

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, October 19, 2015 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

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TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, October 19, 2015- 6:00 P.M. - PG. 2**

2. Mayor to present a Certificate of Recognition to Patrick Sweeney

3. As a wrap up to the 2nd Annual Granfondo, the City of Tehachapi would like to take the time to officially recognize the many service groups and organizations who helped make the event possible. The Mayor will present Certificates of Appreciation and a donation to each of the following:
 - **American Legion Post 221**
 - **Bear Valley Springs & Sand Canyon FOR-CERT**
 - **Bear Valley Springs Volunteers in Police Service**
 - **Bike Bakersfield**
 - **CHP Mojave Area Senior Volunteer's**
 - **Desert Search and Rescue Unit**
 - **Golden Hills & Tehachapi City FOR-CERT**
 - **Kern County Sheriff's Explorers Post 519**
 - **Kern County Sheriff's Reserves**
 - **Kiwanis Club of Tehachapi**
 - **Stallion Springs CERT**
 - **Stallion Springs CSU**
 - **Tehachapi Citizen Service Unit**
 - **Tehachapi Lions Club**
 - **Tehachapi Mountain Search & Rescue**
 - **Tehachapi Police Department Explorers**
 - **Tehachapi Police Department Volunteers in Police Service**
 - **Tehachapi Valley Wrestling Club**
 - **Tehachapi Tourism Commission**

4. Mayor to recognize the Tehachapi Granfondo King of the Mountain, Cory Lockwood

5. 2nd Annual Tehachapi Granfondo Cycling Event Recap – **VERBAL REPORT**

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 63-15
Tehachapi City Council Unassigned Ord. No. 15-11-730
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 02-15
Tehachapi Public Financing Authority Unassigned Res. No. 01-15

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

- *7. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 5, 2015 – **APPROVE AND FILE**

- *8. Trunk or Treat Special Event Application for October 31, 2015 in downtown – **APPROVE THE MAIN STREET TEHACHAPI TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
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Monday, October 19, 2015- 6:00 P.M. - PG. 3

FINANCE DIRECTOR REPORTS

- *9. Disbursements, bills, and claims for October 5, 2015 through October 13, 2015 – **AUTHORIZE PAYMENTS**
- *10. City of Tehachapi Treasurer’s Report through September, 2015 – **RECEIVE REPORT**
- *11. Dispatch service and server virtualization equipment resolution and lease-purchase agreement – **ADOPT A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT, AND ESCROW AGREEMENT AND EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF A 911 SYSTEM, CITY HALL SERVER AND CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION**

DEVELOPMENT SERVICES DIRECTOR REPORTS

- 12. Ordinance amending the Zoning Code to reflect minor edits as identified by staff during normal day-to-day operations – **INTRODUCTION ONLY**

CITY MANAGER REPORTS

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

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

CLOSED SESSION

- 1. Conference with legal counsel re: claim filed by the Kern Community College District per Government Code Section 54956.9(d)(2).

ADJOURNMENT



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: OCTOBER 19, 2015 AGENDA SECTION: ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: OCTOBER 14, 2015

SUBJECT: TEHACHAPI GRANFONDO CYCLING EVENT RECAP

BACKGROUND

As the Council is aware, the City of Tehachapi recently hosted the 2nd Annual Tehachapi GranFondo presented by Kaiser Permanente. By the surveys, emails and Facebook comments the City received the ride was another huge success. Over 1,000 registered participants enjoyed the ride, which was a 40% increase from last year.

The Tehachapi GranFondo gives us an opportunity to not only offer a fun and healthy event for our community, but it also exposed Tehachapi to hundreds of visitors. This year's event hosted visitors from 4 countries, 9 states and 142 different cities. Our hotels were at 75 percent occupancy, which according to the hotel operators is more than double on normal weekend occupancy. Many Tehachapi families also hosted relatives for the weekend.

FISCAL IMPACT

The Tehachapi GranFondo is self-supporting. The revenues from sponsorship (\$42,500) and participants (\$68,079.53) paid all the costs (\$110,174.20) associated with the event including donations of over \$20,000 to local public safety and non-profit groups in Tehachapi. The benefit to local Tehachapi businesses is also beneficial to our community. We spent \$29,662.18 with 19 local Tehachapi businesses for shirts, food and event supplies, not to mention the revenues made from hotel stays, trips to restaurants and gas stations.

RECOMMENDATION

Receive Presentation



MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, October 5, 2015 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Tori Marsh</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, and Wahlstrom</p> <p>Absent: Council Member Smith</p> <p><u>INVOCATION</u></p> <p>By Myke Little, Elder at First Baptist Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Mayor Pro Tem Nixon</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. None received 2. Mayor presented a Certificate of Youth Recognition to the Miss Greater Central Valley and Miss Tehachapi Queens 3. Mayor presented a Certificate of Recognition to Wes Claire 	<p>Approved Consent Agenda Gr/Ni Motion Carried Ab Sm</p>
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ACTION TAKEN

4. Oath of Office and Badge Pinning Ceremony held for Tehachapi Police Department new officers William Funderburk, Alejandro Barajas, Elizabeth Alvarez, Bruce Medina and Jonathan Vielma

CITY CLERK REPORTS

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

All Ord. Read By Title Only

*6. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on September 21, 2015 - **APPROVED AND FILED.**

Approved & Filed
 Gr/Ni Motion Carried
 Ab Sm

*7. Destruction of Records – **ADOPTED RESOLUTION 60-15 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY THE CITY CLERK AND CITY ATTORNEY**

Adopted Resolution 60-15
 Authorizing The Destruction Of
 Certain City Records Subject To
 Approval By The City Clerk And
 City Attorney
 Gr/Ni Motion Carried
 Ab Sm

*8. Tehachapi High School Homecoming Parade Special Event Application – **APPROVED TEHACHAPI HIGH SCHOOL'S HOMECOMING PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

Approved Tehachapi High
 School's Homecoming Parade
 Special Event Application And
 Associated Street Closures
 Gr/Ni Motion Carried
 Ab Sm

FINANCE DIRECTOR REPORTS

*9. Disbursements, bills and claims for September 24, 2015 through September 29, 2015 – **AUTHORIZED PAYMENTS**

Authorized Payments
 Gr/Ni Motion Carried
 Ab Sm

10. Financing for dispatch service start-up cost and server virtualization – **FINANCE DIRECTOR HANNAH CHUNG GAVE STAFF REPORT; APPROVED THE SERVER VIRTUALIZATION PROJECT; APPROVED THE AGREEMENT WITH HOLMAN CAPITAL CORPORATION FOR LEASE PURCHASE FINANCING (SEVEN-YEAR TERM) SUBJECT TO APPROVAL OF THE CITY ATTORNEY AND AUTHORIZED THE FINANCE DIRECTOR TO PROCEED WITH FINANCING PROCESSES**

Approved The Server
 Virtualization Project; Approved
 The Agreement With Holman
 Capital Corporation For Lease
 Purchase Financing (Seven-Year
 Term) Subject To Approval Of
 The City Attorney And
 Authorized The Finance Director
 To Proceed With Financing
 Processes
 Ni/Wa Motion Carried
 Ab Sm

DEVELOPMENT SERVICES DIRECTOR REPORTS

11. East Tehachapi Traffic Signal and Street Improvements Project bid award – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; AWARDED THE EAST TEHACHAPI TRAFFIC SIGNAL AND STREET IMPROVEMENTS PROJECT TO CAL PRIME, INC. IN THE AMOUNT OF \$1,346,000.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$67,300.00)**

Awarded The East Tehachapi
 Traffic Signal And Street
 Improvements Project To Cal
 Prime, Inc. In The Amount Of
 \$1,346,000.00 And Authorized
 The City Manager To Approve
 Any Necessary Change Orders
 Up To A Maximum Of 5% Of The
 Original Contract (Or \$67,300.00)
 Gr/Ni Motion Carried
 Ab Sm

ACTION TAKEN

12. Notice of Completion for the Curry Street Median and Pinon Street Improvement Project – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE NOTICE OF COMPLETION FOR THE CURRY STREET MEDIAN AND PINON STREET IMPROVEMENT PROJECT AND DIRECT STAFF TO RECORD SAME**
13. Annexation No. 84 property tax exchange Memorandum of Understanding regarding a tax mechanism for the Kern County Fire fund – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; ADOPTED RESOLUTION 61-15 APPROVING THE EXCHANGE OF PROPERTY TAX REVENUES UPON LOCAL AGENCY JURISDICTIONAL CHANGE: CITY OF TEHACHAPI ANNEXATION NO. 84 (LAFCO PROCEEDING NO. 1684)**

Approved The Notice Of Completion For The Curry Street Median And Pinon Street Improvement Project And Direct Staff To Record Same
 Ni/Gr Motion Carried
 Ab Sm

Adopted Resolution 61-15 Approving The Exchange Of Property Tax Revenues Upon Local Agency Jurisdictional Change: City Of Tehachapi Annexation No. 84 (LAFCO Proceeding No. 1684)
 Gr/Ni Motion Carried
 Ab Sm

CITY ATTORNEY REPORTS

14. Second reading and adoption of an ordinance amending Handbill Regulations and Transient Outdoor Business regulations – **CITY ATTORNEY TOM SCHROETER GAVE STAFF REPORT; ADOPTED ORDINANCE 15-08-727 AMENDING CHAPTER 8.12 OF THE TEHACHAPI MUNICIPAL CODE RELATING TO HANDBILL REGULATION; ADOPTED ORDINANCE 15-09-728 AMENDING CHAPTERS 9.130 AND 11.10 OF THE TEHACHAPI ZONING CODE RELATING TO TRANSIENT OUTDOOR BUSINESS REGULATION**

Adopted Ordinance 15-08-727 Amending Chapter 8.12 Of The Tehachapi Municipal Code Relating To Handbill Regulation; Adopted Ordinance 15-09-728 Amending Chapters 9.130 And 11.10 Of The Tehachapi Zoning Code Relating To Transient Outdoor Business Regulation
 Ni/Wa Motion Carried
 Ab Sm

ASSISTANT CITY MANAGER REPORTS

15. Second reading and adoption of an ordinance amending the Tehachapi Municipal Code regarding a tobacco retailer's permit – **CITY MANAGER GREG GARRETT GAVE STAFF REPORT; ADOPTED ORDINANCE 15-10-729 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**

Adopted Ordinance 15-10-729 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
 Gr/Ni Motion Carried
 Ab Sm

CITY MANGER REPORTS

16. 457 Retirement Plan Loan Program – **CITY MANGER GREG GARRETT GAVE STAFF REPORT; ADOPTED RESOLUTION 62-15 AMENDING THE 457 RETIREMENT PLAN TO PERMIT LOANS**
17. Bond Tender Agreement with Tower Investments, LLC – **CITY MANAGER GREG GARRETT GAVE STAFF REPORT; APPROVED THE BOND TENDER AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND TOWER INVESTMENTS, LLC FOR SATISFACTION OF DELINQUENT ASSESSMENT DISTRICT 1989-2 ASSESSMENTS (KERN COUNTY APN'S 223-490-02, 223-490-03, 223-490-06 AND 223-490-11)**

Adopted Resolution 62-15 Amending The 457 Retirement Plan To Permit Loans
 Ni/Wa Motion Carried
 Ab Sm

Approved The Bond Tender Agreement Between The City Of Tehachapi And Tower Investments, Llc For Satisfaction Of Delinquent Assessment District 1989-2 Assessments (Kern County Apn's 223-490-02, 223-490-03, 223-490-06 And 223-

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

490-11)
Gr/Wa Motion Carried
Ab Sm

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

1. Mayor Pro Tem Nixon congratulated Chief on his new officers. Attended the High Speed Rail meeting and received great feedback about the City. Commented on the success of the Young Eagles Rally at the Airport.
2. Mayor Wiggins attended the Daughters of the Revolution event.

ADJOURNMENT

The City Council/Boards adjourned at 7:10 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, October 19, 2015, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this 19th day
Of October, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



COUNCIL REPORTS

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

MEETING DATE: OCTOBER 19, 2015 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: OCTOBER 14, 2015

SUBJECT: SPECIAL EVENT APPLICATION – TRUNK OR TREAT

APPLICANT AND ORGANIZATION

Charles White, Main Street Tehachapi

EVENT DESCRIPTION

The Main Street Tehachapi Trunk or Treat will be held on October 31, 2015 from 5:00 – 7:00 pm on Robinson Street from F Street to Tehachapi Boulevard, Green Street from F Street to Tehachapi Boulevard, Centennial Plaza and the parking lot between Robinson Street and Centennial Plaza. This event is open to the public.

APPLICANT REQUESTS

- Closure of Robinson Street from south F Street to Tehachapi Boulevard.
- Closure of Green Street from F Street to Tehachapi Boulevard.
- Use of Centennial Plaza and paseo.
- Street barricades from the Public Works Department

STAFF CONDITIONS

Administration:

1. All City facilities must be properly cleaned immediately following the close of the event.
2. Event applicant must make contact with all affected businesses, including those who share the City Hall parking lot, at least 2 weeks prior to the event regarding street closures.

RECOMMENDATION

APPROVE THE MAIN STREET TRUNK OR TREAT SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF INSURANCE BY CITY ATTORNEY

SPECIAL USE/EVENT APPLICATION

Organization Main Street Tehachapi

Event Contact Charles White Phone Number +1 (661) 972-0958

Address P.O. Box 54

City Tehachapi State Ca Zip Code 93581

E-mail Address charlewhite@sbcglobal.net

Event Name Trunk or Treat

Event Location Robinson, Alley behind Centennial Plaza and Green Street

Event Date(s) October 31, 2015 Event Time(s) 5 to 7pm

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

Close Robinson (between Tehachapi Blvd and F Street). Also, the parking lot next to City Hall from Robinson Street to Centennial Plaza. Also, close Green Street (between Tehachapi Blvd and F Street). Street closures from 1pm to 9pm

We request the use of the street flashing sign on Friday and Saturday to advertise the event. Also, the use of the City Banner holders at F and Green Street, and the one at Valley and Curry for the week preceding the event.

Is the event open to the Public? Yes No Is event for money raising purposes? Yes No

If Yes, what will the proceeds be used for? _____

Will there be vendors at your event? Yes No If yes, how many? _____

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Event Name Trunk or Treat

Event Date(s) October 31, 2015

Please Describe How The Following Will Be Accomplished:

Street Barricades City to provide

Traffic Control No Parking Signs on Green, Robinson, and the parking lot behind Centennial Plaza from 1 to 9 pm.

Crowd Control Not needed

Utility Services: Water, Sewer, Electric Not needed

Lights All street lights in the closure area to be lit during the event.

Dust Control Not needed

Site Clean-up & Maintenance Main Street Volunteers

Security VIPs

Site Facilities Not needed

Health Dept. Not needed

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

I understand that power will not be available unless pre-arranged. A fee may be charged at the cities discretion.

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190. 62 for the first call out of the day) and is subject to change.

