTIAL INVALIDITY**

42 Should any part, term, portion, or provision of this Agreement be finally decided to be in
43 conflict with any law of the United States or the State of California, or otherwise be
44 unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions
45 will be deemed severable and will not be affected thereby, provided such remaining portions
46 or provisions can be construed in substance to constitute the agreement which the parties
47 intended to enter into in the first instance.
48

1 **21. ENTIRE AGREEMENT**

2 This Agreement contains the entire agreement of the parties relating to the rights herein
3 granted and the obligations herein assumed. Any oral representation or modification
4 concerning this Agreement will be of no force or effect excepting a subsequent modification in
5 writing, signed by both parties.
6

7 **22. COUNTY RECORDS**

8 At any time during normal business hours, upon the request of CITY, COUNTY will make
9 available for examination all of its existing records with respect to matters covered by this
10 Agreement for purposes of audit, examination, or to make copies of such records, exclusive
11 of confidential personnel files.
12

13 **23. NOTICES**

14 All notices required or permitted to be given pursuant to this Agreement may be personally
15 served on the other party by the party giving such notice or may be served by certified mail,
16 return receipt requested, to the following addresses:
17

18 COUNTY: County Fire Chief
19 5642 Victor Street
20 Bakersfield, CA 93308
21

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

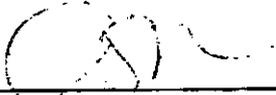
22 **24. CITY COUNCIL RESOLUTION**

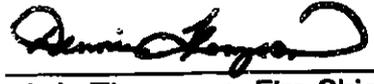
23 Concurrently with the execution of this Agreement by CITY, CITY Council will adopt its
24 resolution allowing the Fire Chief of COUNTY to exercise the powers and duties conferred
25 upon a City Fire Chief or City Fire Department personnel; a sample of said resolution is
26 appended hereto marked as Exhibit "A".

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IN WITNESS WHEREOF, CITY and COUNTY have caused this Agreement to be executed by their authorized agents.

APPROVED AS TO CONTENT:

By: 
Jason Caudle, City Manager
City of Tehachapi

By: 
Dennis L. Thompson, Fire Chief
Kern County Fire Department

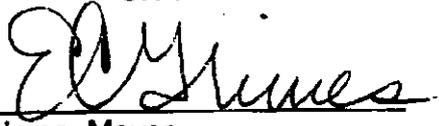
APPROVED AS TO FORM:

By: 
Thomas Schroeter, City Attorney
City of Tehachapi

By: 
Patricia Randolph, Deputy County Counsel
Kern County

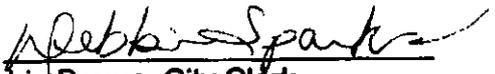
"CITY"

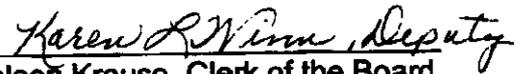
"COUNTY"

By: 
Ed Grimes, Mayor
City of Tehachapi

By: 
Don Maben, Chairman
Kern County Board of Supervisors

Attest:

By: 
Debbie Brown, City Clerk
City of Tehachapi

By: 
Kathleen Krause, Clerk of the Board
County of Kern

S A

MINUTES
TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING

Kern County Veterans Hall
125 East "F" Street

Monday, June 18, 2007 - 8:00 P.M.

ROLL CALL: TEHACHAPI CITY COUNCIL
Present: Mayor Grimes (seated at 8:00 p.m.), Council Members Beckham (seated at 8:00 p.m.), Smith (seated at 8:00 p.m.), and Vernon (seated at 8:00 p.m.).
Absent: Council Member Hand.

**ROLL CALL: TEHACHAPI REDEVELOPMENT AGENCY
TEHACHAPI PUBLIC FINANCING AUTHORITY AND
TEHACHAPI CITY FINANCING CORPORATION**
Present: Chairperson Grimes (seated at 8:00 p.m.), Board of Directors Beckham (seated at 8:00 p.m.), Smith (seated at 8:00 p.m.), and Vernon (seated at 8:00 p.m.).
Absent: Board Member Hand.