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

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

Applicant Signature Charles E. White

Date 10-12-2015

Office Use Only

Insurance Certificate List Of Vendors

Deposit Plot Plan

Meeting

Date

Time

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

Notes _____

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

- (1) That the City of Tehachapi, its agents, officers, employees and governing body and each member thereof are declared to be an additional named insured under the terms of the policy with reference to the activity described in the policy, whether such additional insured be actively or passively negligent or liable by operation of law;
- (2) Contractual liability coverage underwriting the obligations of applicant to hold harmless, indemnify and defend each of the insureds provided herein;
- (3) "Cross liability" or "Severability of Interest" coverage for all named insureds;
- (4) That such insurance is primary, and that any other insurance maintained by the additional named insureds is excess and not contributing insurance with respect to the subject insurance policy;
- (5) That the insurer waives all rights of subrogation against the additional named insureds;
- (6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and
- (7) That such policy may not be canceled, coverage reduced or terms altered in any manner detrimental to the coverage except after delivery to the City of written notice not less than 15 days prior to the effective date of such cancellation, reduction or alteration. No such cancellation provisions in any such insurance policy shall be construed in derogation of the continuous duty of applicant to furnish insurance during the term of applicant's use of the facility. The lapse for any reason of insurance as required herein shall constitute breach of this requirement.

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

INDEMNIFICATION

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

Charles E. White
Applicant Signature
10/12/15
Date

PORTA POTTIES will be located
IN Public Parking lot at corner
of Robinson + F St.

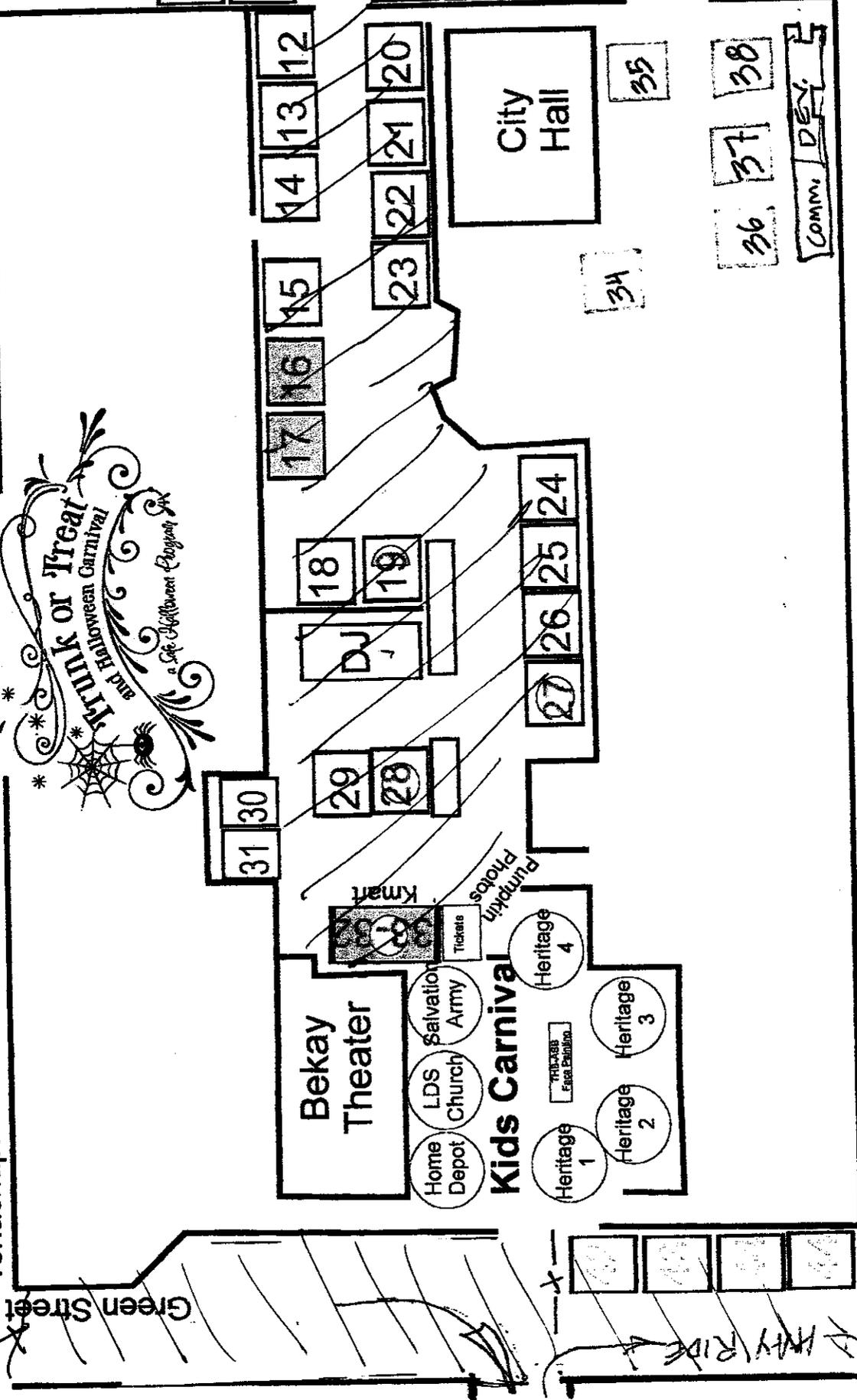
Tehachapi Blvd.

Newport Street Tehachapi
Annual



Tehachapi Blvd.

Green Street



"F" Street

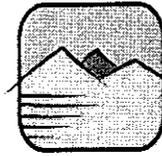
← MAY RIDE

---X--- = STREET CLOSURE

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 10/13/2015 - 12:19 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	251003	PD/Service Copier/#04483, GQM56353	210.02
		Check Total:	210.02
		Vendor Total:	210.02
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B208991	Wtr/Samples/Curry Resv-Curry Well	75.00
	B208991-1	Wtr/Samples/Mullberry-Fig-Hickory	36.00
	B214310	Wtr/Samples/Proj-Curry Resv	15.00
	B214311	Wtr/Samples/Dennison & Mojave Wells	30.00
	B214388	Wtr/Samples/Dennison-Wahlstrom-Highline	100.00
	B214388-1	Wtr/Samples/East I - West D - Canyon Dr	36.00
	B214598	Swr/Samples/Influent-Effluent	325.00
	B214789	Wtr/Samples/Curry Resv-Curry Well	75.00
	B214789-1	Wtr/Samples/Mullberry-Fig-Hickory	36.00
	B214893	Wtr/Samples/Dennison & Mojave Wells	30.00
	B214894	Wtr/Samples/Curry Resv	15.00
	B214936	Swr/Samples/Influent-Effluent	325.00
		Check Total:	1,098.00
		Vendor Total:	1,098.00
0061	BSK Associates		
Check No:	0	Check Date:	
	A520550	Swr/Project-Gen Effluent/Proj # Sep 2015/Bid S	150.00
		Check Total:	150.00
		Vendor Total:	150.00
0223	Kern County Auditors Office		
Check No:	0	Check Date:	
	08252015	Parking Citation Revenue 07/2015	77.00
	08252015-1	Parking Citation Revenue 06/2015	11.00
	08252015-2	Parking Citation Revenue 05/2015	22.00
		Check Total:	110.00
		Vendor Total:	110.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	500958420	PW/Linen Maint/Towels-Mats	99.10
	501004185	PW/Linen Maint/Towels-Mats	104.52
	501004186	Swr/Lg Dust Mop-Mats	44.46
	501047985	Swr/Lg Dust Mop-Mats	44.46

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	292.54
		Vendor Total:	292.54
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2609237	Swr/965528800/800 Enterprise Way	132.36
	2612336	Swr/975428801/800 Enterprise Way	170.00
	2613295	Swr/975570700/Valley Blvd	202.57
		Check Total:	504.93
		Vendor Total:	504.93
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0286934	PW/Regular Unleaded Gasoline-Diesel Fuel	731.39
	0287126	PW/Regular Unleaded Gasoline-Diesel Fuel	666.07
		Check Total:	1,397.46
		Vendor Total:	1,397.46
0372	Southern California Edison		
Check No:	0	Check Date:	
	1062015	LLD/1347 lassico Dr/Sep 3-Oct 5 2015	38.82
	1062015-1	LLD/1115 Alder Ave/Sep 3-Oct 5 2015	28.27
	1062015-2	LLD/1415 Alder Ave/Sep 3-Oct 5 2015	28.27
	1062015-3	Wtr/Pinon/Sep 3-Oct 5 2015	4,099.96
	1062015-4	Wtr/Curry/Sep 3-Oct 5 2015	10,590.93
	1062015-5	Wtr/1299 S Curry/Sep 3-Oct 5 2015	3,380.27
	1062015-6	LLD/1002 Applewood St/Sep 3-Oct 5 2015	40.85
		Check Total:	18,207.37
		Vendor Total:	18,207.37
0395	The Gas Company		
Check No:	0	Check Date:	
	10072015	ENG/117 S Robinson/Sep 3-Oct 5 2015	16.74
		Check Total:	16.74
		Vendor Total:	16.74
0399	Sparkletts		
Check No:	0	Check Date:	
	4365880 100115	Swr/750 & 800 Enterprise Way/Water/Hot-Cold	102.40
		Check Total:	102.40
		Vendor Total:	102.40
0431	Tehachapi News		
Check No:	0	Check Date:	
	2633074	Hsjp/Notice Inviting/13951092	252.50
	2633074-1	CD/Notice of Public Hearing/13956152	77.50
	2633074-2	GG/Tobacco Resellers/13956453	56.25
	2633074-3	GG/GranFondo 2015-Tourism/13961352	500.00
	2633074-4	GG/Handbills/Transient/13967809	53.75
	2633074-5	CD/Notice of Public Hearing/13977504	78.75

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,018.75
		Vendor Total:	1,018.75
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	138899-0	PD/Toner	252.20
	138899-1	PD/Toner	137.06
	138902-0	GG/Calculator/Index Files/Hanging Folders	156.00
	138903-0	GG/CD Disc-700 mb-100 pk	26.82
	138907-0	GG/EOC Supplies	16.52
	138907-1	GG/Wireless Mouse	36.54
	138909-0	GG/Sharpie Markers-Fine-X Fine	17.50
	138917-0	GG/Pocket-File-Ltr-Str-3x5	26.86
	138921-0	PD/Dish Soap/Paper Plates/Folders/Dispenser/Li	186.58
	138958-0	GG/Planner	16.99
	138971-0	GG/Highlighter/Pocket File Ltr 3.5 EXP	9.09
	138977-0	GG/Protector Sheets/Steno Book/Fanfold 3x3 N	114.41
	138987-0	GG/Tape/Glue Sticks/Sticky Notes/Labels/Staple	88.19
	138992-0	GG/Pocket File Ltr 3.5 EXP	26.99
		Check Total:	1,111.75
		Vendor Total:	1,111.75
0543	BSE Rents		
Check No:	0	Check Date:	
	66887	Wtr/Turf Replacement	68.12
	67309	Wtr/Turf Replacement	72.64
	67486	Wtr/Turf Replacement/Lawn Roller-Plugs	22.61
		Check Total:	163.37
		Vendor Total:	163.37
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	66734	GG/Beekay Theater Key	3.85
	66749	Air/Airport Keys	7.70
		Check Total:	11.55
		Vendor Total:	11.55
0719	Kern County Board of Trade		
Check No:	0	Check Date:	
	VG201600008	GG/Advertismen-Kern Cty Visitor Guide	2,300.00
		Check Total:	2,300.00
		Vendor Total:	2,300.00
0817	Kimball Midwest		
Check No:	0	Check Date:	
	4441653	PW/Screws-Rivets-CblTies-Drill Bits-Clamps-T	316.75
		Check Total:	316.75
		Vendor Total:	316.75
0832	ACWA/JPIA		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	0376211	Medical Oct 2015	70,108.43
	0376211-1	Medical Adjustment Oct 2015	-2,502.57
	0376211-2	Dental Oct 2015	7,719.03
	0376211-3	Dental Adjustment Oct 2015	-601.21
	0376211-4	Vision Oct 2015	1,040.88
	0376211-5	Vision Adjustment Oct 2015	-84.72
	0376211-6	Life Oct 2015	1,228.07
	0376211-7	Life Adjustment Oct 2015	-63.26
		Check Total:	76,844.65
		Vendor Total:	76,844.65
1032	Jack Davenport Sweeping Services Inc		
Check No:	0	Check Date:	
	111078	Strst/Broom Sweeping Service Sep 2015	8,640.00
		Check Total:	8,640.00
		Vendor Total:	8,640.00
1061	USDA Rural Development		
Check No:	0	Check Date:	
	Loan 01	DS/Case 04-015-0956000801/Code 91/Loan 01	3,233.25
	Loan 03	DS/Case 04-015-0956000801/Code 92/Loan 03	1,779.75
		Check Total:	5,013.00
		Vendor Total:	5,013.00
1075	Prime Signs		
Check No:	0	Check Date:	
	N-4668	PW/3'x3' Single Sided Aluminum Sign/Public W	174.15
		Check Total:	174.15
		Vendor Total:	174.15
1265	California Electric Supply		
Check No:	0	Check Date:	
	332-495547	Swr/Relay/Power Supply	4,104.61
	332-495548	Swr/NTRON 508FX2-ST/105FX-ST/114FX6-S	2,598.28
	332-495549	Swr/SPD T1 SDSA 40KA 600V	311.75
	332-495550	Swr/Automation Direct PS	133.62
		Check Total:	7,148.26
		Vendor Total:	7,148.26
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	34836	GF/Volunteers/Green Short Sleeve Tee	270.33
		Check Total:	270.33
		Vendor Total:	270.33
1292	CRWA		
Check No:	0	Check Date:	
	09242015	Wtr/Membership Dues Nov 2015-Nov 2016	942.00
		Check Total:	942.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	942.00
1413	Kern Turf Supply Inc.		
Check No:	0	Check Date:	
	336870	Wtr/Turf Replacement	54.18
		Check Total:	54.18
		Vendor Total:	54.18
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2613925	Swr/58021002/800 Enterprise/Admin Fee/Roll C	202.57
	2613927	PW/300421000/800 Enterprise/Rolloff/Recycle/	335.62
		Check Total:	538.19
		Vendor Total:	538.19
1506	San Joaquin Safety Shoes		
Check No:	0	Check Date:	
	66766	PW/Safety Shoes/J Thompson	185.97
		Check Total:	185.97
		Vendor Total:	185.97
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	39512/1	GG/Dignified Home Loans	35.42
		Check Total:	35.42
		Vendor Total:	35.42
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12463	GG/City Office	50.00
	12463-0	GG/Market Place	25.00
	12463-1	GG/Union Pacific	85.00
	12463-2	Strts/Mill Street	400.00
	12463-3	Strts/Capital Hills-South Island	270.00
	12463-4	Strts/South Curry	227.00
	12463-5	Strts/Street Trees	11.00
	12463-6	Strts/Dennison St	720.00
	12463-7	Land/Pioneer Park	553.00
	12463-8	GG/Downtown Planters	82.00
	12463-9	Land/Railroad Park	505.00
	12463-90	GG/Parking Lot and Wall	28.00
	12463-91	GG/Senior Center	105.00
	12463-92	Depot/Railroad Depot	128.00
	12463-93	GG/Tehachapi Blvd Phase 4	35.00
	12463-94	GG/Robinson St Parking Lot	25.00
	12463-95	GG/Police Department	35.00
	12463-96	GG/Voyager St Trees	10.00
	12463-97	GG/Centennial Plaza	40.00
	12463-98	LLD/Heritage Oaks	860.00
	12463-99	LLD/Clear View Estates	321.00
	12463-990	LLD/Autumn Hills	1,235.00
	12463-991	LLD/Alta Homes	7,790.00
	12463-992	LLD/Orchard Glen	3,632.00