NOTE: Sm, Ha, Be, Ve and Gr are abbreviations for Council Members Smith, Hand, Beckham, Vernon and Mayor Grimes, respectively. For example, Ha/Sm denotes Council Member Hand 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

PLEDGE TO FLAG was led by Council Member Vernon.	
COUNCIL APPROVED WITHOUT ABSTENTIONS THE CONSENT CALENDAR, SUBJECT TO REMOVING ITEM *15.	Approved Consent Calendar, Subject To Removing Item *15. Ve/Sm Motion Carried 1 Ab: Ha
AUDIENCE ORAL COMMUNICATIONS	
1. General public comments regarding matters not listed as an agenda item were received from William Yonker, representing the VFW; Liz Fox, 1240 Arabian Drive, Tehachapi; John Tarver, City of Tehachapi resident; Adrienne Moore, President of Main Street; Charles White, Vice President of Main Street.	
CITY CLERK REPORTS	
*2. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.	All Ord. Read By Title Only Ve/Sm Motion Carried 1 Ab: Ha
*3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and the Tehachapi City Financing Corporation Special Meeting on 06/04/07 and Regular Meeting on 06/04/07 - COUNCIL APPROVED AND FILED.	Approved & Filed Ve/Sm Motion Carried 1 Ab: Ha
4. The Tehachapi City Council will consider appointing two members to the City of Tehachapi Airport Commission to fill vacancies created by Commissioners Gary S. Martin and Douglas M. Stone terms expiring on June 30, 2007. Applications were received from the following: John M. Ables, Kenneth R. Hetge, Kelvin H. Roskam, and Douglas M. Stone.	
MAYOR GRIMES DECLARED NOMINATIONS OPEN FOR THE APPOINTMENT OF ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION:	Mayor Opened Nominations
COUNCIL MEMBER VERNON NOMINATED DOUG STONE.	Vernon Nominated Stone
COUNCIL MEMBERS SMITH, VERNON, BECKHAM AND MAYOR GRIMES VOTED FOR DOUG STONE.	Smith, Vernon, Beckham, Grimes Voted For Stone
DOUG STONE WAS DECLARED A CITY OF TEHACHAPI AIRPORT COMMISSIONER, TERM EXPIRING JUNE 30, 2011.	Appointed Stone To Airport Commission
MAYOR GRIMES DECLARED NOMINATIONS OPEN FOR THE APPOINTMENT OF ONE MEMBER TO THE CITY OF TEHACHAPI AIRPORT COMMISSION:	Mayor Opened Nominations

**COUNCIL MEMBER VERNON NOMINATED KEN HETGE;
COUNCIL MEMBER SMITH NOMINATED KELVIN ROSKAM.**

Vernon Nominated
Hetge; Smith
Nominated Roskam

**COUNCIL MEMBERS VERNON, BECKHAM AND MAYOR
GRIMES VOTED FOR KEN HETGE; COUNCIL MEMBER
SMITH VOTED FOR KELVIN ROSKAM.**

Vernon, Beckham,
Grimes Voted For
Hetge; Smith Voted For
Roskam

**KEN HETGE WAS DECLARED A CITY OF TEHACHAPI
AIRPORT COMMISSIONER, TERM EXPIRING JUNE 30,
2011.**

Appointed Hetge to
Airport Commission

CITY MANAGER REPORTS

5. On November 6, 2006, the City of Tehachapi entered into an agreement with Emergency Services Consulting, Inc. (ESCI) to conduct a fire services analysis to evaluate the quantitative and qualitative costs and benefits of establishing its own fire department, maintaining the present status of fire protection between the County and the City, or utilizing an "all contract" approach to fire protection. On May 15, 2007, ESCI Consultant Ronny Coleman, City Manager Jason Caudle, Mayor Ed Grimes, Councilmember Linda Vernon, and Fire Chief Tim McLaughlin met with Kern County Fire Department Fire Chief Dennis Thompson and Deputy Chief Mike Cody to discuss and mutually agree upon language for the proposed contract - **PUBLIC COMMENTS WERE RECEIVED FROM JOHN TARVER, CITY RESIDENT; SOCORRO SCHMIDT, CITY RESIDENT; NICK SWHART, CITY RESIDENT; CARL GEHRICKE, 702 ANITA DRIVE, TEHACHAPI; JOHN SMITH, CITY RESIDENT; GLENN BAUMANN, CITY RESIDENT; JAMES ROBERTS, CITY RESIDENT. COUNCIL APPROVED THE DRAFT CONTRACT WITH KERN COUNTY FIRE, SUBJECT TO REVIEW AND APPROVAL BY CITY ATTORNEY.**