Vendor	Invoice No	Line Description	Check Amount
	12463-993	LLD/Orchard GlenMill St Cottages	25.00
	12463-994	LLD/Red Barn	95.00
	12464	GG/Mar Pl/Un Pac	2.10
	12464-0	Strts/Mill Street Island	6.29
	12464-1	Strts/Capital Hills	4.20
	12464-2	LLD/Manzanita Park	6.29
	12464-3	LLD/KB Tract	2.10
	12464-4	LLD/Alta Tract/Warrior Park	48.21
	12464-5	LLD/Alta Parkway Lawns	4.20
	12464-6	LLD/Alta Planters-Highline and Tract	20.97
	12464-7	Strts/South Curry	4.20
	12464-8	LLD/Heritage Oaks	20.97
	12464-9	LLD/KB-Dennison	58.60
	12464-90	Strts/Dennison St	6.29
	12464-91	LLD/Clear View	2.10
	12464-92	Land/Pioneer Park	6.29
	12464-93	GG/Old Town Planter	2.10
	12464-94	LLD/Mill Street Cottages	1.05
	12464-95	GG/Tehachapi Police Station	2.10
	12464-96	Land/Robinson Park	2.10
	12464-97	GG/Taco Samich	2.10
	12464-98	GG/Senior Center	2.10
	12464-99	Depot/Railroad Depot	4.20
	12464-990	GG/Robinson Parking Lot	1.05
		Check Total:	17,501.61
		Vendor Total:	17,501.61
1801	HD Supply Waterworks LTD	Check Date:	
Check No:	0		
	E464976	Wtr/#25450 Master Lock	133.42
	E505386	Wtr/2 Ang Mtr Vlv/2 PJCTS 90 Bend No Lead/2	1,412.95
	E505422	Wtr/4" Octave Meter/MM 965-010-16 Module	2,502.60
	E562432	Wtr/Safety Repair Kit	400.83
		Check Total:	4,449.80
		Vendor Total:	4,449.80
2113	Fuel Controls Inc.	Check Date:	
Check No:	0		
	85298	Air/Aviation Jet A Fuel Wholesale	5,937.09
	85299	Air/Aviation Fuel Wholesale	16,402.16
		Check Total:	22,339.25
		Vendor Total:	22,339.25
2201	SC Communications Inc.	Check Date:	
Check No:	0		
	96192	PD/Field Tech Svc/Swap Computer Docking Sta	408.00
	96194	PD/Field Tech Svc/Removed Docking Station &	153.00
		Check Total:	561.00
		Vendor Total:	561.00
2236	Pacific West Sound Inc.	Check Date:	
Check No:	0		
	8249	GF/Sound for GranFondo Centennial Plaza-Gree	2,264.20

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	2,264.20
		Vendor Total:	2,264.20
2723	CCI Central Inc.		
Check No:	0	Check Date:	
	23212	GG/1000 Double Use Strip Tape	56.81
		Check Total:	56.81
		Vendor Total:	56.81
2748	RCS Investigations & Consulting LLC		
Check No:	0	Check Date:	
	2945	PD/Background Investigations/J Vielma-E Alvar	4,950.00
		Check Total:	4,950.00
		Vendor Total:	4,950.00
2752	Fastenal Company		
Check No:	0	Check Date:	
	CATEH8543	Swr/Eyewear/Gloves/Battery/Ear Plugs/Safety V	30.53
	CATEH8543-1	Wtr/Eyewear/Gloves/Battery/Ear Plugs/Safety V	53.27
	CATEH8543-2	PW/Eyewear/Gloves/Battery/Ear Plugs/Safety V	179.42
	CATEH8543-3	Land/Eyewear/Gloves/Battery/Ear Plugs/Safety V	117.01
	CATEH8785	Swr/Type IA FGEXT20' HD	265.41
	CATEH8836	Swr/Gloves-Batteries-Ear Plugs-Safety Vest-Scr	66.94
	CATEH8836-1	Wtr/Gloves-Batteries-Ear Plugs-Safety Vest-Scr	65.81
	CATEH8836-2	PW/Gloves-Batteries-Ear Plugs-Safety Vest-Scr	112.83
	CATEH8836-3	Land/Gloves-Batteries-Ear Plugs-Safety Vest-Sc	41.00
		Check Total:	932.22
		Vendor Total:	932.22
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	351-502702	Strts/Street Lighting/Wire-HID Lamp-150W 120	1,743.52
		Check Total:	1,743.52
		Vendor Total:	1,743.52
2837	Tartaglia Engineering		
Check No:	0	Check Date:	
	8	EA Rehabilitate & Relocate Parallel Taxiway-Dr	4,152.00
		Check Total:	4,152.00
		Vendor Total:	4,152.00
2902	Sim Sanitation Inc		
Check No:	0	Check Date:	
	32601	Air/Mo Std Unit Rental/Mo Handicap Rental	82.00
		Check Total:	82.00
		Vendor Total:	82.00
3000	Sail Thru Car Wash-Attn: Bill Kotz		
Check No:	0	Check Date:	
	131	PW/Car Wash	36.00

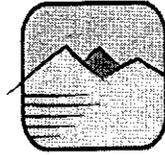
Vendor	Invoice No	Line Description	Check Amount
	131-1	Wtr/Car Wash	24.00
	131-2	GG/Car Wash	36.00
		Check Total:	96.00
		Vendor Total:	96.00
3004	Motor City Auto Center		
Check No:	0	Check Date:	
	GCCS758484	PW/06 Chevy Truck/Engine Diag/Trans Diag/Bc	596.21
		Check Total:	596.21
		Vendor Total:	596.21
3064	E & W Theatres Inc.		
Check No:	0	Check Date:	
	80-3	GG/On Screen Advertising/Oct-Dec 2015	450.00
		Check Total:	450.00
		Vendor Total:	450.00
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0480	Land/Flat Tire Repair	20.00
		Check Total:	20.00
		Vendor Total:	20.00
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12001666	Strts/Hose Coupler	83.85
	12001667	Strts/Light Barricade Solar LED/Battery	307.30
		Check Total:	391.15
		Vendor Total:	391.15
3355	Got Weeds?		
Check No:	0	Check Date:	
	925	Air/Sep 2015 Maintenance for Airport	1,000.00
		Check Total:	1,000.00
		Vendor Total:	1,000.00
3668	PR Diamond Products Inc.		
Check No:	0	Check Date:	
	0038232-IN	Const/Supreme Asphalt/Green Concrete	390.00
		Check Total:	390.00
		Vendor Total:	390.00
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2612349	GG/300421002/115 S Robinson St/Shredding	35.00
	2612350	Swr/300421004/750 Enterprise Way/Shredding	35.00
		Check Total:	70.00
		Vendor Total:	70.00

Vendor	Invoice No	Line Description	Check Amount
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COTC0915SS	PD/Community Room Carpet Cleaning	250.00
		Check Total:	250.00
		Vendor Total:	250.00
3730	Tractor Supply Credit Plan		
Check No:	0	Check Date:	
	016169	PW/2- 1/4 in Clevis Grab Hooks	17.18
	016718	PW/Jack 48 in Farm Promo	64.49
	028268	Swr/12 Vold 2.1 GPM Pump	102.11
		Check Total:	183.78
		Vendor Total:	183.78
3807	Diamond Technologies		
Check No:	0	Check Date:	
	15357	IT/Block Retainer Agreement	25,000.00
	15415	IT/Backup Licenses	2,068.20
	15445	IT/Network Card for SEMS Service	21.94
	15496	IT/Warranty Renewals-J Curry/R Montgomery	209.14
		Check Total:	27,299.28
		Vendor Total:	27,299.28
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447-132043	Const/Creeper	48.36
	4447-134248	PW/Pwr RTD Belt	9.52
	4447-134832	Wtr/2 5 Gal Blue Def	26.88
		Check Total:	84.76
		Vendor Total:	84.76
3868	Traffic Management Incorporated		
Check No:	0	Check Date:	
	254843	GF/Set Up and Pick Up Signs	2,000.00
		Check Total:	2,000.00
		Vendor Total:	2,000.00
		Report Total:	218,721.37

Accounts Payable

Check Detail

User: afrescas
Printed: 10/13/2015 - 12:33PM



CITY OF
TEHACHAPI
CALIFORNIA

Check Number	Check Date	Amount
0015 - Praxair Distribution Inc., 211		
43625	10/07/2015	
Inv 53754480		155.94
43625 Total:		155.94
0015 - Praxair Distribution Inc., 211 Total:		155.94
0027 - Atco International 121-121-7110-000		
43619	10/07/2015	
Inv 10443266		199.95
Inv 10443266-1		-13.95
43619 Total:		186.00
0027 - Atco International Total:		186.00
0035 - BC Laboratories Inc. 444-403-6780-000		
43632	10/07/2015	
Inv B212955		50.00
Inv B212955-1		36.00
Inv B213003		325.00
Inv B213004		30.00
Inv B213005		705.00
Inv B213082		225.00
Inv B213082-1		54.00
Inv B213320		36.00
Inv B213469		105.00
Inv B213847		325.00
Inv B213896		15.00
Inv B214059		30.00
43632 Total:		1,936.00
0035 - BC Laboratories Inc. Total:		1,936.00
0216 - Judicial Data Systems Corporation 001-000-4335-000		
43622	10/07/2015	
Inv 5579		100.00
43622 Total:		100.00

Check Number	Check Date	Amount
0216 - Judicial Data Systems Corporation Total:		100.00
0372 - Southern California Edison 001-010-7300-000		
43633	10/07/2015	
Inv 9192015		101.72
Inv 9192015-0		547.00
Inv 9192015-1		1,129.69
Inv 9192015-2		197.14
Inv 9192015-3		200.04
Inv 9192015-4		84.34
Inv 9192015-5		58.82
Inv 9192015-6		561.63
Inv 9192015-7		58.34
Inv 9192015-8		655.14
Inv 9192015-9		77.82
Inv 9192015-90		291.27
Inv 9192015-91		187.37
Inv 9192015-92		3,128.58
Inv 9192015-93		955.22
Inv 9192015-94		37.33
Inv 9192015-95		384.19
Inv 9192015-96		265.44
Inv 9232015		153.84
Inv 9232015-0		92.91
Inv 9232015-1		192.85
Inv 9232015-2		94.87
Inv 9232015-3		173.59
Inv 9242015		113.21
Inv 9242015-0		2,732.66
Inv 9242015-1		20.24
Inv 9242015-2		28.67
Inv 9252015		8,825.12
Inv 9252015-0		26.88
Inv 9252015-1		25.57
Inv 9252015-2		26.13
Inv 9252015-3		165.05
Inv 9252015-4		1,885.67
Inv 9252015-5		62.24
Inv 9252015-6		60.08
Inv 9262015		62.31
43633 Total:		23,662.97
0372 - Southern California Edison Total:		23,662.97
0373 - Schroeter Attorney @ Law, Thomas F. 001-010-6740-000		
43628	10/07/2015	
Inv 10052015		228.00
43628 Total:		228.00
0373 - Schroeter Attorney @ Law, Thomas F. Total:		228.00

Check Number	Check Date	Amount
0476 - WITTS Everything for the Office 001-010-6010-000		
43635	10/07/2015	
Inv 138698-0		98.92
Inv 138710-0		88.51
Inv 138714-0		222.13
Inv 138729-0		85.52
Inv 138756-0		10.73
Inv 138784-0		126.12
Inv 138814-0		23.54
Inv 138834-0		10.74
Inv 705528-0		48.17
Inv 705730-0		6.98
Inv 705992-0		4.90
Inv 706534-0		13.36
Inv 706633-0		28.97
43635 Total:		768.59
0476 - WITTS Everything for the Office Total:		768.59
0567 - Microflex		
43624	10/07/2015	
Inv IN1604070		196.49
Inv IN1604070-1		196.48
43624 Total:		392.97
0567 - Microflex Total:		392.97
1708 - JoRonCo Rentals		
43621	10/07/2015	
Inv 1705		3,616.96
43621 Total:		3,616.96
1708 - JoRonCo Rentals Total:		3,616.96
1982 - SSD Systems 001-010-6730-000		
43629	10/07/2015	
Inv 395299-S		129.10
Inv 396028-S		29.60
43629 Total:		158.70
1982 - SSD Systems Total:		158.70
2051 - LAFCO		
43623	10/07/2015	
Inv 10062015		844.00
43623 Total:		844.00

Check Number	Check Date	Amount
2051 - LAFCO Total:		844.00
2200 - Argo Chemical 442-403-7430-000		
43618	10/07/2015	
Inv 1509140		1,124.12
43618 Total:		1,124.12
2200 - Argo Chemical Total:		1,124.12
2676 - USPS-Hasler 001-010-6100-000		
43631	10/07/2015	
Inv 09282015		1,000.00
43631 Total:		1,000.00
2676 - USPS-Hasler Total:		1,000.00
2994 - Richards Watson & Gershon		
43626	10/07/2015	
Inv 203478		5,950.45
43626 Total:		5,950.45
2994 - Richards Watson & Gershon Total:		5,950.45
3011 - Verizon Wireless 001-100-7320-000		
43634	10/07/2015	
Inv 9752599046		15.01
Inv 9752599046-1		15.01
43634 Total:		30.02
3011 - Verizon Wireless Total:		30.02
3104 - Hilltop Publishers, Home of the Loop		
43620	10/07/2015	
Inv 16548		400.00
43620 Total:		400.00
3104 - Hilltop Publishers, Home of the Loop Total:		400.00
3174 - Tehachapi Auto Glass 001-100-7110-000		
43630	10/07/2015	
Inv C6056		120.00
43630 Total:		120.00

Check Number	Check Date	Amount
3174 - Tehachapi Auto Glass Total:		120.00
3276 - Rotary Foundation of Tehachapi		
43627	10/07/2015	
Inv 10052015		200.00
43627 Total:		200.00
3276 - Rotary Foundation of Tehachapi Total:		200.00
3930 - City of Tehachapi		
43617	10/07/2015	
Inv UB01531		312.08
43617 Total:		312.08
3930 - City of Tehachapi Total:		312.08
Total:		41,186.80

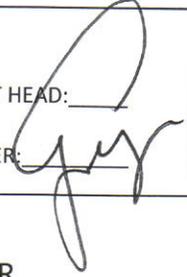
**CITY OF TEHACHAPI
TREASURER'S REPORT
FY 2015-16**

MONTH END BANK STATEMENT BALANCE

BANK ACCOUNTS	Institution	Acct#	4/30/2015	5/31/2015	6/30/2015	7/31/2015	8/31/2015	9/30/2015
General Checking	Bank of the Sierra	21002-06457	623,661.15	425,452.22	426,685.99	1,372,564.55	650,579.37	638,877.46
Water Deposit Trust	Bank of the Sierra	21002-08503	113,925.00	112,195.00	113,275.00	111,885.00	109,870.00	112,350.00
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	87,635.93
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	97,795.37	97,470.22	95,969.25	96,667.76	96,154.64	95,805.81
AFLAC Flex Spending	Bank of the West	709-039747	14,046.45	12,982.67	12,710.24	13,455.85	14,157.15	15,590.75
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	91,189.99	18,486.26	51,136.91	78,059.11	98,317.06	118,446.96
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	50,953.13	0.00	0.00	0.00	0.00	0.00
CFD 90-1	Union Bank	67170669300-308	0.00	0.00	0.00	0.00	0.00	0.00
LAIF	State of California	98-15-914	7,938,313.75	8,638,313.75	9,038,313.75	8,446,589.49	8,446,589.49	8,146,589.49
Total Funds in Banks			9,126,325.16	9,501,340.44	9,934,531.46	10,315,662.08	9,612,108.03	9,324,103.31
INVESTMENTS								
CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,062,753.00	2,064,389.00	2,061,202.00	2,064,311.00	2,064,354.00	2,074,141.00
Loaned to Wtr/Swr to pay-off COP2000			289,622.70	145,889.41	145,889.41	145,889.41	145,889.41	145,889.41
Total Investments			2,352,375.70	2,210,278.41	2,207,091.41	2,210,200.41	2,210,243.41	2,220,030.41
TOTAL PORTFOLIO			11,478,700.86	11,711,618.85	12,141,622.87	12,525,862.49	11,822,351.44	11,544,133.72
RDA SUCCESSOR AGENCY FUNDS								
RDA 2007	Bank of New York	870951/52/53/54	333,060.99	539,320.99	333,060.99	333,060.99	333,060.99	333,060.99
RDA 2005	Bank of New York	870711-16	292,456.25	471,397.50	292,456.25	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	3,143,650.05
Total RDA Successor Agency Funds			3,769,167.29	4,154,368.54	3,769,167.29	3,769,167.29	3,769,167.29	3,769,167.29



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: OCTOBER 19, 2015 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: OCTOBER 13, 2015

SUBJECT: DISPATCH SERVICE AND SERVER VIRTUALIZATION EQUIPMENT LEASE-PURCHASE AGREEMENT

The council authorized staff to proceed with financing for the purchase of dispatch service equipment and virtual server system during the council meeting on October 5, 2015. The staff worked with Holman Capital on Equipment Lease-Purchase Agreement which is submitted for your approval.