Approved The Draft
Contract With Kern
County Fire, Subject To
Review And Approval
By City Attorney
Sm/Ve Motion Carried
1 Ab: Ha

6. As you may recall, the City commissioned a study to evaluate the need for controlled intersections. Gary Hansen from Willdan will explain the details of the report and the need for additional traffic controls - **COUNCIL RECEIVED AND FILED; PRIORITIZED PROJECTS: MOUNTAIN VIEW AND VALLEY BOULEVARD; VALLEY BOULEVARD AND SNYDER AVENUE; DENNISON ROAD AND TEHACHAPI BOULEVARD; HIGHLINE ROAD AND TUCKER ROAD, AND A LEFT TURN SIGNAL AT CURRY STREET AND VALLEY BOULEVARD; AUTHORIZED STAFF TO DESIGN AND BID THE CONSTRUCTION OF THE HIGHEST PRIORITY PROJECTS.**

Authorized Staff To
Design And Bid The
Construction Of The
Highest Priority
Projects
Sm/Ve Motion Carried
1 Ab: Ha

7. As the Council will recall from previous discussions regarding the purchase of our police vehicles, the community expressed concerns that the City was unable to give local vendors preference. At that time, you directed Staff to prepare a change in policy which would allow for such preferential treatment - **COUNCIL INTRODUCED BY TITLE ONLY ORDINANCE NO. 07-06-891 AMENDING ORDINANCE NOS. 375, 543, 494, 522, AND 674 AND TEHACHAPI MUNICIPAL CODE SECTIONS 3.04.110 AND 3.04.120 AND ADDING SECTION 3.04.150 TO THE MUNICIPAL CODE RELATING TO PURCHASES OF SUPPLIES AND EQUIPMENT.**

Introduced By Title Only
Ord. No. 07-06-891
Amending Ord. Nos.
375, 543, 494, 522, & 674
& Tehachapi Municipal
Code Sections 3.04.110
And 3.04.120 & Adding
Section 3.04.150 To The
Municipal Code
Relating To Purchases
Of Supplies And
Equipment
Sm/Ve Motion Carried
1 No: Be
1 Ab: Ha

*8. Approval of an Agreement between Craig Waldram dba THS Jazz Band and the City of Tehachapi to provide entertainment for the Hotdog Festival on July 4, 2007, from 5:00 to 6:30 p.m. at Coy Burnett Field (Jacobsen Middle School) - **COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN CRAIG WALDRAM DBA THS JAZZ BAND AND THE CITY OF TEHACHAPI.**

Approved & Authorized
The Mayor To Sign The
Agreement Between
Craig Waldram DBA
THS Jazz Band And The
City Of Tehachapi
Ve/Sm Motion Carried
1 Ab: Ha

ACTION TAKEN

<p>*9. Approval of an Agreement between Peter Castanon dba Latin Magic Band and the City of Tehachapi to provide entertainment for the Hotdog Festival on July 4, 2007, from 2:00 to 4:00 p.m. at Coy Burnett Field (Jacobsen Middle School) - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN PETER CASTANON DBA LATIN MAGIC BAND AND THE CITY OF TEHACHAPI.</p>	<p>Approved & Authorized The Mayor To Sign The Agreement Between Peter Castanon DBA Latin Magic Band And The City Of Tehachapi Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>*10. Approval of an Agreement between the Tehachapi Community Orchestra and the City of Tehachapi to provide entertainment for the Hotdog Festival on July 4, 2007, from 7:00 to 9:00 p.m. at Coy Burnett Field (Jacobsen Middle School) - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE TEHACHAPI COMMUNITY ORCHESTRA AND THE CITY OF TEHACHAPI.</p>	<p>Approved & Authorized The Mayor To Sign The Agreement Between The Tehachapi Community Orchestra And The City Of Tehachapi Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>*11. Approval of an Agreement between Alexander Longrifle and the City of Tehachapi to provide entertainment for the Hotdog Festival on July 4, 2007, from 11:00 a.m. to 1:00 p.m. at Central Park in Tehachapi - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN ALEXANDER LONGRIFLE AND THE CITY OF TEHACHAPI.</p>	<p>Approved & Authorized The Mayor To Sign The Agreement Between Alexander Longrifle And The City Of Tehachapi Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>*12. Approval of an Agreement between Cheryl Ruiz dba Kiddie Amusements and the City of Tehachapi to provide Two (2) Bounce Houses, One (1) Three-in-One, One (1) Obstacle Course and One (1) Rock Wall for the Hotdog Festival on July 4, 2007, from 11:00 a.m. to 5:00 p.m. at Central Park in Tehachapi - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN CHERYL RUIZ DBA KIDDIE AMUSEMENTS AND THE CITY OF TEHACHAPI.</p>	<p>Approved & Authorized The Mayor To Sign The Agreement Between Cheryl Ruiz DBA Kiddie Amusements And The City Of Tehachapi Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>*13. Approval of an Agreement between John Lunsford and the City of Tehachapi to provide a full concert sound system for the bands at the Hotdog Festival on July 4, 2007, from 8:00 a.m. to approximately 4:30 p.m. at Central Park in Tehachapi - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN JOHN LUNSFORD AND THE CITY OF TEHACHAPI.</p>	<p>Approved & Authorized The Mayor To Sign The Agreement Between John Lunsford And The City Of Tehachapi Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>*14. Approval of an Agreement between Pacific West Sound, Inc., and the City of Tehachapi to provide a full concert sound system for bands and Orchestra at the Hotdog Festival on July 4, 2007, from 10:00 a.m. to approximately 9:30 p.m. at Coy Burnett Field (Jacobsen Middle School) - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN PACIFIC WEST SOUND INC. AND THE CITY OF TEHACHAPI.</p>	<p>Approved & Authorized The Mayor To Sign The Agreement Between Pacific West Sound Inc. And The City Of Tehachapi Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>15. R.V. Peddler, Inc., has requested the use of the City streets in Capital Hills for the sole purpose of displaying and selling recreational vehicles. R.V. Peddler is the same group who came to Tehachapi in 2005. The streets will be closed for the entire event. The agreement also specifies insurance requirements and R.V. Peddler's compliance with our Special Event Permit process - COUNCIL APPROVED AND AUTHORIZED THE MAYOR TO SIGN THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND R.V. PEDDLER, INC., SUBJECT TO APPROVAL BY BUSINESSES IN CAPITAL HILLS AND CHANGING THE DATES TO START EITHER BEFORE OR AFTER THE FOURTH OF JULY.</p>	<p>This Item Was Removed From The Consent Agenda Approved & Authorized The Mayor To Sign The Agreement Between The COT & R.V. Peddler, Inc., Subject To Approval By Businesses In Capital Hills & Changing The Dates To Start Either Before Or After The Fourth Of July Ver/Sm Motion Carried 1 Ab: Ha</p>
<p>ASSISTANT CITY MANAGER</p>	
<p>*16. The City of Tehachapi has recently applied for grant money to purchase a 2007 GEM Electric vehicle in order to replace a currently owned 1973 Ford F-150. After review of the City's proposal, the Kern County Air Pollution Control District has</p>	<p>Approved & Authorized The City Manager To Sign Agreement Between The COT & KCAPCD For 2007 Gem</p>