FISCAL IMPACTS

The City is financing a \$500,000 which includes \$5,000 Holman Capital Documentation fee at a 2.72% annual interest rate with 7-year lease term.

RECOMMENDATION

Staff recommends Council adopt resolution and approve the Equipment Lease-Purchase Agreement.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI , AUTHORIZING THE EXECUTION AND DELIVERY OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND EQUIPMENT SCHEDULE WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING, AND LEASING OF A 911 SYSTEM, CITY HALL SERVER AND CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Tehachapi (sometimes, the "*Lessee*" or the "*city*"), a body politic and corporate duly organized and existing as a political subdivision of the State of California, is authorized by the laws of the State of California to purchase, acquire, and lease personal property for the benefit of the Lessee and those it provides services to and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting personal property, to wit: a 911 system and a city hall server, necessary for the Lessee to perform essential governmental functions; in an amount not more than \$500,000.00 as the Designated Officers may deem to be necessary and/or desirable (the "*Equipment*"); and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into an Equipment Lease-Purchase Agreement (together with the Equipment Schedules and all related exhibits, schedules, and certificates attached thereto, the "*Lease Agreements*") with Holman Capital Corporation (the "*Lessor*") and one Escrow Agreement (together the

Disbursement/Payment Request Form and Acceptance Certificate, the "Escrow Agreement") with the Lessor and an escrow agent, the forms of which have been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the Lessor has agreed to assign all of its rights, title and interest in and to the Equipment, the Lease Agreements and the Escrow Agreement (collectively, the "Transaction Documents") to an investor and the Lessee has consented and acknowledged to the foregoing;

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Transaction Documents for the purchase, acquisition, and leasing of the Equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

Section 1. Approval of Documents. The city council hereby approves the form, terms and provisions of the Transaction Documents in substantially the forms presented to this meeting and authorizes and directs Susan Wiggins the mayor of the City of Tehachapi , and such other persons as she may delegate (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the Lessee, to execute and deliver the Transaction Documents, and any related Certificate, Exhibits, or other documents attached thereto in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by the officer executing them. The execution of the foregoing by a Designated Officer shall constitute conclusive evidence of such officer's and the governing body's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of agreements presented to this meeting.

Section 2. Other Actions Authorized. The officers and employees of the city shall take all action necessary or reasonably required by the parties to the Transaction Documents to carry out, give effect to, and consummate the transactions contemplated thereby (including the execution and delivery of Certificates of Acceptance and Disbursement/Payment Requests, Notice and Acknowledgements of Assignments, and any tax certificate and agreement, each with respect to and as contemplated in the Agreement and/or Escrow Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Transaction Documents. The Designated Officers and all other officers and employees of the Lessee are hereby directed and authorized to take and shall take all action necessary or reasonably required in order to select, purchase, and take delivery of the Equipment. All actions heretofore taken by officers, employees, and agents of the Lessee that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 3. No General Liability. Nothing contained in this Resolution, the Transaction Documents, nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Transaction Documents, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Transaction Documents are special limited obligations of the Lessee as provided therein.

Section 4. Appointment of Authorized Lessee Representatives. The Designated Officers are each hereby designated to act as authorized representatives of the

Lessee for purposes of the Transaction Documents until such time as the city council shall designate any other or different authorized representative for purposes of the Transaction Documents.

Section 5. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All bylaws, orders, and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution, or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 19th day of October, 2015.

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

SUSAN WIGGINS, Mayor
City of Tehachapi, California

ATTEST:

CITY OF
TEHACHAPI
LEGAL DEPARTMENT

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 19TH of October 2015.

TORI MARSH, City Clerk
City of Tehachapi, California

INDEX TO LEGAL DOCUMENTS

**BANK-QUALIFIED, APPROPRIATION-BASED, ESCROW FUNDED
TAX-EXEMPT EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED OCTOBER 23, 2015 BY AND BETWEEN
HOLMAN CAPITAL CORPORATION
And
CITY OF TEHACHAPI**

Lease Documents:

- | | |
|---------|--|
| Tab 1: | Equipment Lease-Purchase Agreement; |
| Tab 2: | Exhibit A – Equipment Schedule; |
| Tab 3: | Exhibit B – Notice and Acknowledgment of Assignment; |
| Tab 4: | Exhibit C-1 – Insurance Coverage Request; |
| Tab 5: | Exhibit C-2 – Self-Insurance Rider (if applicable); |
| Tab 6: | Exhibit D – Essential Use Certificate; |
| Tab 7: | Exhibit E – Incumbency Certificate; |
| Tab 8: | Exhibit F – Opinion of Lessee’s Counsel; |
| Tab 9: | Exhibit G – Bank Qualified Certificate; |
| Tab 10: | Exhibit H – Post Issuance Tax Compliance Procedures |
| Tab 11: | Exhibit I – Escrow Agreement |
| Tab 12: | Resolution of Lessee; |
| Tab 13: | UCC-1 Financing Statement with attached Schedule A (prepared and filed by Investor); |
| Tab 14: | Form 8038-G; |
| Tab 15: | Closing Memorandum/Payment Proceeds Direction; and |
| Tab 16: | Waiver of Securities for Deposit of Public Moneys |
| Tab 17: | Vendor Contract & Payment Bond, if and as applicable |

Assignment Documents (Lessor and Investor Only):

- | | |
|---------|---|
| Tab 18: | Assignment Agreement with Schedule A thereto. |
|---------|---|



**HOLMAN CAPITAL CORPORATION
EQUIPMENT LEASE-PURCHASE AGREEMENT**

1. **Agreement.** Subject to the terms and conditions contained in this Equipment Lease-Purchase Agreement dated October 23, 2015 (this "Lease Agreement"), HOLMAN CAPITAL CORPORATION, as lessor ("Lessor"), whose mailing address is 29883 Santa Margarita Parkway, Suite 100, Rancho Santa Margarita, CA 92688, hereby purchases from and agrees to sell, transfer and lease back to the CITY OF TEHACHAPI, as lessee ("Lessee"), whose mailing address is 115 S. Robinson Street, Tehachapi, CA 93561, and Lessee hereby sells to and agrees to acquire, purchase and lease back from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described in Exhibit A attached hereto.

2. **Term.** The term of this Lease Agreement (the "Lease Term") begins as of the Commencement Date stated in Exhibit A and shall continue so long as any amounts remain unpaid hereunder. The Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Paragraph 10, (b) Lessor's election to terminate this Lease Agreement pursuant to Paragraph 16, (c) Lessee's option to terminate this Lease Agreement pursuant to the second paragraph of Section 3, and (d) the payment by Lessee of all sums required to be paid by Lessee hereunder.

2.5. **Escrow Agreement.** On the Commencement Date, Lessor and Lessee shall enter into an escrow agreement (an "Escrow Agreement") dated the Commencement Date, between Lessor, Lessee, and Community Business Bank, as escrow agent, relating to the escrow fund (an "Escrow Fund") created thereunder. On the Commencement Date, Lessor shall deposit: \$500,000.00 into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement; for the acquisition of the equipment (\$495,000.00) and for the payment of issuance costs (\$5,000.00), which shall be disbursed as provided for in the Closing Memorandum of even date herewith.

3. **Rental Payments.** Lessee agrees to pay the rental payments hereunder for the Lease Term in the amounts and on the dates identified in Exhibit A. Payment of all rental payments and other amounts payable hereunder shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in Exhibit A, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal.

Notwithstanding any provision to the contrary in this Lease Agreement, Lessee may terminate this Lease Agreement at the end of any fiscal year of Lessee as identified in Exhibit A (a "Fiscal Year") if sufficient funds are not appropriated by Lessee's Governing Board to pay rental payments and other amounts due hereunder during the next succeeding Fiscal Year (an "Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Year of the occurrence of an Event of Nonappropriation or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

Lessee represents and warrants that: (a) it has made sufficient appropriations or has other legally available funds to pay all rental payments hereunder due during the first Fiscal Year hereunder; (b) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid hereunder in each next succeeding Fiscal Year for the Lease Term with the understanding that any such appropriation is within the sole discretion of the Lessee's Governing Board; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Lease Agreement. If an Event of Nonappropriation hereunder shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the corresponding Equipment to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Paragraph 7 of this Lease Agreement, on or before the effective date of termination.

Lessee's obligation to pay rental payments and any additional amounts payable hereunder constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

4. **Essentiality.** Subject to Paragraph 3 of this Lease Agreement, Lessee's present intention is to make rental payments for the Lease Term as long as it has sufficient appropriations or, if any/applicable, other legally available funds. Lessee represents that, with respect hereto, (a) the use and operation of the Equipment is essential to its proper, efficient, and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid hereunder. On the Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit D.

5. **Disclaimer of Warranties.** LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing hereunder, all rights and benefits that Lessor may have under any warranty, guaranty or the like that may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of this Lease Agreement for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor hereunder shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable hereunder. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

6. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment for which disbursement is requested from the Escrow Fund upon its delivery and authorizes Lessor to insert on Exhibit A the serial numbers and any additional description of the items of Equipment so delivered. As evidence of that acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A to the Escrow Agreement. Regardless of whether Lessee has furnished a Certificate of Acceptance pursuant to this Paragraph 6, by making a rental payment after its receipt of the Equipment, Lessee shall be deemed to have accepted the Equipment on the date of such rental payment for purposes hereof. During the Lease Term, Lessee shall be entitled to quiet enjoyment of the Equipment, subject to the terms of this Lease Agreement.

7. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in Exhibit A and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and

shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

8. **Security Interest; Title to Equipment.** (a) The provisions of this Section 8(a) apply generally to all Equipment, regardless of the type, the Vendor Contract (as defined on Exhibit A), and the Escrow Fund (if any/applicable): To secure the performance of all of Lessee's obligations hereunder, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment delivered hereunder and on any attachments, proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, information necessary for fixture filings, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its first priority and perfected security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in the Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(b) Solely with respect to Equipment that is *not* comprised of vehicles and during the Lease Term, ownership and legal title of all of the Equipment and all substitutions, repairs, modifications, and replacements shall be in Lessee, and Lessee shall take all necessary action to vest such ownership and title in Lessee. Lessor does not own the Equipment, and, by this Lease Agreement, Lessor is merely financing the acquisition of the Equipment for the Lessee. Lessor has not been in the chain of title, does not operate, control or have possession or control over the Equipment, or Lessee's use, maintenance, operation, storage, or maintenance of the Equipment. Lessee is entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder (including its interest in the Equipment as the lessor hereunder). If Lessor terminates this Lease Agreement pursuant to Paragraph 16 hereof or an Event of Nonappropriation occurs hereunder, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(c) Solely with respect to Equipment consisting of vehicles, the provisions of this Section 8(c) shall apply: Lessee agrees to either: (i) cause the original registration of such titled equipment or vehicles to list Lessee as owner and Lessor or its assignee as first priority lienholder with respect to the Equipment, or (ii), if the Equipment is titled in California, endorse the certificate of ownership showing Lessor or its assignee as "legal owner" (as defined by Section 6301 of the California Vehicle Code). Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of Lessor's rights hereunder. During the Lease Term, Lessee shall either: (i) hold legal title to the Equipment as the owner, or (ii), for Equipment titled in California, be the "owner" (as defined

in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder, which is the first position lienholder and, with respect to Equipment titled in California, the "legal owner" (as defined in Section 370 of the California Vehicle Code) of the Equipment. If Lessor terminates this Lease Agreement pursuant to Paragraph 16 hereof or an Event of Nonappropriation occurs hereunder, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee.

As further security therefor, Lessee hereby agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code with respect to any and all Equipment hereunder.

9. **Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease. At Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any of the Equipment. Lessee will also provide any information as may be reasonably requested by Lessor with respect to any fixture filings that Lessor may deem necessary.

10. **Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment will be transferred, conveyed and assigned to Lessee, and this Lease Agreement shall terminate: (a) upon payment in full of the rental payments and all other payments then due hereunder or (b) on any rental payment date hereunder, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule in Exhibit A. Lessee shall not have the option to purchase the Equipment hereunder as provided in the foregoing clause (b) on any rental payment date hereunder for which a Concluding Payment is not stated in the rental payment schedule.

11. **Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder because of any such occurrence. If (a) the Equipment or any portion thereof hereunder is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

12. **Insurance.** (a) Insurance Policies. If Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Lease Term, and (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like

property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required hereunder or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor a certification in the form of Exhibit C-1 and satisfactory evidence of the insurance coverage required hereunder. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

(b) **Self-Insurance.** If Lessee is self-insured with respect to equipment such as the Equipment under an actuarially sound self-insurance program that is acceptable to and approved by Lessor, Lessee shall maintain during the Lease Term such actuarially sound self-insurance program and shall provide Lessor a certification in the form of Exhibit C-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor.

13. **Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created hereunder) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder or to otherwise effectuate the intent of this Lease Agreement.

14. **Indemnification.** To the extent authorized by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs ("Claims"), arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, operation, control, use, condition, maintenance, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, if Lessee shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Lease Agreement for any reason whatsoever. However, Lessee shall not be obligated to indemnify Lessor from Claims arising from the actual, proven, direct and proximate gross negligence or willful misconduct of Lessor.

15. **Assignment; Subleasing.** LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS LEASE AGREEMENT, THE ESCROW AGREEMENT (INCLUDING THE ESCROW FUND CREATED THEREUNDER) OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR

WRITTEN CONSENT. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in the Equipment, this Lease Agreement, and the Escrow Agreement (including the Escrow Fund created thereunder), including, but not limited to, Lessor's rights to receive the rental payments hereunder or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however*, Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Lease Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect hereto in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge any such assignment in writing within 15 days after request therefor in the form attached as Exhibit B hereto. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

16. **Events of Default; Remedies.** Each of the following events constitutes an "Event of Default" hereunder: (a) Lessee fails to pay in full the rental payment due hereunder on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee hereunder for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection herewith is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment or the making of any levy, seizure or attachment thereof or thereon; or (f) Lessee defaults in its obligations under any other agreement for borrowing money, lease financing of property, or otherwise receiving credit and the obligee thereunder (or trustee on its behalf) is permitted to exercise any remedies under the agreement.