ACTION TAKEN

<p>approved 90% of allowed costs up to a maximum of \$18,000 – COUNCIL APPROVED AND AUTHORIZED THE CITY MANAGER TO SIGN AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KCAPCD FOR 2007 GEM ELECTRIC VEHICLE.</p>	<p>Electric Vehicle Ve/Sm Motion Carried 1 Ab: Ha</p>
<p>17. The City of Tehachapi has recently identified the need to revisit the current water connection fee of \$2,521 established October 2004. Several additional infrastructure improvements will be needed in the coming years to accommodate development. As such, the attached report addresses the potential of these improvements in conjunction with summarizing potential development. The resulting proposed fee is calculated at \$6,780 per equivalent dwelling unit (single family residence) – COUNCIL AUTHORIZED THE CITY CLERK TO ADVERTISE FOR A PUBLIC HEARING.</p>	<p>Authorized The City Clerk To Advertise For A Public Hearing</p>
<p>FINANCE DIRECTOR</p>	
<p>18. Disbursements Bills and Claims for 06/05/07 – 06/18/07 – COUNCIL AUTHORIZED PAYMENTS.</p>	<p>Authorized Payments Ve/Sm Motion Carried 1 Ab: Ha</p>
<p>19. PUBLIC HEARING – Regarding the adoption of the dissolution report for the recently dissolved Community Facilities District No. 89-1 and the authorization to issue refund checks to those property owners determined to have overpaid their pro rata share of special taxes – THIS MATTER IS CONTINUED TO THE REGULAR MEETING OF JULY 16, 2007.</p>	<p>NAT</p>
<p>20. As part of the budget process, members of the community have submitted requests for funding to be considered by the City Council. The following written requests have been made: \$75,000 grant for Main Street Tehachapi in order to offset operating costs, \$29,250 for the Tehachapi Senior Center for a variety of projects including roof repair, cooling system, new carpeting, replacement of ceiling tiles, ice machine, and repair/replacement of sprinkler system. In addition, the City Council held meetings on the Budget and Preliminary Budget for Fiscal-Years 2007/2008 through 2011/2012, at which time the Budget and Preliminary Budget were modified, revised, corrected, and amended. At this time the Council wishes to adopt the Budget for Fiscal Years 2007/2008 through 2011/2012 – COUNCIL IDENTIFIED REQUESTS FOR FUNDING TO BE PLACED IN THE BUDGET FROM MAIN STREET TEHACHAPI, TEHACHAPI SENIOR CENTER (CONTINGENT UPON SIGNING OF LEASE), BASKET WEAVING, THE CHAMBER OF COMMERCE, CONCERTS IN THE PARK AND RELAY FOR LIFE; COUNCIL ADOPTED RESOLUTION NO. 22-07, APPROVING AND ADOPTING THE CITY OF TEHACHAPI'S BUDGET (EXCEPT THE BUDGET FOR CAPITAL PROJECTS FUNDS) FOR THE FISCAL YEAR 2007/2008, THE PRELIMINARY BUDGET FOR FISCAL YEARS 2008/2009, 2009/2010, 2010/2011, AND 2011/2012, AND THE BUDGET FOR THE CAPITAL PROJECT FUNDS FOR FISCAL YEARS 2007/2008, 2008/2009, 2009/2010, 2010/2011, AND 2011/2012.</p>	<p>Identified Requests For Funding To Be Placed In The Budget From Main Street Tehachapi, Tehachapi Senior Center (Contingent Upon Signing Of Lease), Basket Weaving, The Chamber Of Commerce, Concerts In The Park And Relay For Life; Adopted Res. No. 22-07, Approving And Adopting The City Of Tehachapi's Budget (Except The Budget For Capital Projects Funds) For The Fiscal Year 2007/2008, The Preliminary Budget For Fiscal Years 2008/2009, 2009/2010, 2010/2011, And 2011/2012, And The Budget For The Capital Project Funds For Fiscal Years 2007/2008, 2008/2009, 2009/2010, 2010/2011, And 2011/2012 Sra/Ve Motion Carried 1 Ab: Ha</p>
<p>21. The Board of Directors of the Tehachapi Redevelopment Agency held public meetings on the preliminary five-year Budget for Fiscal-Year 2007/2008 through 2011/2012, at which time said preliminary Budget was modified, revised, corrected, and amended, and the Board wishes to adopt the Budget for Fiscal Years 2007/2008 through 2011/2012 – COUNCIL ADOPTED RESOLUTION NO. 01-07, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR 2007/2008 AND PRELIMINARY BUDGET FOR FISCAL YEARS 2008/2009, 2009/2010, 2010/2011, AND 2011/2012.</p>	<p>Adopted Res. No. 01-07, Approving And Adopting The Budget For The Fiscal Year 2007/2008 And Preliminary Budget For Fiscal Years 2008/2009, 2009/2010, 2010/2011, And 2011/2012 Ve/Sm Motion Carried 1 Ab: Ha</p>

COUNCIL MEMBER ANNOUNCEMENTS AND REPORTS

On their own initiative, a Council Member 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))

1. Council Member Beckham asked for an update regarding security measures for City Hall; he also asked if there will be an internal review board for the Police Department.
2. Council Member Smith wanted to assure that the Police Department is aware of traffic concerns in Capital Hills on July 4th.
3. Council Member Vernon stated that there is a need for informing the public and starting discussions about the proposed ½ cent sales tax increase.
4. Mayor Grimes announced that he would be attending the Kern County Policy Maker's Forum along with the City Manager and Police Chief on July 9, 2007.

CLOSED SESSION

1. Approval of Minutes of Closed Sessions on June 4, 2007.
2. Conference with real property negotiator (City Manager) regarding price and terms of payment for the real property, described as Assessor's Parcel Numbers: 223-560-06, 223-560-07, 223-560-08, 223-560-10, 223-560-11, 223-560-12, and 415-012-15, pursuant to Government Code Section 54956.8.
3. Conference with real property negotiator (City Manager) regarding the price and terms of payment for lease of Airport property.

Mayor Grimes called the meeting back into regular session and reported that action was taken in Closed Sessions as follows:

1. Approval of Minutes of Closed Session on June 4, 2007.

ADJOURNMENT

The City Council/Boards adjourned at 10:30 p.m. to a Tehachapi City Council, Tehachapi Redevelopment Agency, Tehachapi Public Financing Authority and the Tehachapi City Financing Corporation Regular Meeting to be held on Monday, July 2, 2007, at 6:00 p.m.

DEBBIE SPARKS
Tehachapi City Clerk

Approved this 2nd day
of July 2007

ED GRIMES, Mayor
of the City of Tehachapi, California

Approved Closed
Session Minutes
Su/Vs Motion Carried
1 Ab: He

Adj. At 10:30 P.M.
Vn/Sen Motion Carried
1 Ab: He

San Bernardino County Fire Department / Tehachapi City Fire Department

PROPOSED TRANSFER OF EMPLOYEES / RANK AND PAY

Name	Current City Rank	Proposed County Rank	Current City Salary	Proposed County Salary	County Salary Range	County Salary Step	Accrued Benefits Transferred to County	Vacation	Sick Leave	County Hourly Rate	County Benefit Rate	Total Hourly Cost	Extended Cost
Greg Perpich	Captain	Firefighter - E	\$4,485	\$4,837	58.2	E	169.00	96.00	140.00	\$19.86	7.65%	21.38	\$5,666.86
Ryan Backes	Captain	Firefighter - E	\$4,485	\$4,837	58.2	E	169.00	96.00	140.00	\$19.86	7.65%	21.38	\$5,046.54

EXHIBIT C

Fire Safety Education and Community Events Programs

It is the intent of this Exhibit to provide guidelines for fire safety education and community events. The Kern County Fire Department shall provide personnel and fire-related services for the City of Tehachapi, including, but not limited to, the following list of programs and events on at least an annual basis:

Fire Prevention Week - Fire Department Open House

- Conducted by station personnel with assistance from the Fire Prevention Officer and Fire Prevention Staff, if necessary.

Fire Safety Day Events

- Display of fire apparatus and/or fire safety trailer with distribution of fire safety literature.

Chamber of Commerce Business Fairs or Events

- Display of fire apparatus and/or fire safety trailer with the distribution of fire safety literature.
- Attendance at Chamber of Commerce events.

School Poster Contest

- The Kern County Fire Department conducts a poster contest using a fire or life-safety theme at the elementary schools who wish to participate. The contest culminates in an awards ceremony with individual, school and overall winners receiving prizes and recognition. All coordination will be through the Greater Tehachapi Fire Safe Council.

Fire Station Tours

- Tours of the fire station are to be conducted by request and provided by firefighters at the station.

Home Fire Inspection Program

- The Kern County Fire Department shall conduct residential fire inspections as requested by home owners. All requests shall be performed by firefighters at the station.

Bicycles Safety Program

- The Kern County Fire Department shall assist the Recreation Department and the California Highway Patrol with all events.

"Every 15 Minutes" Program

- The California Highway Patrol sponsors the "Every 15 Minutes" program for high school juniors and seniors every other year. The Kern County Fire Department will assist this agency with all necessary supplies and manpower for the event.

Community Emergency Response Teams

- The Kern County Fire Department shall support all organized CERT teams with FEMA approved training. The Kern County Fire Department will assist in supporting these teams with equipment.

Reporting Requirement

The Kern County Fire Department shall provide annual reporting of activity completed in fire safety education and community events.

EXHIBIT D

Fire Prevention and Plan Checking Activities

It is the intent of this Exhibit to provide guidelines and performance standards as they relate to plan check and building inspections as identified:

- Pick up, review, make necessary comments and return all development review items to the City within twelve (12) business days, unless a longer period is granted by the City;
- Pick up, review, make necessary comments and return all building plans check to the City within twelve (12) business days, unless a longer period is granted by the City;
- Complete all Performance Testing and Final Inspections for all new construction within two (2) business days of notification by the City; and
- Inspect all new business locations within two (2) business days after notification by the City.