Immediately upon the occurrence of an Event of Default hereunder, Lessor may demand payment of the Concluding Payment, together with all rental payments and other amounts that may have been appropriated through the end of the then current Fiscal Year and terminate this Lease Agreement or Lessee's rights hereunder and in any such event repossess the Equipment, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. In the alternative, Lessor may request that Lessee refrain from using the Equipment, purge any software and programming from its operating systems and destroy any hard or electronic copies of such software and programming. Upon Lessor's request, Lessee will provide Lessor with reasonable certifications as to the foregoing. If Lessor is entitled to repossess the Equipment or under any provision of this Lease Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration, or (c) pay for the transfer of any and all licenses, rights, or interest in any software or programming, to the extent the foregoing may be assigned. If Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments that would have been paid during the Lease Term plus any other amounts then due hereunder, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates this Lease Agreement under this Paragraph 16 or an Event of Nonappropriation occurs hereunder and in either case Lessee continues to use the Equipment or if Lessee otherwise refuses to pay rental payments hereunder due during a Fiscal Year for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due hereunder, Lessor (i) may declare the rental payments due and owing for the Fiscal Year for which such appropriations have been made to be immediately due and payable, (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment, and (iii) will be entitled to recover interest on all such amounts at the Default Rate.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses (including attorney's fees) reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

17. **Late Payments.** Whenever any rental payment or other amount payable to Lessor by Lessee hereunder is not paid within ten (10) days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the "Default Rate," which is one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

18. **Rental Payments to Be Unconditional.** Except as expressly set forth in this Lease Agreement (including Paragraph 3), Lessee agrees that as of the Commencement Date, Lessee's obligations hereunder are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment, or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

19. **Tax Covenants.** Lessee agrees that it will not take any action that would cause the interest component of rental payments hereunder to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of rental payments hereunder to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments hereunder for federal income tax purposes; (b) complete and file in a timely manner an information reporting return as required by the Code; and (c) rebate an amount equal to excess earnings on the Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments hereunder. Lessor and Lessee certify that, so long as any rental payments hereunder remain unpaid, moneys on deposit in the Escrow Fund

will not be used in a manner that will cause this Lease Agreement to be classified as an “arbitrage bond” within the meaning of Section 148(a) of the Code.

If Lessee breaches the covenants contained in this Paragraph 19, the interest component of rental payments hereunder may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay promptly after any such determination of taxability and on each rental payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

It is Lessor’s and Lessee’s intention that this Lease Agreement not constitute a “true” lease for federal income tax purposes and, therefore, it is Lessor’s and Lessee’s intention that Lessee be considered the owner of the Equipment hereunder for federal income tax purposes.

20. Lessee Representations and Warranties. Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is an incorporated city within the State of California, and operates under a Council-Manager form of government, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease Agreement and the Escrow Agreement and has been duly authorized to execute and deliver this Lease Agreement and the Escrow Agreement and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee’s governing body specifically authorizing Lessee to execute and deliver this Lease Agreement and the Escrow Agreement and all documents contemplated hereby and thereby. Lessee has provided to Lessor a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit F hereto relating to the authority of the officers who have executed and delivered this Lease Agreement and who will execute and deliver this Lease Agreement and the Escrow Agreement and all documents in connection herewith and therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Lease Agreement and the Escrow Agreement, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Lease Agreement and the Escrow Agreement.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Lease Agreement and the Escrow Agreement, or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease Agreement or the Escrow Agreement, or any other agreement or instrument to which Lessee is a party and that is used or contemplated for use in the consummation of the transactions contemplated by this Lease Agreement or the Escrow Agreement. All authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease Agreement and the Escrow Agreement or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained.

(f) The payment of the rental payments or any portion thereof hereunder is not (under the terms of this Lease Agreement) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Lease Agreement and the Escrow Agreement will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Lease Agreement is its true, correct, and complete legal name.

(i) The useful life of the Equipment will not be less than the Lease Term hereof.

(j) Lessee has entered into this Lease Agreement for the purpose of purchasing, acquiring, and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor from the Escrow Fund to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery hereof.

(k) The application, statements, and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Lease Agreement and the Escrow Agreement.

(l) During the term of this Lease Agreement, Lessee shall (i) provide Lessor, at or prior to the end of each Fiscal Year (commencing with the current Fiscal Year), with current budgets or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue the Lease Term for the next succeeding Fiscal Year as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Year, the audited financial statements of Lessee at the close of and for such Fiscal Year, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On the Commencement Date, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel in substantially the form attached as Exhibit G hereto.

(n) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment hereunder over the amount deposited by Lessor in the Escrow Fund and interest earnings thereon.

(o) Lessee has experienced no material change in its financial condition since June 30, 2014.

(p) Lessee acknowledges that: (a) Lessor is acting solely for its own account and not as a fiduciary for Lessee or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) Lessor has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Lessee with respect to its acquisition of the Equipment; and (c) Lessee has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this Lease Agreement from its financial, legal and other advisors (and not Lessor) to the extent that Lessee desired to obtain such advice.

21. Execution in Counterparts; Chattel Paper. This Lease Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same

instrument; *provided, however*, that only Counterpart No. 1 hereof shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

22. **Applicable Law.** This Lease Agreement shall be construed under the laws of the State of California.

23. **Binding Effect; Severability; Survival.** This Lease Agreement shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives, and assigns. No provision of this Lease Agreement that may be construed as unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.

24. **Miscellaneous Provisions.** Any notice to a party hereunder shall be deemed given when mailed to that party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Lease Agreement and the Escrow Agreement constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes hereof and any assignment hereof. If a court with competent jurisdiction rules that the interest rate charged hereunder exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

[Remainder of page intentionally left blank]

THE UNDERSIGNED HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS EQUIPMENT LEASE-PURCHASE AGREEMENT.

HOLMAN CAPITAL CORPORATION, Lessor CITY OF TEHACHAPI, Lessee

By: x _____
Lance S. Holman
President & CEO

By: x _____
Name: Susan Wiggins
Title: City Mayor

Counterpart No. _____ of three manually executed and serially numbered counterparts. To the extent that this Lease Agreement constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
EQUIPMENT SCHEDULE TO EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED OCTOBER 23, 2015

1. DESCRIPTION OF THE EQUIPMENT:

The Lessee will purchase a 911 System, related backbone infrastructure, radio equipment, server and furniture. Additionally, the Lessee would like to acquire two (2) servers along with software for the City Hall. Both contracts shall be financed by this Equipment Schedule dated October 23, 2015 to that certain Equipment Lease-Purchase Agreement dated October 23, 2015 by and between Holman Capital Corporation and the City of Tehachapi, including, without limitation, the following:

Description	Total Cost	% of Total
911 System:		
AT&T 911 System	\$ 157,959.40	31.59%
Radio and Dispatch Equipment	\$ 77,768.97	15.55%
Dispatch Server Upgrade	\$ 96,699.92	19.34%
Dispatch Modules and Furniture	\$ 60,365.10	12.07%
Contingencies	\$ 57,206.61	11.44%
Total 911 System	\$ 450,000.00	90.00%
City Hall Server:		
Power Edge R630 Server	\$ 17,688.10	3.54%
Software	\$ 14,840.00	2.97%
Installation	\$ 8,400.00	1.68%
Contingencies	\$ 4,071.90	0.81%
Total City Hall Server	\$ 45,000.00	9.00%
Total Project Cost	\$ 495,000.00	99.00%
Holman Capital Documentation Fee	\$ 5,000.00	1.00%
Net Financing Amount	\$ 500,000.00	100.00%

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: City of Tehachapi, as more fully described on the Vendor Contract, including the Lessee's principal location at 115 S. Robinson Street, Tehachapi, California 93561.

3. RENTAL PAYMENT SCHEDULE: The rental payments shall be made for the Equipment as follows:

PAYMENT NUMBER	DATE DUE	TOTAL RENTAL PAYMENT DUE	INTEREST COMPONENT	PRINCIPAL COMPONENT	PURCHASE OPTION ^o
0	10/23/2015				
1	4/23/2016	\$ 39,463.70	\$ 6,800.00	\$ 32,663.70	\$ 481,356.39
2	10/23/2016	\$ 39,463.70	\$ 6,355.77	\$ 33,107.93	\$ 447,255.22
3	4/23/2017	\$ 39,463.70	\$ 5,905.51	\$ 33,558.19	\$ 412,690.29
4	10/23/2017	\$ 39,463.70	\$ 5,449.11	\$ 34,014.59	\$ 377,655.26
5	4/23/2018	\$ 39,463.70	\$ 4,986.52	\$ 34,477.18	\$ 342,143.76
6	10/23/2018	\$ 39,463.70	\$ 4,517.63	\$ 34,946.07	\$ 306,149.31
7	4/23/2019	\$ 39,463.70	\$ 4,042.36	\$ 35,421.34	\$ 269,665.33
8	10/23/2019	\$ 39,463.70	\$ 3,560.63	\$ 35,903.07	\$ 232,685.17
9	4/23/2020	\$ 39,463.70	\$ 3,072.35	\$ 36,391.35	\$ 195,202.08
10	10/23/2020	\$ 39,463.70	\$ 2,577.43	\$ 36,886.27	\$ 157,209.22
Grand Totals		\$ 552,491.80	\$ 52,491.80	\$ 500,000.00	

^o Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

4. INTEREST RATE: 2.72 %

5. COMMENCEMENT DATE: October 23, 2015

6. SCHEDULED LEASE TERM: 7 years

7. Lessee's current Fiscal Year extends from July 1, 2015 to June 30, 2016.
8. The terms and provisions of the Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.
9. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Schedule during Lessee's current Fiscal Year.
10. Interest, if any, accruing from the Commencement Date to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Equipment Schedule.

[Remainder of page intentionally left blank]

CITY OF TEHACHAPI
as Lessee

HOLMAN CAPITAL CORPORATION,
as Lessor

By: _____
Name: Susan Wiggins
Title: City Mayor

By: _____
Name: Lance S. Holman
Title: President & CEO

Counterpart No. _____ of three manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature Page to Exhibit A- Equipment Schedule]

EXHIBIT B

**NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND
ASSIGNMENT OF LEASE AGREEMENT AND ESCROW AGREEMENT**

Holman Capital Corporation ("*Lessor*") and the City of Tehachapi ("*Lessee*") have entered into an Equipment Lease-Purchase Agreement and Equipment Schedule thereto both dated October 23, 2015 (the "*Lease Agreement*"), under which Lessee has, or will have prior to its execution hereof, leased equipment (the "*Equipment*") described therein.

Lessee is hereby notified that Lessor has assigned its right, title, and interest in and to the Lease Agreement, the leased Equipment, and the rental payments as permitted by the Lease Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due under the Lease Agreement to Community Business Bank, and/or its affiliates (the "*Assignee*"), as directed by the Assignee or a paying agent acting on behalf of Assignee, pursuant to the instructions contained in any invoice or notice. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Community Business Bank
Attn: Loan Servicing Department
1540 West Kettleman Lane, Suite A
Lodi, CA 95242
E-mail: dbryant@communitybizbank.com

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease Agreement as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease Agreement, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease Agreement or made any warranties whatsoever as to the Lease Agreement or the Equipment. Lessee agrees that no change may be made to the Lease Agreement without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: October 23, 2015

CITY OF TEHACHAPI, as Lessee

By: _____
Name: Susan Wiggins
Title: City Mayor

EXHIBIT C-1

INSURANCE CERTIFICATION

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

October 23, 2015

Re: Equipment Lease-Purchase Agreement dated October 23, 2015

In connection with the above-referenced Lease Agreement, City of Tehachapi, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: [Insert Insurer Name Here- Lessee to provide]

Address: [Insert Address Here- Lessee to provide]

Phone: [Insert Phone Here—Lessee to provide]

to issue:

Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$5,000,000. The policy
X should be endorsed to name Community Business Bank (the assignee of Holman Capital Corporation) as an additional insured.

Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the
X above-referenced Equipment Schedule in an amount not less than the greater of \$500,000.00 the full replacement cost of the Equipment. Such insurance shall be endorsed to name Community Business Bank as a lender loss payee with respect to such Equipment.

The required insurance should also be endorsed to give Community Business Bank at least 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Community Business Bank shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Community Business Bank prior to and/or commensurate with the Commencement Date of the Lease.

Very truly yours,

CITY OF TEHACHAPI, as Lessee

By: _____

Name: Susan Wiggins

Title: City Mayor

EXHIBIT C-2

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

October 23, 2015

Re: Equipment Lease-Purchase Agreement dated October 23, 2015

In connection with the above-referenced Lease Agreement, City of Tehachapi, as lessee (the "*Lessee*") certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks.

The following is attached (check all that apply):

- Letter from risk manager describing self-insurance program
- Other evidence of Lessee's participation in self-insurance program

Very truly yours,

CITY OF TEHACHAPI, as Lessee

By: _____
Name: Susan Wiggins
Title: City Mayor

EXHIBIT D

ESSENTIAL USE CERTIFICATE

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

October 23, 2015

Re: Equipment Lease-Purchase Agreement dated October 23, 2015

I, Susan Wiggins, the City Mayor of the City of Tehachapi, as lessee (the "*Lessee*"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Lease Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment? (If so, please explain why you are replacing the existing equipment)*

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

Very truly yours,
CITY OF TEHACHAPI, as Lessee

By: _____
Name: Susan Wiggins
Title: City Mayor

[Signature Page to Essential Use Certificate]

EXHIBIT E

INCUMBENCY CERTIFICATE

I, **Tori Clark**, do hereby certify that I am the City Clerk of the City of Tehachapi, which is an incorporated city within the State of California, and operates under a Council-Manager form of government, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the City holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated October 23, 2015 (the "*Lease Agreement*"), between the City of Tehachapi and Holman Capital Corporation, as lessor, and
 - b. Enter into that certain Escrow dated October 23, 2015 (the "*Escrow Agreement*"), between the City of Tehachapi, Community Business Bank, as escrow agent, and Holman Capital Corporation, as lessor, and to execute various payment and disbursement request forms,
 - c. Execute Certificates of Acceptance and other certificate, documents, and agreements relating to the Lease Agreement and/or Escrow Agreement.

NAME	TITLE	SIGNATURE
Susan Wiggins	City Mayor	_____ _____ _____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the City of Tehachapi, California.

October 23, 2015

Tori Clark, City Clerk

EXHIBIT F

OPINION OF LESSEE'S COUNSEL

October 23, 2015

Holman Capital Corporation
29883 Santa Margarita Parkway, Suite 100
Rancho Santa Margarita, CA 92688

Re: Equipment Lease-Purchase Agreement and Equipment Schedule both dated October 23, 2015

Ladies and Gentlemen:

As counsel to the City of Tehachapi (the "*Lessee*"), I have examined the Equipment Lease-Purchase Agreement and Equipment Schedule both dated October 23, 2015 (collectively, the "*Lease Agreement*"), between the Lessee and Holman Capital Corporation, as lessor ("*Lessor*"), the form of the Escrow Agreement, together the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Escrow Agreement*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Lease Agreement and the Escrow Agreement and the investment of the lease proceeds into the Permitted Investment (as such term is defined in the Escrow Agreement). The Lease Agreement and the Escrow Agreement are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is an incorporated city within the State of California, and operates under a Council-Manager form of government, with full power and authority to enter into the Transaction Documents. Lessee is a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. The Permitted Investment has been duly authorized by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. The resolution adopted by the Governing Body of the Lessee authorizing the execution and delivery of the Transaction Documents, the investment of lease proceeds into the Escrow Account and Permitted Investments, and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the

Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Lease Agreement. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

Firm Name

EXHIBIT G:

BANK QUALIFIED CERTIFICATE

The City of Tehachapi, as issuer, (the "Lessee") under that certain Equipment Lease-Purchase Agreement (the "Agreement") dated as of October 23, 2015 to which this Designation is attached, hereby designates the Agreement as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Agreement) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Agreement is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of the Agreement and inures to the benefit of the Purchaser and its successors and/or assigns.

EXECUTED as of this 23rd day of October, 2015.

CITY OF TEHACHAPI, as Lessee

By: _____
Name: Susan Wiggins
Title: City Mayor

EXHIBIT H

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: October 23, 2015

The following certificate is delivered in connection with the execution and delivery of the Equipment Lease-Purchase Agreement dated October 23, 2015 (the "Lease Agreement"), entered into between the City of Tehachapi (the "Lessee") and Holman Capital Corporation (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **\$500,000.00** (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **Community Business Bank**, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of October 23, 2015 (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4 Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5 The Lease is a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2 Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3.(a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by October 2016, but not later than April 2017.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is

expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; and (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related.

6.3. For purposes of paragraph 6.2 above, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.4. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee's Tax Identification Number is: 95-6000801.

8.5. The Lessee has adopted, or will adopt in a reasonable period post-closing, by resolution, separate written procedures regarding ongoing compliance with federal tax requirements necessary to keep, ensure and maintain the interest portions of the Rental Payments under the Lease Agreement as excluded from Lessor's gross income for federal income tax purposes, and will, on an annual basis, conduct an audit of the Lease Agreement to ensure compliance with such procedures

IN WITNESS WHEREOF, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of Lessee as of October 23, 2015.

CITY OF TEHACHAPI, CALIFORNIA

By: _____
Name: Susan Wiggins
Title: City Mayor

EXHIBIT I:

ESCROW AGREEMENT

LESSOR:
Holman Capital Corporation
29883 Santa Margarita Parkway
Suite 100
Rancho Santa Margarita, CA 92688

ESCROW AGENT:
Community Business Bank
1550 Harbor Blvd, Suite 200
West Sacramento, CA 95691

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

THIS ESCROW AGREEMENT (this "*Escrow Agreement*") is made as of October 23, 2015, between Holman Capital Corporation ("*Lessor*"), the City of Tehachapi ("*Lessee*"), and Community Business Bank (the "*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated October 23, 2015 (the "*Lease Agreement*"). The Lease Agreement contemplates that certain Equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease Agreement.

The Lease Agreement contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$500,000.00 (the "*Deposit Amount*"), for deposit into the escrow fund (the "*Escrow Fund*"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held in Lessee's name for the benefit of Lessee and Lessor, and Lessee has granted to Lessor a first priority and perfected security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest hereby granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the

appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.
3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Cash, securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).
4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund in a Community Business Bank non-interest bearing demand deposit account with no fees or costs (as more particularly described in Schedule B hereto, the "Permitted Investment"), or such other investments as Escrow Agent may from time to time offer and Lessee may from time to time specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest (if any) or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease Agreement to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.
5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:
 - a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor.
 - b. On the Commencement Date, the Escrow Agent shall pay to Holman Capital Corporation a documentation fee in the amount of \$5,000.00. The Escrow Agent will not charge fees for the ordinary services it renders in connection herewith.
 - c. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Lease Agreement, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.
 - d. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be

approved by Lessee or, at the written direction of Lessee, for application against the interest component of the Lessee's payment obligation under the Lease Agreement, as provided therein, unless otherwise agreed by Lessor.

6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.
7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.
8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.
9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(c) or Section 5(d) hereof.
10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.
11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.
12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.
13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.
14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

15. Information Required Under USA PATRIOT ACT: The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: CITY OF TEHACHAPI

By: _____
Lance S. Holman
President & CEO

By: _____
Susan Wiggins
City Mayor

ESCROW AGENT: COMMUNITY BUSINESS BANK

By: _____
Name: Dianne Bryant
Title: SVP, Credit Administration

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Community Business Bank (the "*Escrow Agent*"), as escrow agent under that certain Escrow Agreement dated October 23, 2015 (the "*Escrow Agreement*"), between the City of Tehachapi ("*Lessee*"), Holman Capital Corporation ("*Lessor*"), and the Escrow Agent. Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to Community Business Bank, all references herein to "*Lessor*" shall mean Community Business Bank.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Equipment Lease-Purchase Agreement and Equipment Schedule both dated October 23, 2015 (the "*Lease Agreement*"), between Lessor and Lessee:

LOCATION	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Lease Agreement; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (iv) the estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of the Lease Agreement; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease Agreement during Lessee's current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Lease Agreement. By checking the foregoing box, Lessee certifies and confirms that Lessor has performed all of its obligations under the Lease Agreement.

Acceptance Date: _____

Approved:

COMMUNITY BUSINESS BANK, as Lessor

CITY OF TEHACHAPI, as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE A TO ESCROW AGREEMENT:

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW AGREEMENT

Holman Capital Corporation ("Lessor"), City of Tehachapi ("Lessee"), and Community Business Bank ("Escrow Agent") have entered into an Escrow Agreement dated October 23, 2015 (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Community Business Bank ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: October 23, 2015

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: CITY OF TEHACHAPI

By: _____
Lance S. Holman
President &CEO

By: _____
Susan Wiggins
City Mayor

ESCROW AGENT: COMMUNITY BUSINESS BANK

By: _____
Name: Dianne Bryant
Title: SVP, Credit Administration

SCHEDULE B TO ESCROW AGREEMENT:

DISCLOSURE AND AUTHORIZATION FOR PERMITTED INVESTMENT

COMMUNITY BUSINESS BANK NON-INTEREST BEARING DEMAND DEPOSIT ACCOUNT

Client: City of Tehachapi

Lease Issuance: October 23, 2015

DISCLOSURE

The Community Business Bank Non-Interest Bearing Demand Deposit Account (the "Permitted Investment") is a non-interest bearing checking account exclusively for mutual customers of Holman Capital Corporation and Community Business Bank. The Permitted Investment is not endorsed, collateralized or guaranteed by, and does not constitute obligations of Community Business Bank or its affiliates; however, the funds held in this account are considered insured deposits by the FDIC. A copy of all accounts disclosures and/or a prospectus have been provided to the undersigned Lessee. We hereby acknowledge receipt of the foregoing.

AUTHORIZATION

With respect to the above referenced Lease Issuance of the Lessee, Community Business Bank is hereby authorized and directed to invest the Lease Proceeds in the Permitted Investment pending additional investment directions and/or distribution instructions from the Lessee and/or Lessor, subject to the express terms contained in the Escrow Agreement.

LESSEE
City of Tehachapi

By: _____ Date: _____
Name: Susan Wiggins
Title: City Mayor

**Community Business Bank
Waiver of Securities for Deposit of Public Moneys**

Pursuant to State of California Government Code Section 53653, the undersigned does hereby agree to waive the security collateralization requirement for that portion of any deposits maintained by the Depositor as are insured pursuant to federal law. This waiver refers to the deposit levels covered by FDIC insurance (currently \$250,000.00).

The undersigned also affirms that he/she is duly authorized to grant this waiver. All moneys belonging to the Depository, and on deposit in excess of the FDIC insurance levels, shall be collateralized by pledged securities in accordance with the Local Agency Deposit Security Law and applicable California Government Code and Code of Regulations.

IN WITNESS WHEREOF, the Authorized Signor in his/her official capacity has signed this contract in duplicate and the Depository has caused this contract to be executed in like number by its duly authorized officers.

LESSOR: HOLMAN CAPITAL
CORPORATION

LESSEE: CITY OF TEHACHAPI

By: _____
Lance S. Holman
President & CEO

By: _____
Susan Wiggins
City Mayor

DEPOSITORY: COMMUNITY BUSINESS BANK

By: _____
Name: Dianne Bryant
Title: SVP, Credit Administration

CLOSING MEMORANDUM

**\$500,000.00 LEASE OF 911 SYSTEM AND SERVER UPGRADE
PURSUANT TO THAT EQUIPMENT LEASE-PURCHASE AGREEMENT AND EQUIPMENT SCHEDULE THERETO
DATED OCTOBER 23, 2015
BETWEEN CITY OF TEHACHAPI AS LESSEE, AND
HOLMAN CAPITAL CORPORATION, AS LESSOR**

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before **October 20, 2015**. All documents will be executed and two (2) blue ink originals will be overnighted to Holman Capital Corporation, Attn.: Aditya Kajaria, 29883 Santa Margarita Parkway, Suite 100, Rancho Santa Margarita, 92688 for delivery no later than 9:00 am on the morning of **October 22, 2015** and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By internal funds transfer and pending receipt of original, executed Lease Documents, on the morning of **October 23, 2015**, the Investor is authorized by Lessee to transfer via internal credit the Total Equipment Cost (as defined below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name: Community Business Bank
ABA Number: _____
Account Number: _____
Account Name: City of Tehachapi

(2) By internal funds transfer and pending receipt of original, executed Lease Documents, on the morning of **October 23, 2015**, the Investor is authorized by Lessee to transfer via internal credit the Issuance Costs (as defined below) to Lessor, pursuant to a general ledger credit to the Lessor as follows:

Bank Name: Community Business Bank
ABA Number: 121144191
Account Number: 201008281
Account Name: Holman Capital Corporation

Counsel for each of the Parties will confirm by e-mail receipt of funds and then the release of all original documents held in trust, when such funds and/or documents are in the possession of each of the Parties. Upon confirmation by Escrow Agent of the Lease Proceeds, Lessee will wire closing costs, legal fees and other amounts to the parties in accordance with the invoices attached hereto.

Sources and Uses of Funds:

Principal Amount of Lease	\$ 500,000.00
TOTAL SOURCES	\$ 500,000.00
Total Equipment Cost:	\$ 495,000.00
Issuance Costs:	\$ 5,000.00
TOTAL LEASE PROCEEDS	\$ 500,000.00

Attest:

CITY OF TEHACHAPI

By: _____

Name: Susan Wiggins
Title: City Mayor

COUNCIL REPORTS

MEETING DATE: October 19, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: JAY SCHLOSSER, DEVELOPMENT SERVICES DIRECTOR

DATE: OCTOBER 14, 2015

SUBJECT: INTRODUCE AN ORDINANCE AMENDING ORDINANCE NO. 14-03-717 CHAPTERS 3.20, 3.30, 4.20, 4.50, 6.20, 7.10, 9.70 AND 11.10

BACKGROUND:

As the City Council is aware, the City adopted a new Zoning Code in October 2014. The Zoning Code is a hybrid code having form-based zoning as well as conventional zoning. After a year of working with the new code, Staff is of the opinion that certain sections of the code need to be amended to better suit Tehachapi. Generally, amending a recently adopted Zoning Code is relatively common once Staff has had the opportunity to implement the Code and evaluate where changes are necessary and improvements to the Code can be made. Future amendments are likely as Staff identifies additional items requiring modifications. The proposed amendments have been incorporated into the attached ordinance.

City Staff presented the proposed ordinance amendments to the City Planning Commission on October 12, 2015. Following a detailed review and discussion, the Planning Commission has approved the recommended amendments and recommends that the City Council do the same. The Planning Commission approved the recommendation unanimously.

RECOMMENDATION

INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AMENDING ORDINANCE NO. 14-03-717 CHAPTERS 3.20, 3.30, 4.20, 4.50, 6.20, 7.10, 9.70 AND 11.10 OF THE TEHACHAPI ZONING CODE PURSUANT TO CEQA GUIDELINES SECTION 15061(B)(3) GENERAL RULE EXEMPTION.

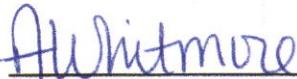


CITY OF TEHACHAPI
NOTICE OF
ORDINANCE SUMMARY

Notice is hereby given that at a regular meeting to be held by the City Council of the City of Tehachapi at 6:00 p.m. on Monday, October 19, 2015, or thereafter, at the Wells Education Center, 300 South Robinson Street, Tehachapi, California, a proposed Ordinance of the City Council of the City of Tehachapi amending Chapters 3.20, 3.30, 4.20, 4.50, 6.20, 7.10, 9.70 and 11.10 of the Tehachapi Zoning Code.

These changes represent minor edits to the Zoning Code as identified by Staff. Changes have been identified during normal day-to-day operation of the City Planning Department.

TEHACHAPI CITY COUNCIL



Ashley Whitmore
Deputy City Clerk of the City of Tehachapi, California

Dated:

Published:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AMENDING ORDINANCE NO. 14-03-717 AND CHAPTERS 3.20, 3.30, 4.20, 4.50, 6.20, 7.10, 9.70, AND 11.10 OF THE TEHACHAPI ZONING CODE

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

Section 1. Amendments.

Ordinance No. 14-03-717 and the Tehachapi Zoning Code are hereby amended as follows:

A. Tables 3.20.030, 3.20.040, 3.20.050, 3.20.060, 3.20.070, 3.20.080, 3.20.090, 3.30.030, 3.30.040, 3.30.050, 3.30.060, 3.30.070, 3.30.080, 3.30.090, 3.30.100, 3.30.110, 3.30.120, 3.30.130, 3.30.140, and 3.30.150 of the Tehachapi Zoning Code are hereby replaced, respectively, with the Tables attached hereto as Exhibit "A" and by this reference made a part hereof.

B. Paragraph C of Section 4.20.040 is hereby replaced with the following:
"With the exception of corner lots, a recreational vehicle parked on any premises other than an approved trailer park shall not be parked within the required front, side or rear setback, or other required unoccupied spaces of a lot in the zone where such recreational vehicle is parked."

C. Paragraphs 8(a) and (b) of Section 4.50.020.A are hereby replaced

with the following:

"(a) Parking spaces shall meet the requirement of Chapter 11B of the California Building Code."

"(b) When less than twenty-five parking spaces are provided, one space must meet the Accessibility Code set forth in Chapter 11B of the California Building Code. Accessible routes must also meet Chapter 11B of the California Building Code."

D. Sections 6.20.050, 6.20.060, 6.20.070, and 6.20.080 are hereby renumbered respectively as Sections 6.20.060, 6.20.070, 6.20.080, and 6.20.090.

E. Section 6.20.050 is added to the Zoning Code as follows:

"Section 6.20.050 Household Pets.

"A. Applicability

"Household pets are permitted in any zone when accessory to a residential use subject to the requirements in this Section.

"B. Maximum number of dogs and cats

"A maximum of two dogs and three cats shall be permitted.

"C. Prohibited pets

"Except as otherwise provided in Subsection E, the following are prohibited:

1. Horses,
2. Cows,
3. Goats,

4. Sheep,
5. Other equine bovine, ovine, or ruminant animals,
6. Predatory or wild animals,
7. Chickens,
8. Ducks,
9. Geese,
10. Turkeys, and
11. Other game birds and fowl that normally constitute an agricultural use.

"D. Standards for Vietnamese potbellied pigs

1. Vietnamese potbellied pigs shall be permitted as household pets provided that they:

- a) Are not over twenty inches at the shoulder,
- b) Do not weigh more than one hundred pounds, and
- c) Are kept in an enclosed room, pen, or other enclosure, or
- d) An outside enclosure made of wood or metal fencing with at least three hundred square feet for each Vietnamese pot-bellied pig.