Meetings, Conference and Counter Personnel:

The County shall provide the following meeting, conference and counter personnel services to the City:

- As requested by the City, participate in meetings concerning development review, plan check and community development;
- As requested by the City on a two (2) working-day notice, meet at City Hall with City Staff, developers, or members of the public;
- Must be available by phone as needed to City Staff or developers or members of the public;
- As requested by the City, provide personnel for counter time at City Hall; and
- Return all phone calls promptly.

Advise and Consult Regarding Ordinances, Codes, and Regulations:

The COUNTY shall provide to the City technical information, advice and recommendations pertaining to the enactment, amendment, repeal and enforcement of fire and safety related Ordinances and Regulations.

Qualified COUNTY representatives will attend meetings, conferences and hearings with the City Council, Boards, Commissions, Committees, officials and employees as requested by the City Manager.

The Kern County Fire Chief, or his/her representative, shall attend all City Council, City Staff meetings, and Community Development meetings, as requested by the City Manager.

The COUNTY shall assist the City in updating its fire-related Codes, Ordinances and Regulations, and make recommendations on changes and/or amendments to the City, and review fees and changes related to Kern County Fire Department services under this section.

All recommended changes in fees shall be discussed with the City Manager before any required City Council meeting in order to allow for a full and complete presentation to the City Council.

Enforcement of Fire Safety Regulations:

The COUNTY shall provide enforcement of the City Municipal Code and any other fire safety provisions of said Code, and as such, may be amended from time to time, as well as fire and safety related Resolutions and Ordinances of the City, and Regulations and requirements of the state or federal governments, or other regulatory bodies or agencies having jurisdiction over the geographical area of the City.

Notwithstanding the COUNTY'S primary duty to enforce fire safety regulations within the City, the City Council shall have final authority to decide disputes pertaining to the Fire Code requirements for the City, except as otherwise required by the California Fire Code.

Nuisance Abatement:

The COUNTY shall cooperate with the City's Code Enforcement Official and the Greater Tehachapi Fire Safe Council.

The COUNTY will use the City's Municipal Code.

The COUNTY shall annually inspect all vacant lots and properties in the City for compliance with the City's Municipal Code.

The COUNTY shall, as soon as practical, notify the City's Code Enforcement Official of properties not in compliance with the applicable Code section.

The City shall provide all noticing, enforcement and abatement of violations, and the County shall make to the City an annual report of property inspections.

Fire Lanes and Building Exits:

The Kern County Fire Department shall be responsible for enforcing fire lane and building exit requirements in conjunction with the City's Chief Building Official.

Compliance with Title 19, CCR

Plan check and approve or disapprove all building, electrical, and plumbing plans for all occupancies covered by Chapter 1 of Title 19 of the California Code of Regulations before a building permit is issued by CITY and construction started;

Plan check and approve or disapprove any changes in approved plans on all the above described occupancies for new construction, alterations to existing buildings, and any changes of occupancy;

Make joint final inspection with building inspection personnel of CITY on all of the above described occupancies. No certification of lights, gas, or occupancy shall be issued nor business license granted until joint approval by COUNTY and CITY after joint final inspection.

Reporting Requirement

The Kern County Fire Department shall provide a report to the City Manager on fire prevention and plan checking activities.

EXHIBIT E

Reporting of Response Performance

It is the intent of this Exhibit to provide reporting requirements to evaluate the effectiveness of emergency operations responses.

The Kern County Fire Department shall report on its performance of arriving on a scene of an emergency incident within seven (7) minutes or less (6 min 59 sec) from the time that the company is first enroute. The Kern County Fire Department shall report on its performance of arriving at the scene of a non-emergency incident within ten (10) minutes or less. The department shall report its performance at the ninety-percent (90%) level for all emergency incidents.

In multiple company incidents, the Kern County Fire Department shall report on its performance of arriving at the scene of an emergency incident within seven (7) minutes or less from the point of being enroute,

The remaining units in the first alarm assignments shall report on its performance of arriving at the scene of the incident within fifteen (15) minutes or less from the time that the first expected Engine Company is dispatched, for ninety-percent (90%) of all such incidents.

The following data on response will be provided to the City Manager within thirty (30) days of the calendar quarter in which the response occur.

- Total number of calls handled by Engine 12
- Total number of calls within Tehachapi City boundaries
- Performance of the department on travel time at the 90th percentile.
- Performance of the department for the concentration of resources on a first alarm assignment at the 90th percentile.
- Number of calls handled by stations other than Station 12

At such times the City makes changes to service levels within the City, existing response time standards will be evaluated and validated in light of the new service levels. New response time standards shall be developed and agreed to by the City Manager and the Kern County Fire Department.

EXHIBIT F

Fire Hydrant Maintenance

It is the intent of this Exhibit to provide guidelines for the effective maintenance of fire hydrants and other water supply resources. The following relationship shall be further specified in the form of an annually updated Letter of Working Agreement between the Tehachapi Public Works Department and the Kern County Fire Department.

Each of the fire hydrants in the City of Tehachapi shall be painted (along with any protective posts) by City's Public Works personnel on a rotational basis, but no less frequently than one (1) time every three (3) years.

All hydrants in the City of Tehachapi shall be inspected, have all visually and operationally obstructing vegetation removed, caps replaced as necessary, and outlets lubricated and packed on an annual basis. Such work shall be performed by Kern County Fire Department personnel, and all related material costs shall be paid through this Agreement.

The Kern County Fire Department shall perform all necessary hydrant flow tests and related calculations, and shall maintain all test records for City hydrants. The Kern County Fire Department shall only perform such tests after sending a written request to the City of Tehachapi's Public Works Department and receiving written consent from said Public Works Department.

The Kern County Fire Department shall inform the City of Tehachapi and the City's Public Works Department of any major fire hydrant repairs deemed necessary. Such notification shall be written and sent as soon as practical once the Kern County Fire Department has knowledge of such necessary repairs.

All necessary correspondence to the City of Tehachapi shall be addressed to the following:

**City of Tehachapi, Public Works Department
Attn: Steve Minton
800 Enterprise Way
Tehachapi, California 93561**

EXHIBIT G

Fire Department Personnel

It is the intent of this Exhibit to provide guidelines and specification for the transfer of employees from the Tehachapi Fire Department to the Kern County Fire Department.

The listed Tehachapi City Fire Department personnel will be transitioned into the Kern County Fire Department as Firefighters "E" step. This is at each of their written requests. The new employees are:

- (1) Greg Perpich
- (2) Ryan Backes
- (3) The new Firefighters will be required to pass a twelve (12) month probationary process.
- (4) The new Firefighters will be required to train, participate in, and successfully complete, monthly training goals. Said goals will be accompanied by mandatory monthly training sessions that will be held in conjunction with existing Fire Academy cadet training.
- (5) The training sessions will assist in enabling the new Firefighters to learn, to the best of their ability, the requirements of a Firefighter in the Kern County Fire Department.
- (6) New firefighters will participate in twelve (12) monthly training sessions.
- (7) The new Firefighters will be evaluated by use of the County's Employee Performance Report at three (3) month, six (6) month, nine (9) month, and twelve (12) month intervals.
- (8) A goal program that is yet to be established will also be administered to assist in the transition process.
- (9) As probationary employees, the above listed Firefighters will be assigned to a fire station in the County-served Bakersfield metropolitan area for a minimum of three (3) months, then transferred to a Wildland area fire station for a period of at least three (3) months. The remaining time period, up to six (6) months will be spent at a pre-selected fire station for further training at the discretion of the appropriate KCFD Deputy Chief with assigned shift responsibility.
- (10) For the duration of the probationary period (12 months) the new Firefighters will not have seniority transfer (bid) rights. Upon successful completion of the probationary period such rights will be granted.

EXHIBIT H

Equipment

It is the intent of this Exhibit to provide detail on apparatus and equipment to be transferred to the Kern County Fire Department from the Tehachapi Fire Department.

The existing Tehachapi Equipment will be transferred to the Kern County Fire Department with the following assigned values:

- (1) Tehachapi Fire Engine 1
2001 West Mark / HME
34, 091 miles

Value without equipment:	\$165,000
Equipment value:	<u>\$ 35,000</u>
Total Estimated Value:	\$200,000

- (2) Tehachapi Fire Patrol 1
2005 West Mark / Ford F550
5,300 miles

Value without equipment:	\$86,000
Equipment Value:	<u>\$ 4,000</u>
Total Estimated Value:	\$90,000

- (3) The transfer of the fire safety trailer will be included in the transition. No value is assigned as the trailer is assumed to have been purchased with grant funds.

Total value of apparatus and equipment to be acquired by Kern County: \$290,000.

All titles of said equipment shall be transferred to County of Kern within thirty (30) days of final acceptance of agreement.