2. No more than two Vietnamese pot-bellied pigs shall be permitted per residence.

"E. Standards in the Estate (E) zone.

"In the Estate (E) zone, livestock is permitted. Up to two horses or two cows or four sheep or four goats are permitted per acre. Pigs are not allowed, except Vietnamese potbellied pigs as described in Subsection D."

F. The table of contents for Article 6 at page viii and at page 6-1 and the table of contents for Chapter 6.20 at page 6-5 are hereby amended to reflect the amendments described in Paragraphs D and E immediately above.

G. Section 7.10.160.K is hereby replaced with the following: "Feather Signs;"

H. The first sentence of Section 9.70.060.D and Paragraphs 1 through 16 thereunder are replaced in their entirety with the following: "A mobile business compatible with the applicable zone and surrounding land uses shall operate in compliance with Title 5 of the Tehachapi Municipal Code."

I. Section 11.10.020.B is amended by adding "tanning salons" under "**Business and Personal Services (land use type).**"

J. Section 11.10.020.E is amended by adding the following definition: "**Employee Housing (land use type):** Housing as described in California Health and Safety Code Sections 17021.5 and 17021.6, and employee housing defined in California Health and Safety Code Section 17008."

K. Section 11.10.020.H is amended by adding the following definition: "**Household Pets:** Animals permitted in a dwelling and kept only for the company or pleasure provided to the occupants."

L. Section 11.10.020.M is amended by replacing the definition for "**Medical Services (land use type)** with the following: "**Medical Services (land use type):** A facility other than a hospital where medical, dental, mental health, surgical, massage (certified, therapeutic, non-sexual), and/or other personal health care services are provided on an outpatient basis (for example, chiropractors, medical doctors, psychiatrists, etc., other than nursing staff) within an individual office suite. These facilities may also include incidental medical laboratories."

M. Section 11.10.020.P is amended at "**Personal Services, restricted (land use type)**" to remove fortune tellers, psychics, palm and card readers, massage, and tanning salons and to add "Blood Plasma Sales Centers."

N. Section 11.10.020.R is amended by adding the following definition: "**Recreational Vehicle (RV)**: A motor home, slide-in camper, travel trailer, truck camper, camping trailer with or without motor power, designed for human habitation for recreational or emergency use. This shall also include a utility trailer."

O. Section 11.10.020.R is amended by replacing the definition for "**Retail (land use type)**" with the following: "**Retail (land use type)**: Premises available for the sale of merchandise and food service. This does not include Tobacco Centric Venues."

P. Section 11.10.020.S is amended to add the following definition: "**Storage and Warehousing (land use type)**: An establishment engaged in the storage of goods and vehicles including limousine service, towing facilities, moving truck companies, mini-storage (self-storage), and Recreational Vehicle storage. This does not include motor vehicle sales, rental, or repair."

Q. Section 11.10.020.T is amended to add the following definition: "**Tobacco Centric Venues (land use type)**: Any establishment engage in the selling (wholesale or retail) of tobacco, tobacco products, imitation tobacco products, electronic smoking devices, or tobacco paraphernalia or any facility, building, structure, or location where customers are engage in the use, smoking, or inhalation of nicotine or other substance within the establishment. This includes vapor

bars/lounges, hookah bars/lounges, and cigar shops/clubs."

Section 2. 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 3. 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: _____

SUSAN WIGGINS, Mayor of
the City of Tehachapi, California

ATTEST:

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

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

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

Published: _____

EXHIBIT "A"
[Amended Tables]

Chapter 3.30 Non-Transect Zones

Estate (E) Zone 3.30.030

Table 3.30.030. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	-	-
	Nightclub	-	-
	Health / Fitness	-	-
	Indoor/Outdoor Recreation	CUP	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	CUP	1/400
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
Retail	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	-	-
	Retail >2,000 square feet	-	-
	Secondhand Stores	-	-
Services	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	P	1/4
	Care Facility for the Elderly >7	-	-
	Day Care: Adult Day	MUP	1/4
	Day Care: Small House <7	P (1)	1/4
	Day Care: Large House 7 to 14	P (1)	1/4
	Day Care Center: Child > 15	CUP (1)	1/4
	Emergency Shelter	P	1/4
	Funeral Home	-	-
	Group Home < 7 clients	P	1/U
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Medical Services	-	-
	Laundromat/Dry Cleaning	-	-
	Business or Personal Services	-	-
	Repair, Commercial (non-vehicular)	-	-
Transitional and Supportive Housing	P	1/U	
Veterinary Clinic/Boarding	-	-	

Category	Use	Permit	Pkg
Office and Civic	Office	-	-
	Government, Civic, Library	-	-
	School, College, University	MUP	1.5
	Transit Station	-	-
Residential	Employees (Farmworker) Housing	P (1)	1/U (1)
	Granny Flat (Secondary Dwelling)	P (1)	0.5/U
	Ground Floor	-	-
	Home Occupation	P (1)	0
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	-	-
	Rooming and Boarding House	-	-
Industrial	Single Family Residential	P	2/U
	Single Room Occupancy	-	-
	Manufacturing	-	-
	Power / Electrical Substation	-	-
Motor-Vehicle Related	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
	Car Wash, Gas Station	-	-
Communications	Motor Vehicle Sales, Rentals	-	-
	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
Other	Telecommunications Facilities	CUP (1)	0
	Broadcasting / Recording Studio	-	-
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	MUP	0
	Agriculture (see 8.10.070)	MUP	5
	Greenway (see 8.10.080)	P	0
	Green (see 8.10.090)	P	0
	Plaza, Square, Passage	-	-
	Playground	-	-
	Sportsfield (see 8.10.140)	-	-
Roof Garden (see 8.10.150)	-	-	
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

Single Family Residential (R-1) Zone 3.30.040

Table 3.30.040. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	-	-
	Nightclub	-	-
	Health / Fitness	-	-
	Indoor/Outdoor Recreation	CUP	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	-	-
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
Retail	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	CUP	1/400
	Retail >2,000 square feet	-	-
Services	Secondhand Stores	-	-
	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	P	1/4
	Care Facility for the Elderly >7	-	-
	Day Care: Adult Day	P	1/4
	Day Care: Small House <7	P (1)	1/4
	Day Care: Large House 7 to 14	P (1)	1/4
	Day Care Center: Child > 15	CUP (1)	1/4
	Emergency Shelter	P	1/4
	Funeral Home	-	-
	Group Home <7 clients	P	1/U
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Medical Services	-	-
	Laundromat/Dry Cleaning	-	-
Business or Personal Services	-	-	
Personal Services, Restricted	-	-	
Repair, Commercial (non-vehicular)	-	-	
Transitional and Supportive Housing	P	1/U	
Veterinary Clinic/Boarding	-	-	

Category	Use	Permit	Pkg
Office and Civic	Office	-	-
	Government, Civic, Library	-	-
	School, College, University	P	1:5
	Transit Station	-	-
Residential	Employee (Farmworker) Housing	P (-)	1/U (-)
	Granny Flat (Secondary Dwelling)	P (1)	0.5/U
	Ground Floor	-	-
	Home Occupation	P (1)	0
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	-	-
	Rooming and Boarding House	-	-
	Single Family Residential	P	2/U
Single Room Occupancy	-	-	
Industrial	Manufacturing	-	-
	Power / Electrical Substation	-	-
	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
Motor-Vehicle Related	Car Wash, Gas Station	-	-
	Motor Vehicle Sales, Rentals	-	-
	Recreational Vehicle Park	-	-
Communications	Repair (motor vehicles)	-	-
	Telecommunications Facilities	CUP (1)	0
Other	Broadcasting / Recording Studio	-	-
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	CUP	0
	Agriculture (see 8.10.070)	-	-
	Greenway (see 8.10.080)	-	-
	Green (see 8.10.090)	P	0
	Plaza, Square, Passage	-	-
	Playground (see 8.10.130)	MUP	0
	Sportsfield (see 8.10.140)	MUP	0
	Roof Garden (see 8.10.150)	P	0
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

Medium-density Residential (R-2) Zone 3.30.050

Table 3.30.050. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	-	-
	Nightclub	-	-
	Health / Fitness	-	-
	Indoor/Outdoor Recreation	CUP	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	-	-
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
Retail	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	CUP	1/400
	Retail >2,000 square feet	-	-
	Secondhand Stores	-	-
Services	<u>Tobacco Centric Venue</u>	-	-
	Care Facility for the Elderly <7	MUP	1/4
	Care Facility for the Elderly >7	-	-
	Day Care: Adult Day	P	1/4
	Day Care: Small House <7	P (1)	1/4
	Day Care: Large House 7 to 14	P (1)	1/4
	Day Care Center: Child > 15	CUP (1)	1/4
	Emergency Shelter	P (1)	1/4
	Funeral Home	-	-
	Group Home < 7 clients	P	1/U
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Laundromat/Dry Cleaning	-	-
	Medical Services	CUP	1/400
	Business or Personal Services	-	-
Repair, Commercial (non-vehicular)	-	-	
Transitional and Supportive Housing	P	1/U	
Veterinary Clinic/Boarding	-	-	

Category	Use	Permit	Pkg
Office and Civic	Office	-	-
	Government, Civic, Library	-	-
	School, College, University	P	1:5
	Transit Station	-	-
Residential	Employee (Farmworker) Housing	P (1)	1/2 (1)
	Granny Flat (Secondary Dwelling)	P	0.5/U
	Ground Floor	-	-
	Home Occupation	P (1)	0
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	MUP	1.5/U
	Rooming and Boarding House	-	-
	Single Family Residential	P	2/U
Industrial	Single Room Occupancy	MUP	1/2U
	Manufacturing	-	-
	Power / Electrical Substation	-	-
	Reverse Vending Machine	-	-
Motor-Vehicle Related	Small Collection Facility	-	-
	Car Wash, Gas Station	-	-
	Motor Vehicle Sales, Rentals	-	-
Communications	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
Other	Telecommunications Facilities	CUP (1)	0
	Broadcasting / Recording Studio	-	-
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	CUP	0
	Agriculture (see 8.10.070)	-	-
	Greenway (see 8.10.080)	-	-
	Green (see 8.10.090)	P	0
	Plaza, Square, Passage	-	-
	Playground (see 8.10.130)	MUP	0
	Sportsfield (see 8.10.140)	MUP	0
Roof Garden (see 8.10.150)	P	0	
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

High-density Residential (R-3) Zone 3.30.060

Table 3.30.060. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	-	-
	Nightclub	-	-
	Health / Fitness	-	-
	Indoor/Outdoor Recreation	CUP	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	CUP	1/400
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
Retail	Outdoor Dining	-	-
	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	MUP	1/400
Services	Retail >2,000 square feet	-	-
	Secondhand Stores	-	-
	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	MUP	1/4
	Care Facility for the Elderly >7	CUP	1/4
	Day Care: Adult Day	P	1/4
	Day Care: Small House <7	P (1)	1/4
	Day Care: Large House 7 to 14	P (1)	1/4
	Day Care Center: Child > 15	CUP (1)	1/4
	Emergency Shelter	P (1)	1/4
	Funeral Home	-	-
	Group Home < 7 clients	P	1/U
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Laundromat/Dry Cleaning	-	-
Medical Services	-	-	
Business or Personal Services	-	-	
Repair, Commercial (non-vehicular)	-	-	
Transitional and Supportive Housing	P	1/U	
Veterinary Clinic/Boarding	-	-	

Category	Use	Permit	Pkg
Office and Civic	Office <2,000 sq ft	CUP	1/400
	Government, Civic, Library	-	-
	School, College, University	-	-
Residential	Transit Station	-	-
	Employee (Farmworker) Housing	P (-)	1/U (-)
	Granny Flat (Secondary Dwelling)	P (1)	0.5/U
	Ground Floor	-	-
	Home Occupation	P (1)	0
	Mobile Home Park/Subdivision	-	-
Industrial	Multi Family Residential	P	1/U
	Rooming and Boarding House	P	1/U
	Single Family Residential	P	2/U
	Single Room Occupancy	MUP	1/2U
	Manufacturing	-	-
Motor-Vehicle Related	Power / Electrical Substation	-	-
	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
	Car Wash, Gas Station	-	-
Communications	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
	Motor Vehicle Sales, new / used	-	-
Other	Motor Vehicle Rentals	-	-
	Telecommunications Facilities	CUP (1)	0
	Broadcasting / Recording Studio	-	-
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	P	0
	Agriculture (see 8.10.070)	-	-
	Greenway (see 8.10.080)	-	-
	Green (see 8.10.090)	P	0
	Plaza (see 8.10.100)	P	0
	Square (see 8.10.110)	P	0
	Passage (see 8.10.120)	P	0
	Playground (see 8.10.130)	P	0
Sportsfield (see 8.10.140)	P	0	
Roof Garden (see 8.10.150)	P	0	
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

Mobile Home Park (MHP) Zone 3.30.070

Table 3.30.070. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	-	-
	Nightclub	-	-
	Health / Fitness	-	-
	Indoor/Outdoor Recreation	P (2)	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	-	-
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
Retail	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	-	-
	Retail >2,000 square feet	-	-
	Secondhand Stores	-	-
Services	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	MUP	1/4
	Care Facility for the Elderly >7	CUP	1/4
	Day Care: Adult Day	P	1/4
	Day Care: Small House <7	P (1)	1/4
	Day Care: Large House 7 to 14	P (1)	1/4
	Day Care Center: Child > 15	P (1)	1/4
	Emergency Shelter	P (1)	1/4
	Funeral Home	-	-
	Group Home < 7 clients	P	1/U
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Laundromat/Dry Cleaning	-	-
	Medical Services	-	-
	Business and Personal Services	-	-
	Repair, Commercial (non-vehicular)	-	-
	Transitional and Supportive Housing	P (-)	1/U (-)
Veterinary Clinic/Boarding	-	-	

Category	Use	Permit	Pkg
Office and Civic	Office	-	-
	Government, Civic, Library	-	-
	School, College, University	P	1:5
	Transit Station	-	-
Residential	Employee (Farmworker) Housing	P (-)	1/U (-)
	Granny Flat (Secondary Dwelling)	-	-
	Ground Floor	-	-
	Home Occupation	P (1)	0
	Mobile Home Park/Subdivision	P (1)	1/U
	Multi Family Residential	-	-
	Rooming and Boarding House	-	-
Industrial	Single Family Residential	-	-
	Single Room Occupancy	-	-
	Manufacturing	-	-
	Power / Electrical Substation	-	-
	Reverse Vending Machine	-	-
Motor-Vehicle Related	Small Collection Facility	-	-
	Car Wash, Gas Station	-	-
	Motor Vehicle Sales, Rentals	-	-
	Recreational Vehicle Park	P (2)	-
Communications	Repair (motor vehicles)	-	-
	Telecommunications Facilities	CUP (1)	0
	Broadcasting / Recording Studio	-	-
Other	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	P	0
	Agriculture (see 8.10.070)	-	-
	Greenway (see 8.10.080)	-	-
	Green (see 8.10.090)	P	0
	Plaza, Square, Passage	-	-
	Playground (see 8.10.130)	MUP	0
	Sportsfield (see 8.10.140)	-	-
	Roof Garden (see 8.10.150)	-	-
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

(2)	Accessory to mobile home park
1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

Residential Professional (RP) Zone 3.30.080

Table 3.30.080. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	-	-
	Nightclub	-	-
	Health / Fitness	-	-
	Indoor/Outdoor Recreation	-	-
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	-	-
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
Retail	Outdoor Dining	-	-
	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	P	1/400
	Retail >2,000 square feet	-	-
Services	Secondhand Stores	-	-
	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	MUP	1/4
	Care Facility for the Elderly >7	CUP	1/4
	Day Care: Adult Day	P	1/4
	Day Care: Small House <7	P (1)	1/4
	Day Care: Large House 7 to 14	P (1)	1/4
	Day Care Center: Child > 15	-	-
	Emergency Shelter	-	-
	Funeral Home	-	-
	Group Home < 7 clients	P	1/U
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Medical Services	-	-
	Laundromat/Dry Cleaning	-	-
Business and Personal Services	-	-	
Repair, Commercial (non-vehicular)	MUP	1/500	
Transitional and Supportive Housing	P (-)	1/U (-)	
Veterinary Clinic/Boarding	MUP	1/400	

Category	Use	Permit	Pkg
Office and Civic	Office <3,000 sq ft	P	1/400
	Government, Civic, Library	-	-
	School, College, University	CUP	1:5
	Transit Station	-	-
Residential	Employee (Farmworker) Housing	P (-)	1/U (-)
	Granny Flat (Secondary Dwelling)	P (1)	0.5/U
	Ground Floor	MUP	1/U
	Home Occupation	P (1)	0
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	-	-
	Rooming and Boarding House	-	-
Industrial	Single Family Residential	P	2/U
	Single Room Occupancy	-	-
	Manufacturing	-	-
	Power / Electrical Substation	-	-
Motor-Vehicle Related	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
	Car Wash, Gas Station	-	-
Communications	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
Other	Motor Vehicle Sales, Rentals	-	-
	Telecommunications Facilities	CUP (1)	0
	Broadcasting / Recording Studio	-	-
	Temporary Use	MUP (1)	0
	Nature, Agriculture	-	-
	Greenway (see 8.10.080)	P	0
	Green (see 8.10.090)	P	0
	Plaza (see 8.10.100)	P	0
	Square (see 8.10.110)	P	0
	Passage (see 8.10.120)	P	0
Playground (see 8.10.130)	MUP	0	
Sportsfield (see 8.10.140)	-	-	
Roof Garden (see 8.10.150)	P	0	
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

Neighborhood Commercial (C-1) Zone 3.30.090

Table 3.30.090. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	CUP	1/400
	Nightclub	-	-
	Health / Fitness	P	1/400
	Indoor/Outdoor Recreation	CUP	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	CUP	1/400
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
Retail	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	P	1/400
	Retail <10,000 square feet	P	1/400
	Retail >10,000 square feet	CUP	1/400
Services	Secondhand Stores	-	-
	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	MUP	1/4
	Care Facility for the Elderly >7	CUP	1/4
	Day Care: Adult Day	-	-
	Day Care: Small House <7	-	-
	Day Care: Large House 7 to 14	-	-
	Day Care Center: Child > 15	P (1)	1/4
	Emergency Shelter	-	-
	Funeral Home	-	-
	Group Home < 7 clients	-	-
	Group Home > 7 clients	-	-
	Hotel / Motel	-	-
	Inn (B&B)	-	-
	Laundromat/Dry Cleaning	-	-
	Medical Services	CUP	1/400
	Business and Personal Services	MUP	1/500
	Personal Services, Restricted	[P]	1/500
	Repair, Commercial (non-vehicular)	-	-
	Transitional and Supportive Housing	-	-
Veterinary Clinic/Boarding	-	-	

Category	Use	Permit	Pkg
Office and Civic	Office	P	1/400
	Government, Civic, Library	CUP	1/400
	School, College, University	CUP	1:5
Residential	Transit Station	-	-
	Employee (Farmworker) Housing	-	-
	Granny Flat (Secondary Dwelling)	-	-
	Ground Floor	-	-
	Home Occupation	-	-
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	-	-
	Rooming and Boarding House	CUP	1/U
	Single Family Residential	-	-
	Single Room Occupancy	-	-
Industrial	Manufacturing	-	-
	Power / Electrical Substation	CUP	0
	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
Motor-Vehicle Related	Car Wash, Gas Station	-	-
	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
Communications	Motor Vehicle Sales, Rentals	-	-
	Telecommunications Facilities	CUP (1)	0
Other	Broadcasting / Recording Studio	CUP	1/400
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	P	0
	Agriculture (see 8.10.070)	-	-
	Greenway (see 8.10.080)	P	0
	Green (see 8.10.090)	P	0
	Plaza (see 8.10.100)	P	0
	Square (see 8.10.110)	P	0
	Passage (see 8.10.120)	P	0
	Playground (see 8.10.130)	CUP	0
	Sportsfield (see 8.10.140)	-	-
	Roof Garden (see 8.10.150)	-	-
	Household Pet (1)	P	0

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each 2 rooms
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

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Chapter 3.30 Non-Transect Zones

Central Commercial (C-2) Zone 3.30.100

Table 3.30.100. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	CUP	1/400
	Nightclub	CUP	1/400
	Health / Fitness	P	1/400
	Indoor/Outdoor Recreation	P	1/400
	Live/Amplified Music	-	-
Restaurant and Food	Meeting Facility	P	1/400
	Drive-Through	P	1/200 (400)
	Pub / Bar, Micro-Brewery	P (1)	1/200 (400)
	Restaurant (may incl alcohol sales)	P	1/200 (400)
Retail	Outdoor Dining	-	-
	Wine Tasting	P	1/200 (400)
	Alcohol Sales (off-site)	P (1)	1/400
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	P	1/400
	Retail <2,000 square feet	P	1/400
	Retail <10,000 square feet	P	1/400
	Retail >10,000 square feet	MUP	1/400
Services	Secondhand Stores	P	1/400
	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	P	1/4
	Care Facility for the Elderly >7	-	-
	Day Care: Adult Day	P	1/4
	Day Care: Small House <7	-	1/4
	Day Care: Large House 7 to 14	-	-
	Day Care Center: Child > 15	P (1)	1/4
	Emergency Shelter	-	-
	Funeral Home	P	1/400
	Group Home < 7 clients	-	-
	Group Home > 7 clients	-	-
	Hotel / Motel	P	1/2R
	Inn (B&B)	P (1)	1/3R
	Laundromat/Dry Cleaning	P	1/400
	Medical Services	P	1/400
	Business and Personal Services	MUP	1/500
	Personal Services, Restricted	P	1/500
Repair (non-vehicular)	P	1/500	
Transitional and Supportive Housing	-	-	
Veterinary Clinic/Boarding	CUP(2)	1/400	

Category	Use	Permit	Pkg
Office and Civic	Office	P	1/400
	Government, Civic, Library	P	1/400
	School, College, University	P	1:5
	Transit Station	P	25
Residential	Employee (Farmworker) Housing	-	-
	Granny Flat (Secondary Dwelling)	-	-
	Ground Floor	-	-
	Home Occupation	-	-
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	-	-
	Rooming and Boarding House	-	-
Industrial	Single Family Residential	-	-
	Single Room Occupancy	MUP	1/2 U
	Manufacturing	-	-
	Power / Electrical Substation	P	0
Motor-Vehicle Related	Reverse Vending Machine	P	0
	Small Collection Facility	-	-
	Car Wash	P	1/400
Communications	Gas Station (non-commercial vehicles) <50,000 sq ft site area	P (1)	10
	Gas Station (commercial vehicles)	-	-
	Motor Vehicle Sales, new	MUP	1/400
	Motor Vehicle Rentals	P	1/400
	Recreational Vehicle Park	CUP	-
	Repair (motor vehicles)	-	-
Other	Telecommunications Facilities	CUP (1)	0
	Broadcasting / Recording Studio	P	1/400
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	P	0
	Agriculture	-	-
	Greenway (see 8.10.080)	P	0
	Green (see 8.10.090)	P	0
	Plaza (see 8.10.100)	P	0
	Square (see 8.10.110)	P	0
	Passage (see 8.10.120)	P	0
Playground (see 8.10.130)	CUP	0	
Sportsfield	-	-	
Roof Garden	-	-	
Household Pet (1)	P	0	

Key

P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

(2)	Indoor boarding only
1/400	1 parking space required for each 400 sq ft of floor area
1/2R	1 parking space required for each (2) room[s]
1:5	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Chapter 3.30 Non-Transect Zones

General Commercial (C-3) Zone 3.30.110

Table 3.30.110. Land Use Standards

Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	P	1/400
	Nightclub	P	1/400
	Health / Fitness	P	1/400
	Indoor/Outdoor Recreation	P	1/400
	Live/Amplified Music	CUP	n/a
Restaurant and Food	Meeting Facility, Amphitheater	P	1/400
	Drive-Through	P	1/200 (400)
	Pub / Bar, Micro-Brewery	P (1)	1/200 (400)
	Restaurant (may incl alcohol sales)	P	1/200 (400)
Retail	Outdoor Dining	-	-
	Wine Tasting	P	1/200 (400)
	Alcohol Sales (off-site)	P (1)	1/400
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	P	1/400
	Retail <2,000 square feet	P	1/400
	Retail <10,000 square feet	P	1/400
	Retail >10,000 square feet	P	1/400
Services	Secondhand Stores	P	1/400
	Tobacco Centric Venue	P	1/400
	Care Facility for the Elderly <7	-	-
	Care Facility for the Elderly >7	-	-
	Day Care: Adult Day	-	-
	Day Care: Small House <7	-	-
	Day Care: Large House 7 to 14	-	-
	Day Care Center: Child > 15	P (1)	1/4
	Emergency Shelter	-	-
	Funeral Home	P	1/400
	Group Home < 7 clients	-	-
	Group Home > 7 clients	-	-
	Hotel / Motel	P	1/2R
	Inn (B&B)	P (1)	1/3R
	Laundromat/Dry Cleaning	P	1/400
	Medical Services	P	1/400
	Business and Personal Services	P	1/500
	Personal Services, Restricted	P	1/500
	Repair, Commercial (non-vehicular)	P	1/500
	Transitional and Supportive Housing	-	-
Veterinary Clinic/Boarding	CUP(2)	1/400	

Category	Use	Permit	Pkg
Office and Civic	Office	P	1/400
	Government, Civic, Library	P	1/400
	School, private	P	1:5
	Transit Station	P	25
Residential	Employee (Farmworker) Housing	-	-
	Granny Flat (Secondary Dwelling)	-	-
	Ground Floor	-	-
	Home Occupation	-	-
	Mobile Home Park/Subdivision	-	-
	Multi Family Residential	-	-
	Rooming and Boarding House	CUP	1/U
Industrial	Single Family Residential	-	-
	Single Room Occupancy	MUP	1/2 U
Industrial	Manufacturing	-	-
	Power / Electrical Substation	P	0
	Reverse Vending Machine	P	0
	Small Collection Facility	P	0
Motor-Vehicle Related	Car Wash	P	1/400
	Gas Station (non-commercial vehicles) <50,000 sq ft site area	P (1)	10
	Gas Station (commercial vehicles)	CUP (1)	5
	Motor Vehicle Sales, new	P	1/400
	Motor Vehicle Rentals	P	1/400
	Recreational Vehicle Park	CUP	-
Communications	Repair (motor vehicles)	-	-
	Telecommunications Facilities	CUP (1)	0
Other	Broadcasting / Recording Studio	P	1/400
	Temporary Use	MUP (1)	0
	Nature (see 8.10.060)	P	0
	Agriculture	-	-
	Greenway (see 8.10.080)	CUP	0
	Green (see 8.10.090)	P	0
	Plaza (see 8.10.100)	P	0
	Square (see 8.10.110)	P	0
	Passage (see 8.10.120)	P	0
	Playground (see 8.10.130)	P	0
	Sportsfield	-	-
	Roof Garden	-	-
Household Pet (1)	P	0	

Key	
P	Permitted Use
MUP	Minor Use Permit Required
CUP	Conditional Use Permit Required
-	Use not allowed
(1)	See Article 6 "Specific to Uses"

(2)	Indoor boarding only
1/400	1 parking space required for each 400 sq ft of floor area
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

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Chapter 3.30 Non-Transect Zones

Highway Commercial (C-4) Zone 3.30.120

Table 3.30.120. Land Use Standards

Category	Use	Permit	Pkg	Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-	Office and Civic	Office	P	1/400
	Cinema	P	1/400		Government, Civic, Library	-	-
	Nightclub	-	-		School, College, University	CUP	1:5
	Health / Fitness	P	1/400	Transit Station	-	-	
	Indoor/Outdoor Recreation	P	1/400	Residential	Employee (Farmworker) Housing	-	-
	Live/Amplified Music	CUP	n/a		Granny Flat (Secondary Dwelling)	-	-
Meeting Facility	-	-	Ground Floor		-	-	
Restaurant and Food	Drive-Through	P	1/200 (400)		Home Occupation	-	-
	Pub / Bar, Micro-Brewery	P (1)	1/200 (400)		Multi Family Residential	-	-
	Restaurant (may incl alcohol sales)	P	1/200 (400)		Mobile Home Park/Subdivision	-	-
	Outdoor Dining	-	-		Rooming and Boarding House	-	-
Retail	Wine Tasting	P	1/200 (400)	Single Family Residential	-	-	
	Alcohol Sales (off-site)	P (1)	1/400	Single Room Occupancy	-	-	
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-	Industrial	Manufacturing	-	-
	Retail <2,000 square feet	P	1/400		Power / Electrical Substation	P	0
	Retail <10,000 square feet	P	1/400		Reverse Vending Machine	P	0
	Retail >10,000 square feet	P	1/400		Small Collection Facility	P	0
Secondhand Stores	-	1/400	Motor-Vehicle Related	Car Wash	P	1/400	
Tobacco Centric Venue	-	-		Gas Station (non-commercial vehicles) <50,000 sq ft site area	P (1)	10	
Services	Care Facility for the Elderly <7	-		-	Gas Station (commercial vehicles)	MUP(1)	5
	Care Facility for the Elderly >7	-		-	Motor Vehicle Rentals	P	1/10
	Day Care: Adult Day	-		-	Motor Vehicle Sales, new	P	1/400
	Day Care: Small House <7	-		-	Recreational Vehicles Park	CUP	-
	Day Care: Large House 7 to 14	-	-	Repair (motor vehicles)	-	-	
	Day Care Center: Child > 15	-	-	Communi-cations	Telecommunications Facilities	CUP (1)	0
	Emergency Shelter	-	-		Broadcasting / Recording Studio	P	1/400
	Funeral Home	-	-	Other	Temporary Use	MUP(1)	0
	Group Home < 7 clients	-	-		Nature, Agriculture	-	-
	Group Home > 7 clients	-	-		Greenway	P	0
	Hotel / Motel	P	1/200R		Green	-	-
	Inn (B&B)	-	-		Plaza, Square, Passage	-	-
	Laundromat/Dry Cleaning	-	-		Playground, Sportsfield	-	-
	Medical Services	-	-		Roof Garden	-	-
	Business and Personal Services	CUP	1/500	Household Pet (1)	P	0	
	Personal Services, Restricted	CUP	1/500				
Repair, Commercial (non-vehicular)	MUP	1/500					
Transitional and Supportive Housing	-	-					
Veterinary Clinic/Boarding	CUP(2)	1/400					

Key

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1/400	1 parking space required for each 400 sq ft of floor area
1/200R	1 parking space required for each [2] room[s]
1:6	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit