

## **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, November 2, 2015 - 6:00 P.M.**

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

### **CALL TO ORDER**

### **ROLL CALL**

### **INVOCATION**

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

### **PLEDGE TO FLAG**

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

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

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

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

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

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

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

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2. Presentation by Nancy Ewert, Assistant Director of Kern County Public Works, regarding the Kern County Source Reduction and Recycling Element Unincorporated Kern County 2015 Amendment – **UPDATE ONLY**

**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

- \*3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- \*4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 19, 2015 – **APPROVE AND FILE**
- \*5. Destruction of Records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY THE CITY CLERK AND CITY ATTORNEY**
- \*6. 15<sup>th</sup> Annual Tehachapi Christmas Parade Special Event Application for December 5, 2015 in downtown – **APPROVE THE GREATER TEHACHAPI CHAMBER OF COMMERCE 15<sup>TH</sup> ANNUAL TEHACHAPI CHRISTMAS PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES**

**FINANCE DIRECTOR REPORTS**

- \*7. Disbursements, bills, and claims for October 19, 2015 through October 28, 2015 – **AUTHORIZE PAYMENTS**

**PUBLIC WORKS DIRECTOR REPORTS**

8. Cost Sharing Agreement for preparation of the 2015 update to the Regional Urban Water Management Plan – **APPROVE THE COST SHARING AGREEMENT WITH TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT AND AUTHORIZE THE MAYOR TO SIGN**

**DEVELOPMENT SERVICES DIRECTOR REPORTS**

9. Ordinance amending the Zoning Code to reflect minor edits as identified by staff during normal day-to-day operations – **SECOND READING AND ADOPTION OF AN ORDINANCE 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**
- \*10. Notice of Acceptance for Irrevocable Offer of Dedication for ingress, egress, and road purposes on Tehachapi Boulevard – **ACCEPT THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZE THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE**

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

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**ASSISTANT CITY MANAGER REPORTS**

11. Federation of Public Employees Memorandum of Understanding Amendment No. 1 – **APPROVE THE PROPOSED TERMS OUTLINED IN THE TENTATIVE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE FEDERATION OF PUBLIC EMPLOYEES (FPSE) LOCAL 1850, SUBJECT TO FINAL REVIEW AND APPROVAL OF THE AMENDMENT BY CITY LEGAL COUNSEL AND THE FPSE**

**CITY MANAGER REPORTS**

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

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

**CLOSED SESSION**

1. Approval of closed session minutes of October 19, 2015.
2. Conference with legal counsel regarding potential litigation per Government Code Section 54956.9(d)(2),(e)(5).

**ADJOURNMENT**

## MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,  
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,  
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND  
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING  
Monday, October 19, 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><b><u>CALL TO ORDER</u></b></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><b><u>ROLL CALL</u></b></p> <p>Roll call by City Clerk Tori Marsh</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, Smith and Wahlstrom</p> <p>Absent: None</p> <p><b><u>INVOCATION</u></b></p> <p>By Barry Galloway pastor Tehachapi Mountain Vineyard Church</p> <p><b><u>PLEDGE TO THE FLAG</u></b></p> <p>Led by Mayor Pro-tem Nixon</p> <p><b><u>CONSENT AGENDA</u></b></p> <p>Approved consent agenda</p> <p><b><u>AUDIENCE ORAL COMMUNICATIONS</u></b></p> <ol style="list-style-type: none"> <li>1. General public comments regarding matters not listed as an agenda item were received from:             <ol style="list-style-type: none"> <li>a. Aaron Gamble, City Resident and City Employee, spoke as a representative of the Public Federation of Employees</li> </ol> </li> <li>2. Mayor presented a Certificate of Recognition to Patrick Sweeney</li> </ol>	<p>Approved Consent Agenda Sm/Ni Ayes All</p>
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3. As a wrap up to the 2<sup>nd</sup> Annual GranFondo, the City of Tehachapi took the time to officially recognize the many service groups and organizations who helped make the event possible. The Mayor presented 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 recognized the Tehachapi GranFondo King of the Mountain, Cory Lockwood

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

**CITY CLERK REPORTS**

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

All Ord. Read By Title Only

\*7. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on October 4, 2015- **APPROVED AND FILED.**

Approved & Filed  
Sm/Ni Ayes All

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

Approved The Main Street  
Tehachapi Trunk Or Treat Special  
Event Application And  
Associated Street Closures  
Sm/Ni Ayes All

**FINANCE DIRECTOR REPORTS**

\*9. Disbursements, bills and claims for October 5, 2015 through October 13, 2015 – **AUTHORIZED PAYMENTS**

Authorized Payments  
Sm/Ni Ayes All

**ACTION TAKEN**

\*10. City of Tehachapi Treasurer's Report through September, 2015 – **RECEIVED REPORT**

Received Report  
Sm/Ni Ayes All

\*11. Dispatch service and server virtualization equipment resolution and lease-purchase agreement – **FINANCE DIRECTOR HANNAH CHUNG GAVE STAFF REPORT; ADOPTED RESOLUTION 63-15 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**

Adopted Resolution 63-15  
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  
Sm/Ni Ayes All

**DEVELOPMENT SERVICES DIRECTOR REPORTS**

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

Introduction Only  
Sm/Ni Ayes All

**CITY MANAGER REPORTS**

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

**COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS**

1. Councilmember Grimes spoke in regards to the new organization, Tehachapi Veterans Collaborative Services
2. Dennis reminded everyone of services for hit and run victim Leslie Balderama
3. Mayor Wiggins spoke in regards to the recent storm and mudslides.

**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**

The City Council/Boards adjourned at 7 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and

Tehachapi City Council Regular Meeting – Monday, October 19, 2015  
Tehachapi Redevelopment Successor Agency Regular Meeting  
Tehachapi Public Financing Authority Regular Meeting And  
Tehachapi City Financing Corporation Regular Meeting

**ACTION TAKEN**

Tehachapi City Financing Corporation Regular Meeting to be held on Monday,  
November 2, 2015, at 6:00p.m.

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ASHLEY WHITMORE  
Deputy City Clerk  
City of Tehachapi

Approved this 2<sup>nd</sup> day  
Of November, 2015.

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SUSAN WIGGINS  
Mayor, City of Tehachapi



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

# COUNCIL REPORTS

MEETING DATE: NOVEMBER 2, 2015    AGENDA SECTION: CITY CLERK

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

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

**DATE:**                OCTOBER 27, 2015

**SUBJECT:**            DESTRUCTION OF RECORDS

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## BACKGROUND

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

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

## RECOMMENDATION

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

**RESOLUTION NO.**

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 2nd day of November 2015.

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

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

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

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

\_\_\_\_\_  
SUSAN WIGGINS, Mayor  
of the City of Tehachapi, California

ATTEST:

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

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a regular meeting thereof held on November 2, 2015.

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

CITY ATTORNEY APPROVAL:

I, THOMAS F. SCHROETER, City Attorney for the City of Tehachapi, do hereby consent to the destruction of the records hereinabove referred to:

\_\_\_\_\_  
THOMAS F. SCHROETER, City Attorney

**Exhibit "A"**

Description	Retention	Code
<b>Box 1</b>		
Kern County Board of Supervisors Ballot Measure A to share funds 1985 correspondence, copies	CU+2	GC34090
Kern County Board of Supervisors adopted names of five roads in Tehachapi. Newspaper clippings, copies	CU+2	GC34090
Kern County Proposed Boundary Changes 2001 Working File	CU+2	GC34090
Kern County Agreement for Building Inspections 1979	T+5	GC34090
Kern County Building Inspection Dept Correspondence, copies 1979-1983	CU+2	GC34090
Kern County Clerk Correspondence 1956-1976	CU+2	GC34090
Kern County Counsel Copies of AT&T Case against the county 1988	CU+2	GC34090
Kern County Coroner's Report 1955	CU+2	GC34090
Kern County Agreement for Collecting Special Assessments 2004 & 2005	T+5	GC34090
CDBG Grant Agreement Tehachapi Storm Drain Improvements CD #20.05.1 2005	CL+5	GC34090
CDBG joint agreement for Community Development 2005	T+5	GC34090
CDBG Agreement for Northside Neighborhood Park 2004	CL+5	GC34090
CDBG Agreement for Home Investment Partnerships Program Correspondence and agreement 1979-2002	CL+5	GC34090
CDBG Cooperation Agreement 1996 Correspondence and Copies	CL+5	GC34090
Kern County Air Pollution Control District Agreement 2005 Vehicle emission reduction grant project	CL+5	GC34090
CDBG Agreement for community development 1988-1993 and correspondence	CL+5	GC34090
County of Kern Economic Development Activities Northside Curb, Gutter and street improvements 1991	CL+5	GC34090
CDBG Northside Curb, Gutter, and Sidewalk Improvements 1990 Agreement and working documents	CL+5	GC34090
CDBG Northside Curb, Gutter, and Sidewalk Improvements (Phase II) 1991 Agreement and working documents	CL+5	GC34090
CDBG Curb/Gutter Flood Plain Area North of RR Tracts 1981-1982 Working Documents	CL+5	GC34090
CDBG Correspondence 1982-1984		
<b>Box 2</b>		
CDBG Replacement of water lines 1986 working documents	CL+5	GC34090
CDBG Tehachapi Drainage Study/Preliminary Design 1998		

CDBG working files 1984-1985	CU+2	GC34090
CDBG Tehachapi Blvd Storm Drain Project 1980 Working file, correspondence, copies, et.		
CDGB Grant Senior Citizen Center 1979-1980 Correspondence, working file	CU+2	GC34090
CDBG Correspondence 1980-1981		
CDBG Housing Assistance Plan (HAP) 1984 Correspondence	CU+2	GC34090
CDBG Cooperative Agreement 1975& 1976		
CDBG Cooperative Agreement 2003-2006	CL+5	GC34090
CDBG Block Grant Program Correspondence 1977-1980	CU+2	GC34090
CDBG Agreement H Street Improvements 1999	CL+5	GC34090
CDBG Agreement Northside Neighborhood Park 2004	CL+5	GC34090
Kern Council of Governments Correspondence 1974-1994	CU+2	GC34090
Kern County Economic Development Corp Correspondence 1994	CU+2	GC34090
Bikeway and Pedestrian Study 1985	CL+2	GC34090
Kern Cog Congestion Management Project Draft	CU+2	GC34090
Kern Cog Proposal for On and Off at Dennison Rd and Hwy 58 1981	CU+2	GC34090
Release and Indemnity Agreement 1983 Fred Goodrich	T+4	GC34090
Professional Services Agreement 1984 Karen Northcutt	T+4	GC34090
Planning Assistance Agreement with Shafter 1985	T+4	GC34090
Planning Assistance Agreement for Circuit Planner 1990	T+4	GC34090
Kern County Economic Corp Correspondence, proposed agreement 1987	CU+2	GC34090
<b>Box 3</b>		
Kern County 911 Emergency System 1973 Correspondence	CU+2	GC34090
Kern County Fire Protection duties, Unification of State Fire Marshal regulations 1952-1984	T+4	GC34090
Kern County Gasoline Contract 1968-1974	T+4	GC34090
Household Hazardous Waste Element copies 1993	CU+2	GC34090
Kern County Health Department Correspondence 1936-1976	CU+2	GC34090
Materials and Waste Management Program 1994 Correspondence	CU+2	GC34090
Hazardous Waste Management Plan 1991 Copies and Correspondence	CU+2	GC34090
Hazardous Waste Management Plan 1988-89 Copies and Correspondence, Notice of Public Hearing	CU+4	GC34090
Kern County Health Department Correspondence 1977-2002	CU+2	GC34090
Cooperation Agreement and Housing Authority 1994	T+4	GC34090
Cooperative Agreement between County and public/nonprofit organizations 1991 & 1992	T+4	GC34090
License Agreement for 500 East F Street 1994-1998	T+4	GC34090

Kern County Local Agency Formation Commission Correspondence 1963-1996	CU+2	GC34090
Kern Council of Government Correspondence 2008	CU+2	GC34090
Kern Council of Government Correspondence 2007 Transportation Development Act Article 3 program bicycle safety program.	CU+2	GC34090
MOU Kern Council of Governments 2007 Agreement \$30,000 for development of land use and circulation	T+4	GC34090
Kern County Selection Committee for LAFCO Correspondence 1972-1984	CU+2	GC34090
Kern County Personnel Dept. Wage and Salary Studies 1968-1972	CU+2	GC34090
Kern County Planning Commission 1967 Correspondence	CU+2	GC34090
Kern County Planning Commission Correspondence 1957- 1977	CU+2	GC34090
Kern County Planning Department Correspondence 1981- 1992	CU+2	GC34090
Kern County planning Census Tract Correspondence 1986	CU+2	GC34090
Kern County Public Works Surveyor Misc. Correspondence 1985-1990	CU+2	GC34090
Kern Mosquito Abatement Receipt for payment 1973	AU+4	GC34090
Kern County Operational Area Emergency Council Copies and Correspondence 1972	CU+2	GC34090
Kern County Reconstruction of Tucker Road between Tehachapi city limits and State Route 202 1987	T+5	GC34090
Grant Agreement with Kern County for Tucker Reconstruction from City Limits and State Route 202 1986	T+5	GC34090
Kern County Public Works Dept. Proposed County Courthouse Facility 1991	T+5	GC34090
Agreement for Construction of Asphalt Concrete on Dennison Rd between Tehachapi City Limits and State Route 58 1987	T+5	GC34090
<b>Box 4</b>		
Project Files Curry & J Street 2006 Completion	CL+10	CC337.15
Project Files Curry Street Well Improvements Phases 1 & 2 2005	CL+10	CC337.15
Project Files Pioneer Park 2005	CL+10	CC337.15
<b>Box 5</b>		
Kern County Agreement Purchase of supplies and equipment 1980	T+4	GC34090
Kern County Joint Powers Agreement providing for public transportation service in Tehachapi and Kern County 1980	T+4	GC34090
Kern County Waste Management Dept. Tehachapi Non- Disposal Facility Element Correspondence/Copies 1994	CU+2	GC34090

Kern County Agreement for Sheriff Services 1992	T+4	GC34090
Kern County Integrated Waste Management Plan Copy 1994	S	
Kern Regional Transit Working File 1997-2006	CU+2	GC34090
Kern County Animal Control Services Working File 1987	CU+2	GC34090
Kern County Tax Sale/Cancellation of Taxes on a property Correspondence 1951	CU+2	GC34090
Kern County Paid Tax Statements 1956-1977	AU+4	GC34090
Kern County Waste Management Dept. Gate Fees Correspondence 1993	CU+2	GC34090
Kern County Water Agency Correspondence 1961-1984	CU+2	GC34090
Kern County Welfare Department Brochures/Copies 1991	CU+2	GC34090
		CCP 343,349 et seq: GC 911.2;GC 34090
Annexation 57 Public Hearing Notices	CU+4	
Kern County Solid Waste Management 1988 Correspondence Working Files	CU+2	GC34090
Kern County Solid Waste Management Working Files - 1988	CU+2	GC34090
Kern County Waste Management Correspondence Waste Disposal Fee Change 1998	CU+2	GC34090
<b>Box 6</b>		
Kern County Waste Management Working Files 1997 Disposal Fee Change	CU+2	GC34090
Kern County Property Transfer Working File for Green St. (Beekay Theatre) 1980	CU+2	GC34090
Correspondence 1978	CU+2	GC34090
Correspondence 1983	CU+2	GC34090
Kern County Joint Powers Agreement 1969 for Kern County Regional Planning Advisory Agency	T+4	GC34090
Kern County Road Commission Safer off Roads System Funds Correspondence 1979	CU+2	GC34090
Kern County Road Commission Safer off Roads System Funds Agreement 1979	T+4	GC34090
Kern County Road Commission Correspondence 1965	CU+2	GC34090
Kern County Sherriff's Department Work Release Dept. Correspondence 1993	CU+2	GC34090
Kern County Agreement to Provide Law Enforcement Services 1987 & 1992 & 1993	T+4	GC34090
Kern County Agreement to Provide Law Enforcement Services 1997- 2005	T+4	GC34090
Kern County Sherriff's Department Correspondence 1988-1994	CU+2	GC34090

Kern County Superintendent of Schools correspondence 1964-1965	CU+2	GC34090
Kern County Collection of City Taxes Correspondence 1963-2006 and Sale of Tax Defaulted Property Lists	CU+2	GC34090
State of California 1985 Proposed Special Census Correspondence	CU+2	GC34090
State of California Compensation Insurance correspondence 1980-1981	CU+2	GC34090
State of California Strong Motion Correspondence 1972- 1980	CU+2	GC34090
State of California Grant Contract for BeeKay Theatre Restoration 2004	T+5	GC34090
State of California Mining and Geology Board Correspondence 1972-1979	CU+2	GC34090
State of California Brochures for Landscaping Architects 1981-1982	CU+2	GC34090
Controller Financial Report and Copies 2007	AU+7	GC34090.7
Transactions with State Controller 1981-1987	AU+7	GC34090.7
<b>Box 7</b>		
State of California Department of Transportation Grant Agreement for Bus 1998	T+5	GC34090.7
State of California Controller Transactions 1980-1992	AU+7	GC34090.7
State of California Controller Correspondence 1977-1991	CU+2	GC34090
Alcohol Beverage Licenses 1982-1994 Copies	CU+2	GC34090
Cal Pers Correspondence 1992-1997	CU+2	GC34090
State of California Census Reports, Correspondence and Agreements 1946-2000	CU+2	GC34090
State of California Criminal Justice Planning Correspondence 1976	CU+2	GC34094
State of California Controller Mandated Costs for Unemployment Insurance 1986 Documentation	AU+7	GC34090.7
State of California Audit Report Special Gas Tax Street Improv. Funds 1983	AU+7	GC34090.7
State of California Controller SB300 Street Maintenance Tax Correspondence/Agreement 1986	T+5	GC34090
State of California Controller Department of Finance State Surplus Funds 1978-1980	AU+7	GC34090
State of California Correctional Dept. Correspondence 1985	CU+2	GC34090
State of California Council on Intergovernmental Relations Correspondence 1979	CU+2	GC34090
State of California Bus Shelter Grant Agreement 2004	CL+5	GC34090
<b>Box 8</b>		
DOT Agreement 1995 20 Passenger Bus with wheelchair lift	CL+5	24CFR570.502
DOT Agreement 1990	CL+5	24CFR570.502

DOT Agreement 1993	CL+5	24CFR570.502
DOT Agreement 1995	CL+5	24CFR570.502
DOT Agreement 2005 Depot Restoration	CL+5	24CFR570.502
State Files - Debt Advisory Commission Correspondence 1984	CU+2	GC34090
State Dept. of Education Correspondence	CU+2	GC34090
State of California Energy Conservation Correspondence 1973-1985	CU+2	GC34090
State of California Environmental Impact Act Documentation 1972-1975	CU+2	GC34090
State of California EIR Notice Requirements	CU+2	GC34090
State of California Agreement for State Administration of Local Sales and Use Taxes	T+4	GC34090
State Board of Equalization Correspondence 1947-1988	CU+2	GC34090
State Board of Equalization Reports 1938-1964	AU+7	GC34090
State Board of Equalization User Fuel Tax Returns 1955-1985	AU+4	GC34090
Department of Forestry and Fire Protection Agreement and Correspondence 2005	T+4	GC34090
California Dept of Finance DF-HU Housing Unit Change Form 2008	AU+4	GC34090
Department of Finance Population Certifications 1980-1999	CU+2	GC34090
Department of Finance Housing Reports 1990-1999	AU+7	GC34090
Department of Forestry and Fire Protection Correspondence 1981-1983	CU+2	GC34090
Waste Management Board Guidelines and Correspondence 1984	CU+2	GC34090
Waste Management Plans & Specs for Sewage Disposal Area Modification Project Report 1983	CL+2	GC34090d
Water Quality Control Board Wastewater Treatment Facility and Sewage Disposal Area Modification Working Documents 1984	CU+2	GC34090
Water Quality Control Board Wastewater Treatment Facility Correspondence 1973-1981		
Storm Water Discharge Reports 1991-2000	CU+10	GC34090
<b>Box 9</b>		
Water Resources Control Board Underground Tank Program Copies 1964	CU+2	GC34090
State Water Resources Control Board Correspondence 1960	CU+2	GC34090
Water Supply Permit from Dept. of Public Health 1960	CU+2	GC34090
Safety Brochures 1942	CU+2	GC34090
State Division of Labor Statistics Copies	CU+2	GC34090
California Public Health Dept. Correspondence 1970-2003	CU+2	GC34090

CalPers Correspondence 1963-2005	CU+2	GC34090
State Compensation Fund Reports 1973-1976	AU+7	GC34090
State of California Agreement 1983 Public Transportation	T+4	GC34090
State of California Agreement 1974 Public Transportation	T+4	GC34090
State of California Agreement 1974 Maintenance of State Highway	T+4	GC34090
State of California Agreement 1982 & 1987 Maintenance of State Highway	T+4	GC34090
Supplemental Freeway Agreement 1966 State of California	T+4	GC34090
State of California 1966 Agreement for Flashing Beacon on Green st. and Route 58	T+4	GC34090
Public Employees Retirement System Correspondence 1962-1986	CU+2	GC34090
State Public Utilities Commission Correspondence 1962-1995	CU+2	GC34090
State Commission Proposed Mill Street Railroad Crossing 1983	CU+2	GC34090
State Department of Rehabilitation Correspondence 1983	CU+2	GC34090
Correspondence 1975-1981	CU+2	GC34090
State Compensation Fund Correspondence 1951-1982	CU+2	GC34090
Correspondence EPA 2002	CU+2	GC34090
Dept of Transportation 202-Valley Blvd Correspondence 1965-1988	CU+2	GC34090
Dept of Transportation Sweeping Main Billing Statements 1954-1987	AU+2	GC34090
Dept of Transportation Literature 1984	CU+2	GC34090
Dept of Transportation Route 58 Report 1985	CU+2	GC34090
<b>Box 10</b>		
State Dept. Transit Van Working Docs 1983	CU+2	GC34090
Request for Permit to Enter 2000	T+4	GC34090
Dept of Transportation for Hwy 144 1963 Correspondence	CU+2	GC34090
Dept of Transportation for Gate Installation at HWY 58 1983 Correspondence	CU+2	GC34090
Dept of Transportation Encroachment permit expired 2011	CL+2	GC34090d
State of California Treasurer Copies, Correspondence 1981	CU+2	GC34090
Dept of Transportation General Correspondence 1969-1991	CU+2	GC34090
Office of Traffic Safety correspondence 1973	CU+2	GC34090
State Treasurer's Local Agency Investment Fund reports 1985-1986	AU+7	GC34090
Dept of Veteran's Affairs Correspondence 1947	CU+2	GC34090
State Forestry and Fire Protection Tree Planting Grant Agreement 1989	T+4	GC34090

State Governors Office Proposed Gas Emergency Regulations Correspondence 1979	CU+2	GC34090
California Highway Patrol Agreement for TPD officer to attend Firearms training at CHP 1975	T+4	GC34090
State of California Fuel and Energy Allocation Correspondence 1973-1974	CU+2	GC34090
State of California Surplus Property Correspondence 1985	CU+2	GC34090
State of California Copies and Correspondence 1973	CU+2	GC34090
State Correspondence to transport Toxic Explosive Rocket Fuel on Highway 58 1988	CU+2	GC34090
State Housing & Community Dev. Mobile Transfers Correspondence 1975	CU+2	GC34090
State Dept of Water Supply Water Permit Correspondence 1974	CU+2	GC34090
State Dept Used Oil recycling block grant application 2005	CL+5	GC34090
State Tire-Derived Product (TDP) Grant Program Agreement 2010	CL+5	GC34090
Social Security Agreement and Correspondence 1951	T+4	GC34090
Social Security Correspondence 1977-1980	CU+2	GC34090
Public Employees Retirement System Agreements and Correspondence 1961-2000	T+4	GC34090
State Used Oil Block Grant Agreement and Correspondence 2001-2002	T+4	GC34090
Proposed State Mental Hospital 1998	CU+2	GC34090

**Box 11**

Public Employees Retirement System Correspondence 1970-1979	CU+2	GC34090
Public Employees Retirement System vs. Dautrich 1978	CL+5	GC34090
Public Employees Retirement System vs. Figurera 1984	CL+5	GC34090
CalPers Brochures 457 Plan	CU+2	GC34090
Dwain Smith Copies, Correspondence 1966-1992	CU+2	GC34090
Jones Hall Correspondence 2000	CU+2	GC34090
Jones Hall 1999 Agreement for Legal Services	T+4	GC34090
Liebert, Cassidy & Frierson Legal Services Agreement 1986-1996	T+4	GC34090
Tom Schroeter Correspondence, Copies 1993-2003	CU+2	GC34090
Proposals for Audit Services 1985	CL+2	GC34090d
City Auditor Emory Smeck Correspondence 1966-1985	CU+2	GC34090
Brown, Waits and Armstrong Agreement 1990-1993	T+4	GC34090
Simonis Moreland Accountants Proposal for Audit and Correspondence 1985-1986	CL+2	GC34090
Working File for Audit Proposals (Rebecca's) 1985	CU+2	GC34090
Rex Mason City Engineer 1993 Agreement for Services	T+4	GC34090
Krazan & Associates 2001 Contract for Services	T+4	GC34090

Level of Service Analysis 1995 Report for Street Intersections	CL+2	GC34090
Boyle Engineering Correspondence 1990-2005	CU+2	GC34090
Quad Engineering Correspondence 1985	CU+2	GC34090
Don Simpson City Engineer Correspondence 1976-1985	CU+2	GC34090
Carollo Engineers Correspondence 1997	CU+2	GC34090
City Civil Defense Director Murray Powell Correspondence 1986	CU+2	GC34090



# COUNCIL REPORTS

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

MEETING DATE: NOVEMBER 2, 2015    AGENDA SECTION: CITY CLERK

---

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

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

**DATE:**                OCTOBER 28, 2015

**SUBJECT:**            SPECIAL EVENT APPLICATION – 15<sup>TH</sup> ANNUAL TEHACHAPI CHRISTMAS PARADE

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## APPLICANT AND ORGANIZATION

Ida Perkins, Greater Tehachapi Chamber of Commerce

## EVENT DESCRIPTION

The 15<sup>th</sup> Annual Tehachapi Christmas Parade will be held on December 5, 2015 at 5:30 pm on 'F' Street from Mulberry Street to Hayes Street. This event is open to the public.

## APPLICANT REQUESTS

- Closure of F from Mulberry Street to Hayes Street.
- No Parking signs up the morning of the event stating "No Parking from 4 – 7 pm."
- 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.

## RECOMMENDATION

**APPROVE THE GREATER TEHACHAPI CHAMBER OF COMMERCE CHRISTMAS PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES SUBJECT TO STAFF CONDITIONS**

## SPECIAL USE/EVENT APPLICATION

Organization Greater Tehachapi Chamber of Commerce

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

Address 209 E Tehachapi Blvd, PO Box 401

City Tehachapi State CA Zip Code 93561

E-mail Address idaperkins@tehachapi.com

Event Name 15th Annual Tehachapi Christmas Parade

Event Location Down "F" Street from Mulberry St to Hayes St.

Event Date(s) Saturday, December 5, 2015 Event Time(s) 5:30 p.m. - 6:30 p.m.

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

14th Annual Tehachapi Christmas Parade on saturday, December 5, 2015 from 5:30 p.m. to 6:30 p.m. Going down "F" Street from Mulberry St (Kmart) to Hayes St.

We request there be no parking and closure of "F" Street for the parade. We have attached a map showing our request of barricades for the closure.

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 15th Annual Tehachapi Christmas Parade

Event Date(s) Saturday, December 5, 2015

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

Street Barricades Request City of Tehachapi Public Works to provide barricades for street closures (see attached map)

Traffic Control Tehachapi Police Department and volunteers (service groups and parade committee)

Crowd Control Volunteer parade walkers and parade committee members

Utility Services: Water, Sewer, Electric N/A

Lights light standards to be rented

Dust Control N/A

Site Clean-up & Maintenance Parade Committee

Security N/Z

Site Facilities "F" Street from Mulberry St (K-mart) to Hayes

Health Dept. N/A

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 [Handwritten Signature]

Date October 14, 2015

**Office Use Only**

Insurance Certificate       List Of Vendors       Meeting

Deposit       Plot Plan      Date

Time

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

Notes \_\_\_\_\_

## GENERAL REGULATIONS

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

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

## FOOD AND ALCOHOL REGULATIONS

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

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

## FEE AND DEPOSIT SCHEDULE

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

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

## SECURITY PERSONNEL

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

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

**LIABILITY INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

**INDEMNIFICATION**

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



Applicant Signature

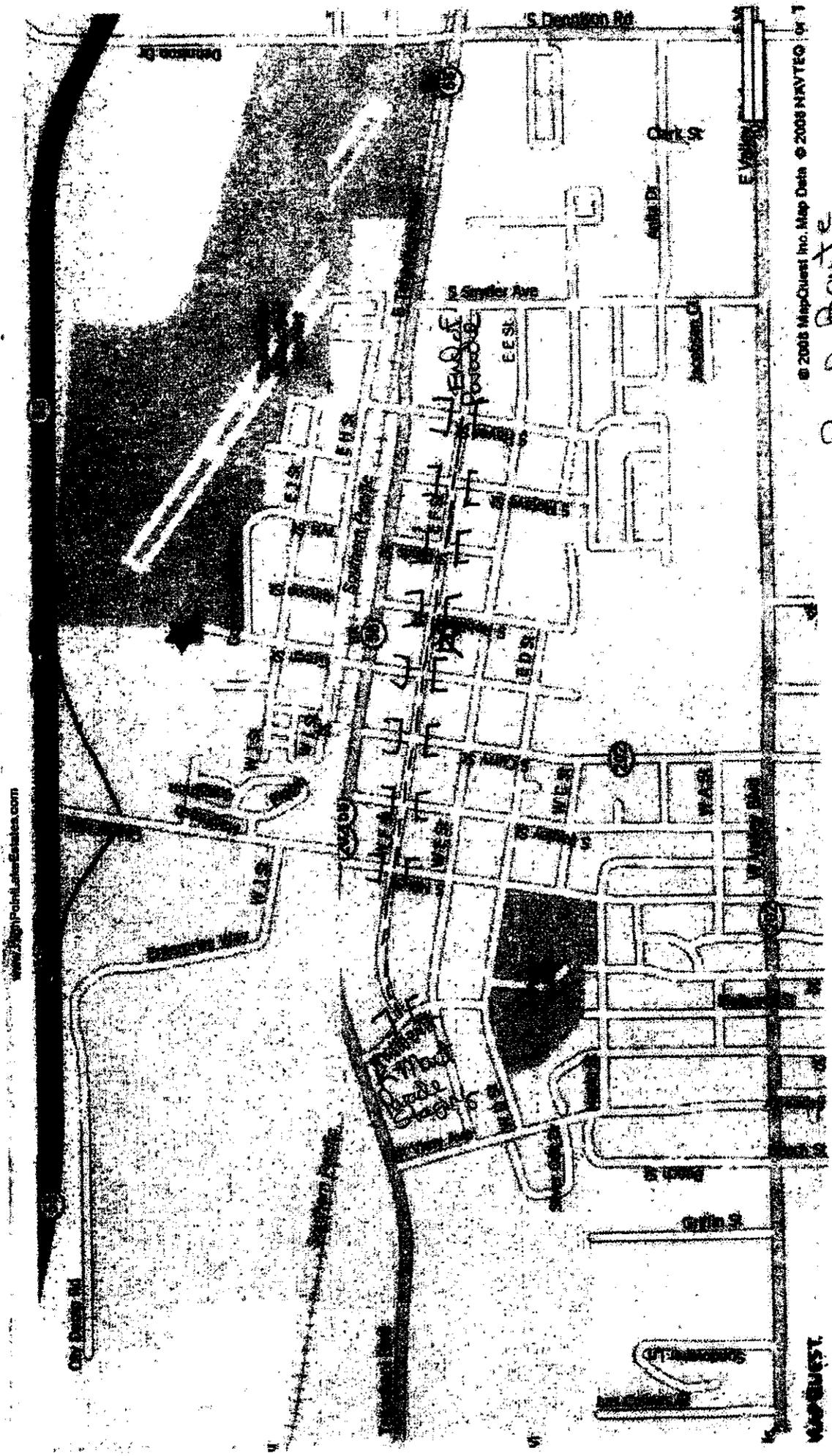
10-14-15

Date



2015 Tehachapi Christmas Parade

Parade Plot Plan



All rights reserved. Use subject to License/Copyright Map Legend  
 Directions and maps are informational only. We make no warranties on the accuracy of their content, road conditions or  
 route usability or expeditionness. You assume all risk of use. MapQuest and its suppliers shall not be liable to you for  
 any loss or delay resulting from your use of MapQuest. Your use of MapQuest means you agree to our Terms of Use

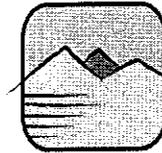
--- Parade Route  
 □ Barricades for Street Closure  
 ⊠ Judges Stand

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# Accounts Payable

## Checks by Date - Detail By Vendor Number

User: afrescas  
 Printed: 10/28/2015 - 11:44 AM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0017	American Business Machines		
Check No:	0	Check Date:	
	252544	Fin/Copier Toner/Shipping	8.00
		Check Total:	8.00
		Vendor Total:	8.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B215597	Swr/Water Samples/Influent-Effluent	325.00
	B215651	Wtr/Water Samples/Dennison & Mojave Wells	30.00
	B215715	Wtr/Water Samples/Curry Resv	15.00
	B215967	Wtr/Water Samples/Mojave Well-Pinon Well	50.00
	B215967-0	Wtr/Water Samples/Oakwood-Brentwood-Tangl	36.00
	B216167	Swr/Water Samples/Influent-Effluent	325.00
		Check Total:	781.00
		Vendor Total:	781.00
0216	Judicial Data Systems Corporation		
Check No:	0	Check Date:	
	5635	Parking Activity for Sep 2015	100.00
		Check Total:	100.00
		Vendor Total:	100.00
0218	Jims Supply Company Inc.		
Check No:	0	Check Date:	
	168197	Wtr/3" blk Pipe P.E. Grade A-60	150.50
		Check Total:	150.50
		Vendor Total:	150.50
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1411157	PD/Professional Services Thru 9-30-15	685.00
	1411158	PD/Graff & Disney Litigation/Professional Servi	5,524.60
	1411160	PD/Horning Disciplinary Appeal/Professional Sv	70.50
	1411161	PD/Christian Disciplinary Appeal/Professional S	426.50
	1411500	PW/Professional Services Thru 9-30-15/ 2014 N	689.33
	1411500-0	Wtr/Professional Services Thru 9-30-15/ 2014 N	689.33
	1411500-1	Swr/Professional Services Thru 9-30-15/ 2014 N	689.34
		Check Total:	8,774.60
		Vendor Total:	8,774.60
0263	Lebeau Thelen LLP		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	3	PD/Price Property/202 Bartlett	4,897.00
	36	GG/Broome Family Trust	63.00
	52	GG/Walmart CEQA Litigation	236.00
		Check Total:	5,196.00
		Vendor Total:	5,196.00
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	500998011	PW/Gloves	21.50
	501047984	PW/Linen Maintenance	99.10
	501091868	PW/Hand Cleaner	16.13
	501092615	PW/Linen Maint/Mats	104.52
	501092616	Swr/Dust Mop/Mats	44.46
	501137763	PW/Linen Maintenance	99.10
	501137764	Swr/Dust Mop/Mats	44.46
		Check Total:	429.27
		Vendor Total:	429.27
0310	Willdan Financial Services		
Check No:	0	Check Date:	
	01029132	Drain/Parcel Map 11353/DBAD Tehachapi Blvd	0.93
	01029132-0	LLD/Tract 6062/Heritage	242.85
	01029132-1	LLD/Tract 6212/Clear View	83.70
	01029132-2	LLD/Tract 6215/KB Autumn Hill	174.53
	01029132-3	LLD/Tract 6216/Alt Estate	631.26
	01029132-4	LLD/Tract 5812/KB Orchard Glen	423.21
	01029132-5	LLD/Tract 6360/Mill St. Cottages	33.85
	01029132-6	LLD/Parcel Map 11353/Tehachapi Blvd	29.63
	01029132-7	LLD/Parcel Map 10997/Industrial Parkway Zone	142.78
	01029132-8	Drain/Parcel Map 10997/DBAD 2014-1 Industri	142.79
		Check Total:	1,905.53
		Vendor Total:	1,905.53
0350	Ranch Service & Supply		
Check No:	0	Check Date:	
	1879	Land/Post-Rail-Gate	213.73
		Check Total:	213.73
		Vendor Total:	213.73
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0287362	PW/Reg Unleaded Gasoline/Diesel Fuel	850.49
		Check Total:	850.49
		Vendor Total:	850.49
0372	Southern California Edison		
Check No:	0	Check Date:	
	10172015	Strts/800 S Curry/Sep 16-Oct 16 2015	47.24
	10172015-0	Strts/White Oak Extend East Curry/Sep 4-Oct 6	1,716.75
		Check Total:	1,763.99

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	1,763.99
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	70923109	Wtr/3/8 Fine PG64-10	352.06
		Check Total:	352.06
		Vendor Total:	352.06
0610	Abate-A-Weed Inc.		
Check No:	0	Check Date:	
	671939	Land/Air Filter	6.87
		Check Total:	6.87
		Vendor Total:	6.87
0620	Mountain Gardens Nursery		
Check No:	0	Check Date:	
	68757	Depot/Downtown Pots	77.38
		Check Total:	77.38
		Vendor Total:	77.38
0704	Ford Hall Company		
Check No:	0	Check Date:	
	3758	WWTP/Replacement Brushes for Clarifier #1	444.07
		Check Total:	444.07
		Vendor Total:	444.07
1005	Quad Knopf Inc.		
Check No:	0	Check Date:	
	82221	Valley Blvd Bikeway Facilities Project Phase II	17,119.88
		Check Total:	17,119.88
		Vendor Total:	17,119.88
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4708	GG/Door Hangers	204.25
	4708-0	Ref/Water Bills/Logo/Perforation	14.95
	4708-1	Wtr/Water Bills/Logo/Perforation	29.88
	4708-2	Swr/Water Bills/Logo/Perforation	29.88
	4710	GG/2 Color Envelopes	65.04
		Check Total:	344.00
		Vendor Total:	344.00
1506	San Joaquin Safety Shoes		
Check No:	0	Check Date:	
	66903	PW/Safety Boots/R Dale Hamon	171.99
		Check Total:	171.99
		Vendor Total:	171.99
1674	Springbrook National User Group Inc		
Check No:	0	Check Date:	

Vendor	Invoice No	Line Description	Check Amount
	491	Fin/Agency-Organization Membership/Annual R	175.00
		Check Total:	175.00
		Vendor Total:	175.00
1695	Applegate Garden Florist		
Check No:	0	Check Date:	
	039788-1	GG/Green Plant/Encore Music Services	51.55
	039788-2	GG/Green Plant/BTB Auto Repair	40.80
		Check Total:	92.35
		Vendor Total:	92.35
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	E562374	Wtr/Rubber MTR Washer/Insta tite No Lead	567.26
	E562405	Wtr/Safety Flg Kit	333.25
		Check Total:	900.51
		Vendor Total:	900.51
1982	SSD Systems		
Check No:	0	Check Date:	
	1135355-A	Air/314 Hayes St/Pilots Lounge	39.25
	1135355-A1	Const/100 Commercial Way	37.01
	1135355-A2	Eng/129 East F Street Anex	49.00
	1135355-A3	PW/800 Enterprise Way	49.66
	1135355-A4	Swr/750 Enterprise Way/Water Treatment Office	33.09
	1135355-A5	Wtr/750 Enterprise Way/Water Treatment Office	33.08
	1135355-A6	Swr/750 Enterprise Wat/Water Storage Facility	27.48
	1135355-A7	Swr/750 Enterprise Wat/Water Storage Facility	27.47
	1135355-A8	Depot/101 Tehachapi Blvd	84.37
	1135355-A9	PD/220 C Street	149.52
	1135355-A90	GG/115 S Robinson	37.01
	1135355-A91	Air/314 Hayes-Pilots Lounge/Radio Backup Ser	24.67
	398146-S	GG/Remote Programming/Clean Up Alarm Cod	29.60
		Check Total:	621.21
		Vendor Total:	621.21
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	224094	GG/Coffee Supplies	368.00
		Check Total:	368.00
		Vendor Total:	368.00
2200	Argo Chemical		
Check No:	0	Check Date:	
	1510035	Wtr/Curry-Manzanita/Argo-Chlor Sol/CA Mill A	966.04
		Check Total:	966.04
		Vendor Total:	966.04
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1502827	GG/Monthly Newsletter	142.35

Vendor	Invoice No	Line Description	Check Amount
	DP1502827-0	Ref/Printing	105.84
	DP1502827-1	Wtr/Printing	211.66
	DP1502827-2	Swr/Printing	211.66
	DP1502827-3	Ref/Postage	222.11
	DP1502827-4	Wtr/Postage	444.24
	DP1502827-5	Swr/Postage	444.24
		Check Total:	1,782.10
		Vendor Total:	1,782.10
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	351-504300	Strts/3-4-6Prt Ins Tap Conn/Wire	2,593.10
		Check Total:	2,593.10
		Vendor Total:	2,593.10
2874	Department of Justice Accounting Offi		
Check No:	0	Check Date:	
	126971	PD/Fingerprint Apps	160.00
		Check Total:	160.00
		Vendor Total:	160.00
2963	AT&T		
Check No:	0	Check Date:	
	7126218	Air/9391006711/DSL Fax/Sep 2-Oct 1 2015	55.30
	7126219	Wtr/9391006714/Telemetry System/Sep 2-Oct 1	19.48
	7139617	PD/9391040069/Sep 6-Oct 5 2015	416.90
	7139786	WWTP/9391006710/SCADA/Sep 6-Oct 5 2015	109.47
	7139787	GG/9391006712/CH Line 1/Sep 6-Oct 5 2015	429.10
	7139788	WWTP/9391006713/WWTP Office/Sep 6-Oct 5	120.46
	7139789	Depot/9391006715/Sep 6-Oct 5 2015	54.74
	7139791	GG/9391006717/CH Fax/Sep 6-Oct 5 2015	70.73
	7139792	Air/9391006718/AWOS/Sep 6-Oct 5 2015	19.48
	7139793	PW/9391006719/DSL Fax/Sep 6-Oct 5 2015	37.12
	7139794	Air/9391006720/Fuel System/Sep 6-Oct 5 2015	19.48
	7139795	LLD/9391006721/Auto Dialer/1002 Applewood.	19.48
	7156887	PD/9391006708/T1 Line/Sep 11-Oct 10 2015	294.49
	7177863	PD/9391006709/Subscriber Access Line/Sep 13-	165.88
		Check Total:	1,832.11
		Vendor Total:	1,832.11
2981	Burke Williams & Sorenson LLP		
Check No:	0	Check Date:	
	193811	LLD/Tower Workout/AD89-2	4,910.50
	193812	LLD/Case 228678/AD89-2	42.00
	193813	LLD/FNG Partners, Inc/AD89-3	31.50
		Check Total:	4,984.00
		Vendor Total:	4,984.00
3011	Verizon Wireless		
Check No:	0	Check Date:	
	9753955456	Fin/Mobile Broadband/872239130/H Chung	29.65
	9753955456-0	Wtr/Mobile Broadband/872239130/I Curry	15.01

Vendor	Invoice No	Line Description	Check Amount
	9753955456-1	Swr/Mobile Broadband/872239130/J Curry	15.01
		Check Total:	59.67
		Vendor Total:	59.67
3093	Kern County Animal Services		
Check No:	0	Check Date:	
	1022015	GG/Quarterly Billing July-Sep 2015	8,750.00
		Check Total:	8,750.00
		Vendor Total:	8,750.00
3104	Hilltop Publishers, Home of the Loop		
Check No:	0	Check Date:	
	16663	Gg/Full Page Color Ad/Vol 2907 10-10-15	400.00
		Check Total:	400.00
		Vendor Total:	400.00
3173	Soto Tire & Wheels		
Check No:	0	Check Date:	
	0485	PW/4 New Tires/06 Chevy Truck	520.00
		Check Total:	520.00
		Vendor Total:	520.00
3264	Tehachapi's Own Western & Work We		
Check No:	0	Check Date:	
	1275	PW/Safety Work Boots/M Curiel	113.09
	1275-0	PW/Safety Work Boots/M Curiel	14.14
	1275-1	PW/Safety Work Boots/M Curiel	14.14
		Check Total:	141.37
		Vendor Total:	141.37
3274	Bright House Networks		
Check No:	0	Check Date:	
	064495401101615	GG/Internet Service/Acct #0050644954-01/Oct :	173.76
		Check Total:	173.76
		Vendor Total:	173.76
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12001800	Strts/Red-White No Parking Cone Sign	67.08
		Check Total:	67.08
		Vendor Total:	67.08
3312	Detroit Industrial Tool		
Check No:	0	Check Date:	
	529448	Wtr/Dia Bld 14x.125x1/2mm All Cut Supreme	217.78
		Check Total:	217.78
		Vendor Total:	217.78
3550	Granite Construction Company		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	888542	Wtr/Washed Sand	285.82
	889758	Wtr/Materials	418.73
		Check Total:	704.55
		Vendor Total:	704.55
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2084	CD/Tehacapi Contract Services for Premier Lanc	4,688.00
		Check Total:	4,688.00
		Vendor Total:	4,688.00
3643	White Nelson Diehl Evans LLP		
Check No:	0	Check Date:	
	10192015	Fin/2015 Gov Tax Seminar/C Copus/D Wee	650.00
		Check Total:	650.00
		Vendor Total:	650.00
3704	Cuztom Inc.		
Check No:	0	Check Date:	
	0127797-IN	Eng/Equipment for New Building	1,861.66
		Check Total:	1,861.66
		Vendor Total:	1,861.66
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COT1115	GG/Janitorial Service/November 2015	890.00
	COT1115-0	GG/Senoir Center/Janitorial Service/November 2	450.00
	COT1115-1	Depot/Janitorial Service/November 2015	250.00
	COT1115-2	Annex/Janitorial Service/November 2015	540.00
	COT1115-3	PD/Janitorial Service/November 2015	1,950.00
	COT1115-4	Air/Janitorial Service/November 2015	280.00
	COT1115-5	Wtr/Janitorial Service/November 2015	530.00
	COT1115-6	Const/Janitorial Service/November 2015	280.00
		Check Total:	5,170.00
		Vendor Total:	5,170.00
3725	Powerstride Battery Co. Inc.		
Check No:	0	Check Date:	
	85437	Strts/Battery	74.18
		Check Total:	74.18
		Vendor Total:	74.18
3782	SWRCB Accounting Office		
Check No:	0	Check Date:	
	LW-1001658	Wtr/Fees Jul 1 2014 - Jun30 2015	2,108.74
		Check Total:	2,108.74
		Vendor Total:	2,108.74
3810	Stahl Companies Inc		

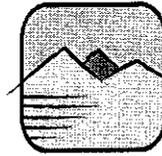
Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	35865	Eng/Tehachapi OSHPD 3-IOR Services	1,500.00
		Check Total:	1,500.00
		Vendor Total:	1,500.00
3863	Kemprint Services		
Check No:	0	Check Date:	
	33697	PD/Weapon Confiscation Notice & Receipt/Four	161.21
	33698	PD/Prop Record Field Receipt/Prop Record Supj	188.28
		Check Total:	349.49
		Vendor Total:	349.49
3876	Capital Accounting Partners LLC		
Check No:	0	Check Date:	
	80648	Eng/User Fee Study	1,472.50
		Check Total:	1,472.50
		Vendor Total:	1,472.50
3897	Aerotech News and Review Inc		
Check No:	0	Check Date:	
	94903	GG/Web Advertising/Display Advertising/Ad #2	390.00
		Check Total:	390.00
		Vendor Total:	390.00
3938	Graybar		
Check No:	0	Check Date:	
	981541134	Swr/Material-Supplies	2,067.35
		Check Total:	2,067.35
		Vendor Total:	2,067.35
3939	Newsom Honey Farms		
Check No:	0	Check Date:	
	215132	Wtr/Bee Removal/Underground Water Meter	350.00
		Check Total:	350.00
		Vendor Total:	350.00
3942	RaceWire LLC		
Check No:	0	Check Date:	
	19592	GF/Chargebacks/Credit Card Dispute	102.11
		Check Total:	102.11
		Vendor Total:	102.11
3944	T-Mobile USA Inc		
Check No:	0	Check Date:	
	9248172409	PD/GPS Locate	300.00
		Check Total:	300.00
		Vendor Total:	300.00

Vendor	Invoice No	Line Description	Check Amount
Report Total:			85,282.02

# Accounts Payable

## Checks by Date - Summary By Check Date

User: afrescas  
 Printed: 10/28/2015 - 12:01 PM



CITY OF  
**TEHACHAPI**  
 CALIFORNIA

			Check Amount
Check No:	43639	Check Date:	10/14/2015
Vendor:	1382	Vendor Name:	Bank of the Sierra
			12,467.83
Check No:	43640	Check Date:	10/14/2015
Vendor:	1739	Vendor Name:	Chevron & Texaco Business Card
			3,742.74
Check No:	43641	Check Date:	10/14/2015
Vendor:	3931	Vendor Name:	Michele Dorner
			62.08
Check No:	43642	Check Date:	10/14/2015
Vendor:	2134	Vendor Name:	Ferguson Enterprises Inc
			581.82
Check No:	43643	Check Date:	10/14/2015
Vendor:	3817	Vendor Name:	Paul Nafziger
			200.00
Check No:	43644	Check Date:	10/14/2015
Vendor:	0357	Vendor Name:	City of Ridgecrest
			90.00
Check No:	43645	Check Date:	10/14/2015
Vendor:	0372	Vendor Name:	Southern California Edison
			4,218.74
Check No:	43646	Check Date:	10/14/2015
Vendor:	2940	Vendor Name:	US Bank Corporate Payment Syst
			11,241.86
Check No:	43647	Check Date:	10/14/2015
Vendor:	0433	Vendor Name:	Tehachapi Recycling
			14,770.07
Check No:	43648	Check Date:	10/14/2015
Vendor:	0434	Vendor Name:	Tehachapi Sanitation
			84,017.87
<b>Date Total:</b>			<b>131,393.01</b>
Check No:	43649	Check Date:	10/19/2015
Vendor:	3934	Vendor Name:	Bear Valley Volunteers in Police S
			1,000.00
Check No:	43650	Check Date:	10/19/2015
Vendor:	3792	Vendor Name:	Biking for Fun
			700.00
Check No:	43651	Check Date:	10/19/2015
Vendor:	3789	Vendor Name:	Desert Search & Rescue
			1,000.00
Check No:	43652	Check Date:	10/19/2015
Vendor:	3787	Vendor Name:	FOR-CERT
			1,000.00
Check No:	43653	Check Date:	10/19/2015
Vendor:	3935	Vendor Name:	FOR-CERT Golden Hills Group
			500.00
Check No:	43655	Check Date:	10/19/2015
Vendor:	3786	Vendor Name:	Kern County Sheriff's Explorers P
			500.00
Check No:	43656	Check Date:	10/19/2015
Vendor:	3936	Vendor Name:	Kern County Sheriff's Reserves
			1,000.00
Check No:	43657	Check Date:	10/19/2015
Vendor:	2605	Vendor Name:	Kiwanis Club of Tehachapi
			500.00
Check No:	43658	Check Date:	10/19/2015
Vendor:	3794	Vendor Name:	Cory Lockwood
			500.00
Check No:	43659	Check Date:	10/19/2015
Vendor:	3933	Vendor Name:	Elene Oks
			500.00
Check No:	43660	Check Date:	10/19/2015
Vendor:	3784	Vendor Name:	SSCERT
			1,500.00

Check No:	43662	Check Date:	10/19/2015	
Vendor:	3785	Vendor Name:	SVP 830 Senior Volunteers Mojav	1,000.00
Check No:	43663	Check Date:	10/19/2015	
Vendor:	3932	Vendor Name:	Tehachapi Lions Club	500.00
Check No:	43664	Check Date:	10/19/2015	
Vendor:	3791	Vendor Name:	Tehachapi Mountain Search & Re:	1,500.00
Check No:	43665	Check Date:	10/19/2015	
Vendor:	1444	Vendor Name:	Tehachapi Police Explorers	500.00
Check No:	43666	Check Date:	10/19/2015	
Vendor:	3783	Vendor Name:	Tehachapi Police VIP'S	500.00
Check No:	43667	Check Date:	10/19/2015	
Vendor:	3455	Vendor Name:	Tehachapi Tourism Commission	5,000.00
Check No:	43668	Check Date:	10/19/2015	
Vendor:	3777	Vendor Name:	Tehachapi Valley Wrestling Club	700.00

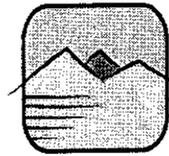
Date Total: 18,400.00

Report Total: 149,793.01

# Accounts Payable

## Checks by Date - Summary By Check Number

User: afrescas  
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CITY OF  
**TEHACHAPI**  
CALIFORNIA

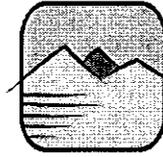
Check Number	Vendor No	Vendor Name	Check Date	Check Amount
43669	3940	Stallion Springs CSU	10/19/2015	500.00
43670	0832	ACWA/JPIA	10/20/2015	76,844.65
43671	1729	Alpha Landscape Maintenance	10/20/2015	17,501.61
43672	0017	American Business Machines	10/20/2015	210.02
43673	1695	Applegate Garden Florist	10/20/2015	35.42
43674	0035	BC Laboratories Inc.	10/20/2015	1,098.00
43675	1505	Benz Construction Services	10/20/2015	538.19
43676	0543	BSE Rents	10/20/2015	163.37
43677	0061	BSK Associates	10/20/2015	150.00
43678	1265	California Electric Supply	10/20/2015	7,148.26
43679	2723	CCI Central Inc.	10/20/2015	56.81
43680	2776	Consolidated Electrical Dist.	10/20/2015	1,743.52
43681	1292	CRWA	10/20/2015	942.00
43682	3708	Customized Custodial Services	10/20/2015	250.00
43683	1032	Jack Davenport Sweeping Service	10/20/2015	8,640.00
43684	3807	Diamond Technologies	10/20/2015	27,299.28
43685	3064	E & W Theatres Inc.	10/20/2015	450.00
43686	2752	Fastenal Company	10/20/2015	932.22
43687	2113	Fuel Controls Inc.	10/20/2015	22,339.25
43688	0395	The Gas Company	10/20/2015	16.74
43689	3355	Got Weeds?	10/20/2015	1,000.00
43690	1801	HD Supply Waterworks LTD	10/20/2015	4,449.80
43691	0223	Kern County Auditors Office	10/20/2015	110.00
43692	0719	Kern County Board of Trade	10/20/2015	2,300.00
43693	1413	Kern Turf Supply Inc.	10/20/2015	54.18
43694	0817	Kimball Midwest	10/20/2015	316.75
43695	1286	M&M's Sports Uniforms & Embr	10/20/2015	270.33
43696	0300	Mission Linen & Uniform Service	10/20/2015	292.54
43697	0304	Mojave Sanitation	10/20/2015	504.93
43698	3004	Motor City Auto Center	10/20/2015	596.21
43699	3848	O'Reilly Automotive Inc	10/20/2015	84.76
43700	2236	Pacific West Sound Inc.	10/20/2015	2,264.20
43701	0689	Pioneer True Value Home Center	10/20/2015	11.55
43702	3668	PR Diamond Products Inc.	10/20/2015	390.00
43703	1075	Prime Signs	10/20/2015	174.15
43704	2748	RCS Investigations & Consulting	10/20/2015	4,950.00
43705	0362	RSI Petroleum Products	10/20/2015	1,397.46
43706	3000	Sail Thru Car Wash-Attn: Bill Kot	10/20/2015	96.00
43707	1506	San Joaquin Safety Shoes	10/20/2015	185.97
43708	2201	SC Communications Inc.	10/20/2015	561.00
43709	3674	Secure On-Site Shredding	10/20/2015	70.00
43710	2902	Sim Sanitation Inc	10/20/2015	82.00
43711	3173	Soto Tire & Wheels	10/20/2015	20.00
43712	0372	Southern California Edison	10/20/2015	18,207.37
43713	0399	Sparkletts	10/20/2015	102.40

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
43714	3281	Statewide Traffic Safety & Signs 1	10/20/2015	391.15
43715	2837	Tartaglia Engineering	10/20/2015	4,152.00
43716	0431	Tehachapi News	10/20/2015	1,018.75
43717	3730	Tractor Supply Credit Plan	10/20/2015	183.78
43718	3868	Traffic Management Incorporated	10/20/2015	2,000.00
43719	1061	USDA Rural Development	10/20/2015	5,013.00
43720	0476	WITTS Everything for the Office	10/20/2015	1,111.75
43732	1851	AT&T	10/21/2015	26.94
43733	3277	CoreLogic Information Solutions,	10/21/2015	241.66
43734	3844	Franchise Tax Board	10/21/2015	78.75
43735	0395	The Gas Company	10/21/2015	104.84
43736	1822	Ed Grimes	10/21/2015	83.38
43737	2695	Home Depot Credit Services	10/21/2015	6,934.43
43738	3083	Hub International Services Inc.	10/21/2015	869.16
43739	2951	Keyed Up Mobile Lock	10/21/2015	60.00
43740	0300	Mission Linen & Uniform Service	10/21/2015	44.46
43741	3834	Charlotte L Rusc	10/21/2015	100.00
43742	3674	Secure On-Site Shredding	10/21/2015	35.00
43743	3199	Slick Fish Marketing Co.	10/21/2015	236.25
43744	3903	South Street Digital, Inc	10/21/2015	172.00
43745	0372	Southern California Edison	10/21/2015	20,607.21
43746	2491	Southern California Edison Co.	10/21/2015	662.00
43747	3941	SWRCB	10/21/2015	606.00
43748	2827	SymbolArts	10/21/2015	275.00
43749	0426	Tehachapi-Cummings County Wat	10/21/2015	7,246.06
43750	3011	Verizon Wireless	10/21/2015	819.14
Report Total:				259,387.98

# Accounts Payable

## Checks by Date - Summary By Check Number

User: afrescas  
Printed: 10/28/2015 - 12:07 PM



CITY OF  
**TEHACHAPI**  
CALIFORNIA

Check Number	Vendor No	Vendor Name	Check Date	Check Amount
43751	3735	California Building Standards Cor	10/28/2015	126.90
43752	3736	Department of Conservation	10/28/2015	442.99
43753	3937	Kern County Sheriff's	10/28/2015	500.00
43754	3120	Petty Cash c/o Maria Stout	10/28/2015	285.08
Report Total:				1,354.97



# COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

**MEETING DATE:** NOVEMBER 2, 2015    **AGENDA SECTION:** PUBLIC WORKS DIRECTOR

---

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

**FROM:** JON CURRY, PUBLIC WORKS DIRECTOR

**DATE:** OCTOBER 27, 2015

**SUBJECT:** COST SHARING AGREEMENT WITH TEHACHAPI CUMMINGS-COUNTY WATER DISTRICT FOR PREPARATION OF THE 2015 UPDATE TO THE REGIONAL URBAN WATER MANAGEMENT PLAN

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## BACKGROUND

The California Water Code (CWC) requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the Department of Water Resources (DWR). These plans, which must be filed every five years, must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983 including amendments that have been made to the Act. The UWMPA requires that urban water suppliers servicing 3,000 or more connections, or supplying more than 3,000 acre-feet (AF) of water annually, to prepare an UWMP. The Plan was first prepared and adopted in 2010 and is now due for the 2015 update.

The Regional Urban Water Management Plan (RUWMP) describes and evaluates the practical and efficient uses of water, the degree of usage by the five agencies, reclamation and conservation activities and a detailed evaluation of water supply and demands pertaining to the five agencies for at least 20 years into the future. The RUWMP is prepared to ensure water service reliability during normal, dry, or multiple dry years, and is in compliance with the requirements of Water Code section 10620. The five agencies included in this RUWMP are: Tehachapi-Cummings County Water District (TCCWD- lead agency), Bear Valley Community Services District (Bear Valley CSD), Golden Hills Community Services District (Golden Hills CSD), Stallion Springs Community Services District (Stallion Springs CSD), and the City of Tehachapi (City).

A regional plan is being prepared, as opposed to separate individual plans, to share information, avoid duplication of efforts, reduce costs, and implement a more coordinated regional approach to water management. It is anticipated that this RUWMP will be adopted by these five agencies and that the Plan will identify implementable solutions that will be used in each of the agencies water resources planning efforts.

Three engineering firms submitted Requests for Proposals (RFP's) for RUWMP preparation services, Provost and Pritchard, AECOM and GEI. All three submitted qualified proposals.

AECOM - \$46,015

GEI - \$66,113

Provost and Pritchard - \$93,095

The cost sharing agreement for the RUWMP is based on 2014 water production, number of service connections and population served by the water system.

**FISCAL IMPACT**

The City's cost share would be \$15,040 (this figure includes a 20% contingency).

\$30,000 was budgeted in Water Production for FY15/16

**RECOMMENDATION**

Approve the City's cost sharing agreement in the amount of \$15,040

AGREEMENT BETWEEN TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
AND \_\_\_\_\_

FOR THE GREATER TEHACHAPI AREA  
REGIONAL URBAN WATER MANAGEMENT PLAN COSTS

This agreement (the "RUWMP Agreement" or "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Tehachapi-Cummings County Water District, hereinafter referred to as the "District" and \_\_\_\_\_, hereinafter referred to as the "Water Purveyor."

WHEREAS, the Urban Water Management Planning Act (the "Act") (California Water Code §10610 et. seq.) requires an "urban water supplier" to prepare and adopt an urban water management plan compliant with the Act and update the plan every five years in years ending in five and zero; and

WHEREAS, the Act defines an urban water supplier as "a supplier, either publicly or privately owned, providing water for municipal purposes either directly or indirectly to more than 3,000 customers or supplying more than 3,000 acre-feet of water annually;" and

WHEREAS, the Water Purveyor will be required to have an urban water management plan when it reaches the aforementioned number of customers or annual water supply; and

WHEREAS, the Greater Tehachapi Area has four public water purveyors and one public water wholesaler which cooperate on numerous water-related issues; and

WHEREAS, the District and the four water purveyors have agreed verbally to pursue a regional urban water management plan rather than individual plans for each water purveyor in an effort to reduce overall costs; and

WHEREAS, the Act states "An urban water supplier may satisfy the requirements of this part by participation in area wide, regional, watershed, or basin wide urban water management planning where those plans will reduce preparation costs and contribute to the achievement of conservation and efficient water use;" and

WHEREAS, an urban water management plan is required in order for a water supplier to be eligible for State grants, loans and drought assistance administered by the Department of Water Resources; and

WHEREAS, an urban water management plan is considered to be a source of information for water supply assessments (SB610) and written verification of water supply (SB221); and

WHEREAS, an urban water management plan is a source document for cities and counties as they prepare their general plans;

NOW, THEREFORE, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE 1. DEFINITIONS. When used in this Agreement, "Contract" shall mean the "Contract for Preparation of a Regional Urban Water Management Plan" attached hereto as Exhibit 1.

ARTICLE 2. PAYMENTS. The Water Purveyor hereby agrees to pay to the District its pro rata share of each Contract installment payment within 45 days of invoicing by the District. The Water Purveyor's pro rata share of these costs shall be equal to the percentage set forth in column 10 of the table attached hereto as Exhibit 2, and the cost thereof shall not exceed that which is provided at column 9 of Exhibit 2 absent written consent of the chief executive officer of each of the parties.

ARTICLE 3. WATER PURVEYOR RESPONSIBILITIES. The Water Purveyor hereby agrees to cooperate fully with the District and with the District's consultant by supplying all requested information and data in a timely manner and by ensuring that a management-level employee attends all meetings during the development of the regional urban water management plan.

ARTICLE 4. DISTRICT RESPONSIBILITIES. The District hereby agrees to manage the Contract for the mutual benefit of all plan participants, to make timely payments to the consultant pursuant to the Contract, to provide monthly updates on the progress of the plan, and to organize and publicize all meetings required during the development of the plan.

ARTICLE 5. TERMINATION OF AGREEMENT. This Agreement will terminate upon acceptance of the regional urban water management plan by the legislative body of the Water Purveyor and upon full and final payment pursuant to Article 2.

ARTICLE 6. NOTICES. All notices and payments that are required to be given or made by one party to the other under this Agreement shall be deemed to have been given or made if delivered personally, enclosed in a properly addressed envelope and delivered to a United States Post Office for delivery by registered or certified mail or an overnight delivery service with charges prepaid or charged to the sender's account, addressed to the recipient at the following applicable address, unless such address is changed by notice to the other party:

TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT  
Attn: General Manager  
22901 Banducci Road (hand delivery)  
Tehachapi, CA 93561

P.O. Box 326 (by mail)  
Tehachapi, CA 93581

WATER PURVEYOR  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices that are required to be given or made to any other Water Purveyor shall be delivered in accordance with this article to the address specified in each Water Purveyor's executed copy of this Agreement.

ARTICLE 7. AMENDMENTS. This Agreement may be amended or modified only by a subsequent written agreement approved and executed by the Water Purveyor and the District.

ARTICLE 8. CONDITIONS PRECEDENT. All of the District's and the Water Purveyor's obligations under this Agreement are expressly subject to the following conditions precedent:

- (a) The legislative bodies of the District, the City of Tehachapi, Golden Hills Community Services District, Bear Valley Community Services District and Stallion Springs Community Services District must each approve this Agreement.
- (b) A proposal for a regional urban water management plan from a qualified consultant must be approved by the chief executive officer of each of the above named agencies and by the District's Board of Directors.

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

WATER PURVEYOR

TEHACHAPI-CUMMINGS COUNTY  
WATER DISTRICT

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

**Exhibit 1**

**Contract for Preparation of a Regional Urban Water Management Plan**

To be provided by consultant/engineering firm with winning proposal  
(winning proposal to be determined by majority vote of five participating agencies)



## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this October 22, 2015, is by and between Tehachapi-Cummings County Water District, a public agency, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

**2. TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

**3. COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

**4. NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

Tehachapi Cummings County Water District  
PO BOX 326  
Tehachapi, CA 93581  
Attn: John Martin, Project Manager

**TO AECOM:**

5001 East Commercenter Dr., Suite 100  
Bakersfield, CA 93309  
Attn: Monique Roberts, Project Manager

Claims-related notices shall be copied to:  
Chief Counsel, Americas Design and Consulting Services  
515 South Flower Street, Suite 1050  
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

**5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

**6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

## **9. DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

## **12. INSURANCE**

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

## **13. INDEMNITY**

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

**14. CONSEQUENTIAL DAMAGES WAIVER** IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

## **16. DISPUTES RESOLUTION**

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

**17. GOVERNING LAW** This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

**18. TERMINATION**

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

**19. ASSIGNMENT**

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

**20. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

**25. ORDER OF PRECEDENCE**

<b>EXHIBIT C</b>	Change Orders
<b>Consulting Services Agreement</b>	Article 26
<b>Consulting Services Agreement</b>	Articles 1 through 25 and 27
<b>EXHIBIT B</b>	Compensation and Payment
<b>EXHIBIT A</b>	Services
<b>Other contract documents</b>	

**26. SPECIAL TERMS AND CONDITIONS**

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**27. ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

**AECOM Technical Services, Inc.**

**CLIENT:** Tehachapi-Cummings County Water Dist.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

Address  
\_\_\_\_\_  
\_\_\_\_\_

Address  
22901 Banducci Road  
PO Box 326  
Tehachapi, CA 93581

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**EXHIBIT A**  
**SERVICES**Services:

Refer to Attachments A-1 and A-2
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Schedule:

Project Kickoff Meeting – December 2015
Public Workshops – February 2016
Draft Urban Water Management Plan – April 1, 2016
Final Urban Water Management Plan – May 27, 2016

Deliverables:

Draft 2015 Urban Water Management Plan
Final 2015 Urban Water Management Plan

AECOM Project Manager

Monique Roberts, PE
Project Manager
5001 East Commercenter Dr. Suite 100 Bakersfield, CA 93309
661 283 2323
monique.roberts@aecom.com

Client Project Manager

John Martin
Project Manager
PO BOX 326 Tehachapi, CA 93581
661 822 5504
martin@tccwd.com

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# Introduction/ Project Approach

## Project Understanding

The Tehachapi Water Availability Preservation Committee (Committee) consists of five public agencies in the greater Tehachapi area: Golden Hills Community Services District, Stallion Springs Community Services District, Bear Valley Community Services District, City of Tehachapi, and Tehachapi-Cummings County Water District. The Committee has requested proposals for the preparation of a regional Urban Water Management Plan (UWMP or Plan) in accordance with the Urban Water Management Planning Act (Act) and the Department of Water Resources (DWR) 2015 UWMP Guidebook for Urban Water Suppliers (UWMP Guidebook), which is scheduled to be released by DWR in mid-October 2015.

The preparation and submittal of a complete 2015 UWMP will ensure that the participating agencies remain in compliance with the Act and applicable changes in the Water Code since the 2010 UWMP was adopted. Compliance will enable the agencies to remain eligible for all funding administered by DWR. The deadline for submittal of a 2015 UWMP to DWR is July 1, 2016. A regional plan is proposed in order to allow the participating agencies to avoid duplication of efforts, reduce costs, and implement a more coordinated regional approach to water management.

## Approach

AECOM proposes to implement the following methodology for preparation of the 2015 UWMP update for the Committee:

1. **Kickoff Meeting.** A kickoff meeting will be held with the participating agencies and other key personnel prior to initial development of the UWMP. The purposes of the meeting will be to: 1) discuss the process and schedule for preparing the UWMP, 2) discuss data needs, 3) discuss coordination of the 2015 UWMP content with other related documents, such as relevant General Plans, master plans, water conservation plans, groundwater management plans, and water shortage contingency plans, and 4) discuss strategy for the public outreach and review processes.
2. **Data Collection.** The first priority in preparing the UWMP update will be to gather the data needed to evaluate where the participating agencies stand in regards to existing and future water supplies, demands, and reliability. The following is a preliminary summary of the data needed:
  - a. Population estimates and projections
  - b. Water supply sources, quantities, and reliability (State Water Project and groundwater)
  - c. Groundwater and surface water quality information
  - d. Adjudication documentation and Groundwater Management Plans
  - e. Water usage data records for each participating agency (by usage type if available)
  - f. Projections for water usage for each participating agency
  - g. Current water rate structures and policies
  - h. Water Shortage Contingency Plans
  - i. Conservation Ordinances
  - j. Current and projected groundwater recharge and/or banking project operations

- k. Current and projected recycled water usage
- l. Demand Management Measures (DMM) and accomplishments

**3. Service Area & Demand Characteristics.** AECOM will compile, review, and analyze the data collected in Task 2 and will prepare an update of the description of each agency's service area, facilities, local climate, demographics, and population projections as described in Chapter 3 of the UWMP Guidebook. Existing water system demands and future projections will be developed as described in Chapter 4 of the UWMP Guidebook.

**4. Baselines and Targets.** The baselines and targets from the 2010 Plan will be reviewed and updated as required per Chapter 5 of the UWMP Guidebook and Methodology 9: Regional Compliance in Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use prepared by DWR in 2011. Progress toward meeting the 2020 water use targets for the regional alliance and each retail water agency will be assessed. Water reduction targets are not applicable to Tehachapi Cummings County Water District since it is a wholesale agency in regards to urban water supply.

**5. Water Resources & Supply Outlook.** AECOM will review the available data on the agencies' water resources, including SWP imported water and local groundwater supplies, and update the descriptions for the UWMP. Past and future water exchanges, transfers, and banking operations will also be discussed as well as water quality and its impact on water supplies. Current and planned recycled water uses and other planned projects and programs to increase water supplies will be identified. Groundwater management activities and groundwater basin adjudications will be addressed.

The most recent DWR State Water Project Reliability and Delivery Capability Reports will be referenced for projected near-term and long-term changes in SWP supplies. The SWP delivery model used in the UWMP will be consistent with that used by other State Water Contractors. The potential impacts of climate change on local water supplies will be referenced from the Kern

County Integrated Regional Water Management Plan. The current and projected water supplies will be described and quantified in accordance with Chapter 6 of the UWMP Guidebook.

Water reliability assessments will be updated per Chapter 7 of the UWMP Guidebook. AECOM will evaluate the adequacy of the water supplies to meet the projected demands from Task 3 under the average water year, single dry water year, and multiple dry water year scenarios for each agency. The frequency and magnitude of any water supply deficiencies will be noted.

**6. Water Shortage Contingency Planning.** The agencies' Water Shortage Contingency Plans will be discussed per Chapter 8 of the UWMP Guidebook. AECOM will summarize the drought planning and preparedness efforts for each agency in response to varying quantities of water supply.

**7. Demand Management Measures.** AECOM will describe the agencies' Demand Management Measures (DMMs) per Chapter 9 of the UWMP Guidebook. AECOM will identify the existing DMMs each agency has implemented and discuss their accomplishments since the last Plan. Measures identified in the Draft UWMP Guidebook include water waste prevention ordinances, metering, conservation pricing, public education and outreach, programs to assess and manage distribution system real loss, water conservation program coordination and staffing support, and other demand management measures implemented by agencies. DMMs planned to be implemented to achieve water use targets will be described.

**8. Joint Meetings.** AECOM will attend up to three joint meetings with the participating agencies (in addition to the kickoff meeting) to discuss the project. The anticipated meetings include one public workshop, one meeting prior to submitting the Draft UWMP, and one final meeting. AECOM will prepare agendas and minutes for each meeting.

**9. Plan Preparation.** AECOM will prepare the UWMP in accordance with the applicable State standards (following the UWMP Guidebook). AECOM will coordinate with the Committee to

incorporate the public hearing and other public notifications regarding plan adoption as outlined in Chapter 10 of the UWMP Guidebook. A Draft will be prepared and submitted for Committee review. Following review by the Committee and incorporation of comments, a Final Plan will be prepared and submitted. For the purposes of this proposal, it is assumed that five hard copies and one electronic (.pdf) copy will be submitted to the Committee for each version of the document (draft and final).

**Proposal for  
Greater Tehachapi Regional 2015 Urban Water  
Management Plan**

**AECOM October 15, 2015**

**Optional Task  
Energy Intensity Reporting**

**Scope of Work:**

Energy intensity is defined in the Draft Guidebook to be calculated by dividing the quantity of energy consumed (kWh) by the volume of water entering the distribution system (AF). Energy intensity calculations will be developed for each agency based on the level of detail available for energy consumption data using the tables in the Guidebook. The guidance uses a one-year reporting period, ideally the 2015 time period from the Urban Water Management Plan. A report narrative will be prepared discussing the energy intensity calculations and the water supply sources and water management processes that are included. Data sources, assumptions, and methods used to complete the energy intensity calculations will also be documented.

**Proposed Budget:**

<b>Description</b>	<b>Project Manager</b>	<b>Project Engineer</b>	<b>Associate Engineer</b>	<b>Labor Cost</b>	<b>Non-Labor Cost</b>	<b>Total Cost</b>
Optional Energy Intensity Reporting	4	6	12	\$3,240	\$275	<b>\$3,515</b>

**EXHIBIT B**

**COMPENSATION AND PAYMENT**

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[X] Time and Materials with a Not-to-Exceed (“NTE”) amount of (\$ 46,015.00). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

**2.1 HOURLY LABOR RATE SCHEDULE**

Refer to Attachment B-1	\$
	\$

**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

**3. REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

**4. CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

**5. INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client’s objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

**6 PAYMENT**

**6.1** If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

**6.2** Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM’s invoices within 30 days of receipt without holdback or retention. Amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

**6.3** If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of

the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D  
Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at [cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

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# B. Cost Proposal and Budget

The proposed project budget has been developed to show the estimated hours for the key project team members and support staff for each task as presented in the Request for Proposals.

Proposed Project Budget

2015 Urban Water Management Plan

Tehachapi Water Availability Preservation Committee

Task Description	Personnel Hours						Budget		
	Total Hours						Labor	Non-Labor Fee	Total
	Principal in Charge	Project Manager	Project Engineer	Associate Engineer	Design CADD Oper.	Clerical			
<b>2015 UWWP Preparation</b>									
Task 1 - Project Administration and Quality Management	2	8	8			18	\$ 3,280	\$ 279	\$ 3,559
Task 2 - Data Collection, Compilation, and Review		2	8	12		22	\$ 3,240	\$ 267	\$ 3,507
Task 3 - Meetings with Agencies (up to 4)		12	8	4		24	\$ 4,080	\$ 347	\$ 4,427
Task 4 - Prepare Draft UWWP						-	\$ -	\$ -	\$ -
Service Area and Demand Characteristics		4	8	16	4	32	\$ 4,600	\$ 391	\$ 4,991
Baselines and Targets		4	8	20		32	\$ 4,560	\$ 388	\$ 4,948
Water Resources and Supply Outlook		4	8	20		32	\$ 4,560	\$ 388	\$ 4,948
Water Shortage Contingency Planning		4	8	16		28	\$ 4,080	\$ 347	\$ 4,427
Demand Management Measures		4	8	16		28	\$ 4,080	\$ 347	\$ 4,427
Energy Intensity Reporting		4	6	12		22	\$ 3,240	\$ 275	\$ 3,515
Prepare Draft UWWP	1	4	4	12	2	8	\$ 3,900	\$ 332	\$ 4,251
Task 5 - Prepare Final UWWP	1	2	4	8	2	4	\$ 2,780	\$ 236	\$ 3,016
<b>Total</b>	<b>4</b>	<b>52</b>	<b>78</b>	<b>136</b>	<b>8</b>	<b>290</b>	<b>42,400</b>	<b>3,596</b>	<b>46,015</b>

Amounts shown are fee.

Personnel Category	\$/HR
Principal in Charge	\$200.00
Project Manager	\$180.00
Project Engineer	\$180.00
Associate Engineer	\$120.00
Design CADD Oper.	\$130.00
Clerical	\$70.00

AECOM Project Name: Greater Tehachapi Regional 2015 Urban Water Management Plan  
AECOM Project No.: \_\_\_\_\_  
Change Order No.: \_\_\_\_\_

**EXHIBIT C**

**CHANGE ORDER FORM**

In accordance with the Consulting Services Agreement dated \_\_\_\_\_, 20\_\_ between \_\_\_\_\_ ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of \_\_\_\_\_, 20\_\_ modifies that Agreement \_\_\_\_\_ as follows:

**1. Changes to the Services:**


**2. Change to Deliverables:**

--

**3. Change in Project Schedule (attach schedule if appropriate):**

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**4. Change in CONSULTANT's Compensation:**

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$ \_\_\_\_\_). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Therefore, the total authorized Compensation, inclusive of this Change Order is \$

**5. Project Impact:**

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6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

**AECOM Technical Services, Inc.**

**CLIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Printed Title

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

[End of Agreement]



# COUNCIL REPORTS

**MEETING DATE:** November 2, 2015    **AGENDA SECTION:** DEVELOPMENT SERVICES

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

**FROM:** JAY SCHLOSSER, DEVELOPMENT SERVICES DIRECTOR

**DATE:** OCTOBER 29, 2015

**SUBJECT:** AMENDMENTS TO ORDINANCE NO. 14-03-717 CHAPTERS 3.20, 3.30, 4.20, 4.50, 6.20, 7.10, 9.70 AND 11.10

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## **BACKGROUND:**

As the City Council will recall, the ordinance proposed to amend various portions of Ordinance No 14-03-717 was introduced at the last City Council Meeting held on October 19, 2015. This amendment is presented to the Council at this time for final adoption.

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**

ADOPT 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.

**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**

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**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	<u>Tobacco Centric Venue</u>	-	-
	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
Residential	Transit Station	-	-
	Employee (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	-	-
	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)	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
Restaurant and Food	Live/Amplified Music	-	-
	Meeting Facility	-	-
	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
Retail	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
Services	Retail <2,000 square feet	CUP	1/400
	Retail >2,000 square feet	-	-
	Secondhand Stores	-	-
	Tobacco Centric Venue	-	-
	Care Facility for the Elderly <7	P	1/4
Services	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
Residential	Transit Station	-	-
	Employee (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	-	-
	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	Fermitted 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
Recreation	Live/Amplified Music	-	-
	Meeting Facility	-	-
Restaurant and Food	Drive-Through	-	-
	Pub / Bar, Micro-Brewery	-	-
	Restaurant (may incl alcohol sales)	-	-
	Outdoor Dining	-	-
	Wine Tasting	-	-
Retail	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	-	-
	Tobacco Centric Venue	-	-
Services	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/U (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	-	-
Other	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)	-	-
	Outdoor Dining	-	-
Retail	Wine Tasting	-	-
	Alcohol Sales (off-site)	-	-
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-
	Retail <2,000 square feet	MUP	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	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	-	-
	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	P	1/U
	Rooming and Boarding House	P	1/U
	Single Family Residential	P	2/U
Single Room Occupancy	MUP	1/2U	
Industrial	Manufacturing	-	-
	Power / Electrical Substation	-	-
	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
Motor-Vehicle Related	Car Wash, Gas Station	-	-
	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
	Motor Vehicle Sales, new / used	-	-
Communications	Motor Vehicle Rentals	-	-
	Telecommunications Facilities	CUP (1)	0
Other	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	Category	Use	Permit	Pkg
Entertainment and Recreation	Adult Entertainment	-	-	Office and Civic	Office	-	-
	Cinema	-	-		Government, Civic, Library	-	-
	Nightclub	-	-		School, College, University	P	1:5
	Health / Fitness	-	-		Transit Station	-	-
	Indoor/Outdoor Recreation	P (2)	1/400	Residential	Employee (Farmworker) Housing	P (-)	1/U (-)
	Live/Amplified Music	-	-		Granny Flat (Secondary Dwelling)	-	-
Meeting Facility	-	-	Ground Floor		-	-	
Restaurant and Food	Drive-Through	-	-		Home Occupation	P (1)	0
	Pub / Bar, Micro-Brewery	-	-		Mobile Home Park/Subdivision	P (1)	1/U
	Restaurant (may incl alcohol sales)	-	-		Multi Family Residential	-	-
	Outdoor Dining	-	-	Rooming and Boarding House	-	-	
	Wine Tasting	-	-	Single Family Residential	-	-	
Retail	Alcohol Sales (off-site)	-	-	Single Room Occupancy	-	-	
	Artisan / Craft MFG (w/ on-site sales), Art Gallery / Exhibition	-	-	Industrial	Manufacturing	-	-
	Retail <2,000 square feet	-	-		Power / Electrical Substation	-	-
	Retail >2,000 square feet	-	-		Reverse Vending Machine	-	-
	Secondhand Stores	-	-		Small Collection Facility	-	-
	Tobacco Centric Venue	-	-	Motor-Vehicle Related	Car Wash, Gas Station	-	-
Services	Care Facility for the Elderly <7	MUP	1/4		Motor Vehicle Sales, Rentals	-	-
	Care Facility for the Elderly >7	CUP	1/4		Recreational Vehicle Park	P (2)	-
	Day Care: Adult Day	P	1/4	Repair (motor vehicles)	-	-	
	Day Care: Small House <7	P (1)	1/4	Communi- cations	Telecommunications Facilities	CUP (1)	0
	Day Care: Large House 7 to 14	P (1)	1/4		Broadcasting / Recording Studio	-	-
	Day Care Center: Child > 15	P (1)	1/4	Other	Temporary Use	MUP (1)	0
	Emergency Shelter	P (1)	1/4		Nature (see 8.10.060)	P	0
	Funeral Home	-	-		Agriculture (see 8.10.070)	-	-
	Group Home < 7 clients	P	1/U		Greenway (see 8.10.080)	-	-
	Group Home > 7 clients	-	-		Green (see 8.10.090)	P	0
	Hotel / Motel	-	-		Plaza, Square, Passage	-	-
	Inn (B&B)	-	-		Playground (see 8.10.130)	MUP	0
	Laundromat/Dry Cleaning	-	-		Sportsfield (see 8.10.140)	-	-
	Medical Services	-	-		Roof Garden (see 8.10.150)	-	-
Business and Personal Services	-	-	Household Pet (1)		P	0	
Repair, Commercial (non-vehicular)	-	-					
Transitional and Supportive Housing	P (-)	1/U (-)					
Veterinary Clinic/Boarding	-	-					

**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)	-	-
	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 >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	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, F	1/U, F
	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	<u>Employee (Farmworker) Housing</u>	P, F	1/U, F
	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	-	-
	Single Family Residential	P	2/U
Industrial	Single Room Occupancy	-	-
	Manufacturing	-	-
	Power / Electrical Substation	-	-
	Reverse Vending Machine	-	-
	Small Collection Facility	-	-
Motor-Vehicle Related	Car Wash, Gas Station	-	-
	Recreational Vehicle Park	-	-
	Repair (motor vehicles)	-	-
Communi- cations	Motor Vehicle Sales, Rentals	-	-
	Telecommunications Facilities	CUP (1)	0
Other	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

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
Restaurant and Food	Live/Amplified Music	-	-
	Meeting Facility	P	1/400
	Drive-Through	P	1/200 (400)
	Pub / Bar, Micro-Brewery	P (1)	1/200 (400)
Retail	Restaurant (may incl alcohol sales)	P	1/200 (400)
	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
Services	Retail <10,000 square feet	P	1/400
	Retail >10,000 square feet	MUP	1/400
	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	-	-
	Single Family Residential	-	-
Industrial	Single Room Occupancy	MUP	1/2-U
	Manufacturing	-	-
	Power / Electrical Substation	P	0
	Reverse Vending Machine	P	0
Motor-Vehicle Related	Small Collection Facility	-	-
	Car Wash	P	1/400
	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	-
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)	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]
1:6	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

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)
	Outdoor Dining	-	-
Retail	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
	Secondhand Stores	P	1/400
Services	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
	Single Family Residential	-	-
Industrial	Single Room Occupancy	MUP	1/2 U
	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
1:5	1 parking space required for each 6 students or seats
1/U	1 parking space required for each dwelling unit

Tehachapi Zoning Code | October 2014 Adopted | 3-73

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
Entertainment and Recreation	Adult Entertainment	-	-
	Cinema	P	1/400
	Nightclub	-	-
	Health / Fitness	P	1/400
	Indoor/Outdoor Recreation	P	1/400
Restaurant and Food	Live/Amplified Music	CUP	n/a
	Meeting Facility	-	-
	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	-	-
	Retail <2,000 square feet	P	1/400
	Retail <10,000 square feet	P	1/400
Services	Retail >10,000 square feet	P	1/400
	Secondhand Stores	-	1/400
	Tobacco Centric Venue	-	-
	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	-	-
	Emergency Shelter	-	-
	Funeral Home	-	-
	Group Home < 7 clients	-	-
	Group Home > 7 clients	-	-
	Hotel / Motel	P	1/2R
	Inn (B&B)	-	-
	Laundromat/Dry Cleaning	-	-
	Medical Services	-	-
	Business and Personal Services	CUP	1/500
	Personal Services, Restricted	CUP	1/500
	Repair, Commercial (non-vehicular)	MUP	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	-	-
	School, College, University	CUP	1:5
	Transit Station	-	-
Residential	Employee (Farmworker) Housing	-	-
	Granny Flat (Secondary Dwelling)	-	-
	Ground Floor	-	-
	Home Occupation	-	-
	Multi Family Residential	-	-
	Mobile Home Park/Subdivision	-	-
	Rooming and Boarding House	-	-
	Single Family Residential	-	-
Single Room Occupancy	-	-	
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)	MUP(1)	5
	Motor Vehicle Rentals	P	1/10
	Motor Vehicle Sales, new	P	1/400
	Recreational Vehicles Park	CUP	-
Communications	Repair (motor vehicles)	-	-
	Telecommunications Facilities	CUP (1)	0
Other	Broadcasting / Recording Studio	P	1/400
	Temporary Use	MUP (1)	0
	Nature, Agriculture	-	-
	Greenway	P	0
	Green	-	-
	Plaza, Square, Passage	-	-
	Playground, Sportsfield	-	-
Roof Garden	-	-	
Household Pet (1)	P	0	

Key

P	Permitted Use	(2)	Indoor boarding only
MUP	Minor Use Permit Required	1/400	1 parking space required for each 400 sq ft of floor area
CUP	Conditional Use Permit Required	1/2R	1 parking space required for each [2] room[s]
-	Use not allowed	1:6	1 parking space required for each 6 students or seats
(1)	See Article 6 "Specific to Uses"	1/U	1 parking space required for each dwelling unit



APPROVED  
DEPARTMENT HEAD:   
CITY MANAGER: 

# COUNCIL REPORTS

MEETING DATE: NOVEMBER 2, 2015    AGENDA SECTION: DEVELOPMENT SERVICES

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

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

**DATE:**                OCTOBER 28, 2015

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

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## BACKGROUND

As the Council is aware, the City is constructing the Tehachapi Boulevard Improvements Project Phase III located on Tehachapi Boulevard between Hayes Street and Dennison Road. As part of the construction of these improvements, the City needs to accept and record an Irrevocable Offer of Dedication. The documents have been executed by the property owner, Tehachapi Unified School District. The Council now needs to accept the Irrevocable Offer of Dedication.

## RECOMMENDATION

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

RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:

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

For the benefit of the City of Tehachapi

**IRREVOCABLE OFFER OF DEDICATION**

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

**SEE ATTACHED EXHIBIT "A" AND "B"**

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

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

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

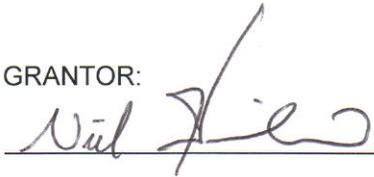
This Offer of Dedication may be terminated and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9 of Streets and Highways Code of the State of California. Such termination and abandonment may be made by the City Council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

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

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

IN WITNESS HEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this 13<sup>TH</sup> day of OCTOBER, 2015.

GRANTOR:

  
\_\_\_\_\_

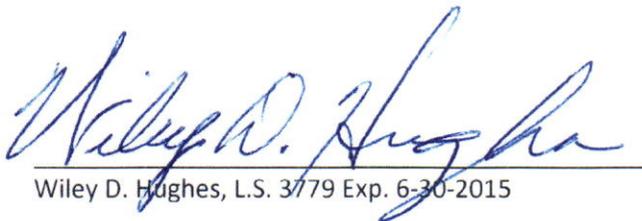
**Exhibit "A"**

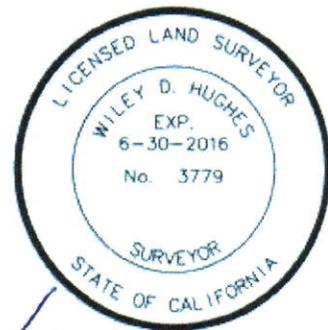
**Legal Description for an 8 foot Wide Irrevocable Offer of Dedication for the  
South Side of Tehachapi Boulevard**

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

Commencing at the East Quarter corner of said Section 21; thence  $S00^{\circ}51'34''W$  along the East line of said Southeast Quarter and the centerline of Dennison Road a distance of 579.38 feet to a point of intersection with the South line of Tehachapi Boulevard (County Road No. 86) as said County Road existed on May 21, 1937; thence  $N80^{\circ}23'06''W$  along the South line of said County Road a distance of 890.77 feet to the Northwest corner of land conveyed to Emit Kirschenmann and Wife by the document recorded May 21, 1937 in Book 722, Page 331 of Official Records, said corner being the True Point Of Beginning; thence  $S00^{\circ}51'34''W$  parallel with said East line a distance of 8.09 feet to a point that lies 8.00 feet South of as measured at right angles to said South line; thence  $N80^{\circ}23'06''W$  parallel with said South line a distance of 463.18 feet to a point on the West line of the Northeast Quarter of the Southeast Quarter of said Section 21; thence  $N00^{\circ}43'22''E$  along said West line a distance of 8.10 feet to a point on said South line; thence  $S80^{\circ}23'06''E$  along said South line a distance of 463.20 feet to the True Point of Beginning.

Containing 3,706 square feet more or less.

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



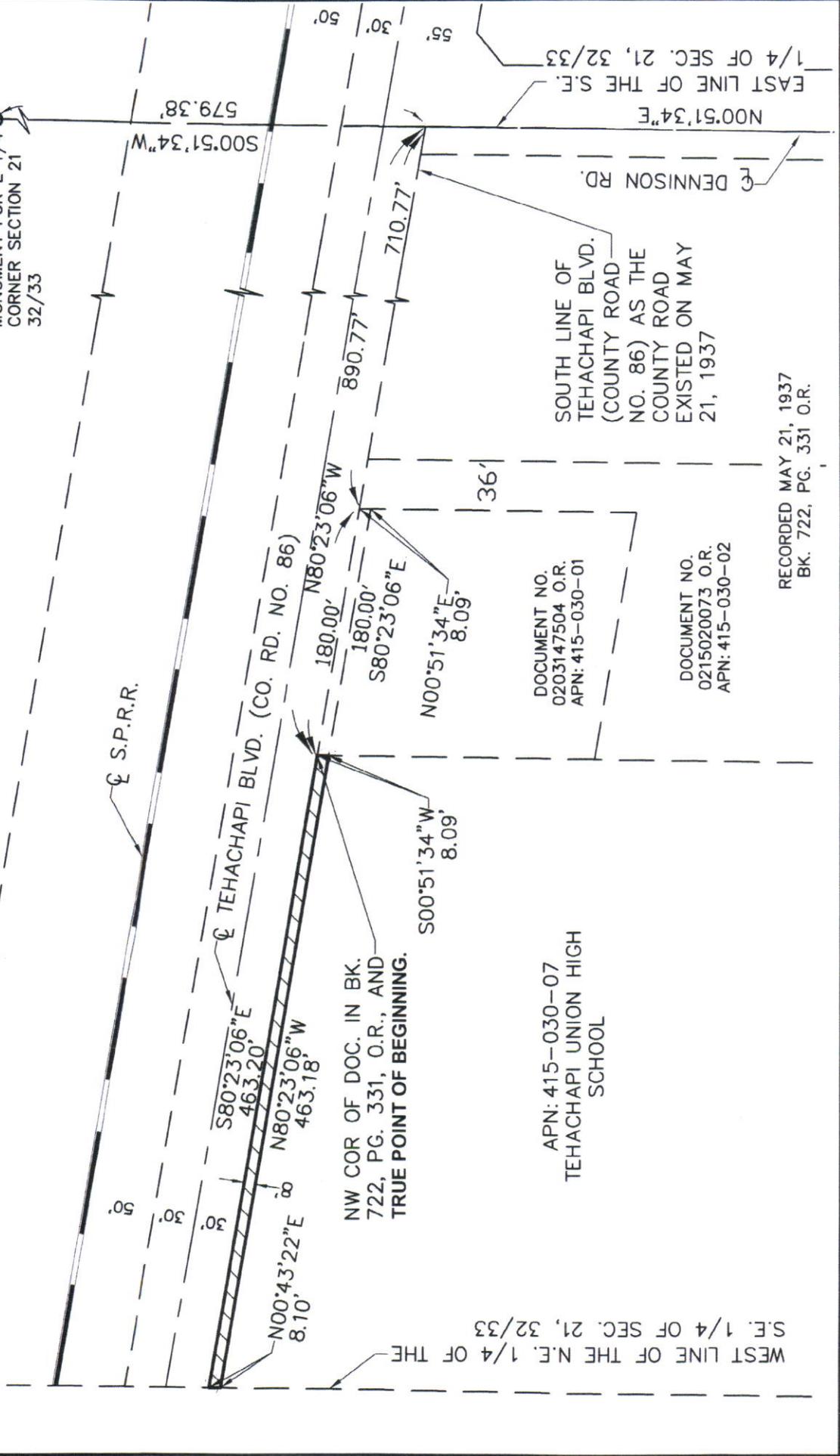
8/26/15  
Date

# EXHIBIT 'B'

A PORTION OF THE PARCEL LYING IN THE N.E. 1/4 OF THE S.E. 1/4 SECTION 21, T.32S., R.33E., M.D.M. CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA

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

SCALE: 1"=100'



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

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

State of California

County of Kern

On 10/15, 2015, before me, Charlotte L. Ruse, Notary Public,

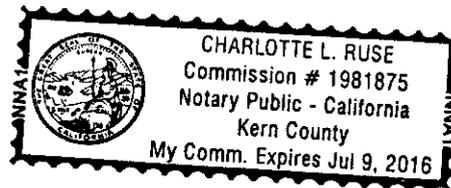
personally appeared, NICK HEINLEIN

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

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

WITNESS my hand and official seal.

Charlotte L. Ruse  
Notary Public





APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

# COUNCIL REPORTS

MEETING DATE: November 2, 2015    AGENDA SECTION: CITY MANAGER

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

**FROM:**                GREG GARRETT, CITY MANAGER

**DATE:**                OCTOBER 27, 2015

**SUBJECT:**            FEDERATION OF PUBLIC SERVICE EMPLOYEES MOU AMENDMENT NO. 1

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## BACKGROUND

As the Council is aware, the City entered into an agreement with the Federation of Public Services Employees Local 1850 (Unit) on August 3, 2015. In that agreement, medical benefits including medical, dental, and vision benefits were specific only for calendar year 2015.

As the Council is also aware, the 2015-16 City Budget included a planned cap amount for monthly medical, dental, and vision premiums for each employee. With the planned cap in mind, City management met with representatives of the bargaining unit to discuss the issue.

After a brief and successful opportunity to negotiate the changes, the Unit has agreed to the cap amounts planned in the budget. These cap amounts also affect all other City employees.

As such, the agreement between the City and the Unit needs to be amended to reflect the changes in monthly premium payments. For calendar year 2016 (effective January 1, 2016), the City will pay a maximum of \$1800 for an employee and family for the combined premium costs of medical, dental, and vision; \$1320 for an employee plus one other individual; and \$660 for a single employee.

Additionally, employees who wish to opt out City medical coverage, and who can provide suitable proof of insurance through another provider, will be provided \$297.61 for the single employee plan; \$603.67 for the employee +1 plan; and \$808.64 for the employee plus family plan. Employees who opt out cannot opt of dental and vision coverage, which requires 100% participation by the City.

Any employee who chooses to select the health plan option with the lowest premium costs offered by Kaiser Permanente will also have the following amounts deposited into a pre-tax Health Savings Account (HSA) on January 1, 2016: \$1350 for a single employee; \$2700 for employee +1; and \$2550 for an employee and family.

Lastly, the Labor Agreement is being amended to reflect a change in the current annual pant allowance for Bargaining Unit members from \$150 to \$175. The proposed changes will also increase the annual Safety Performance Bonus from \$150 to \$250 for qualifying employees. In exchange for the increase in bonus amount, the Unit has agreed to stricter qualifying criteria for the bonus.

At this time, an Amendment to the Labor Agreement still needs to be finalized, encapsulating the Tentative Agreement attached to this report. With the open enrollment period for medical benefits ending on November 13, Staff is of the opinion that a Council action approving the proposed terms at this meeting, without a finalized amendment, is appropriate. This will give the Unit confidence

**RECOMMENDATION**

**APPROVE PROPOSED TERMS OUTLINED IN THE TENTATIVE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO SIGN AMENDMENT NO. 1 TO THE LABOR AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND THE FEDERATION OF PUBLIC SERVICE EMPLOYEES LOCAL 1850, SUBJECT TO FINAL REVIEW AND APPROVAL OF THE AMENDMENT BY CITY LEGAL COUNSEL AND THE FPSE**

Proposal to the Public Works Unit Regarding  
Health Benefits and Insurance for 2016.  
October 22, 2015

This proposal should be considered a package proposal consisting of two possible options. Any rejection or modification of specific option in the proposal will be deemed by the City as a rejection of that entire option. Tentative Agreement of either option will be deemed rejection of the other option. Changes to MOU language are contained below in legislative track changes, with strikeouts denoting deletions and red underlining denoting additions. All other MOU language not changed below remains in effect.

(Goal of the City: As previously discussed at the bargaining table during MOU negotiations earlier this year and during the last meeting to discuss the City's proposal for health care benefits for 2016, the City has needed to achieve cost savings in order to have a balanced budget. Accordingly, the City has proposed capping employee health benefits for calendar year 2016. Currently the City's budget projects an approximate \$6,000 surplus in the general fund. While the City is hopeful it will be able to maintain a balanced budget, it appears that unforeseen factors may cause the City to run a deficit for FY 2016. Accordingly, the City proposes the following proposal which contains two options for agreement.)

(Proposal Effective Jan 1, 2016.)

Section 9.2 Health Benefits and Insurance

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

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

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

- Anthem Blue Cross PPO
- Anthem Blue Cross HMO

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

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

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



Section 5. Life insurance: City provides a policy value at two (2) times the annual salary, capped at \$150,000. Dependent coverage is \$1500.00 per dependant.

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

(OPTION 1)

During the Calendar year 2016 only, the City will provide the following benefits to covered bargaining unit members for the following plans:

- Anthem Blue Cross Classic PPO
- Anthem Blue Cross Advantage PPO
- Anthem Blue Cross CalCare HMO
- Anthem Blue Cross Value HMO
- Anthem Blue Cross Account Based Health Plan
- Kaiser Traditional HMO
- Kaiser Account Based Health Plan

Section 1. The City will pay \$1,800 of the monthly premiums for employees choosing the employee + family; \$1,320 for employees choosing the employee +1; \$660 for employees choosing the employee only plan.

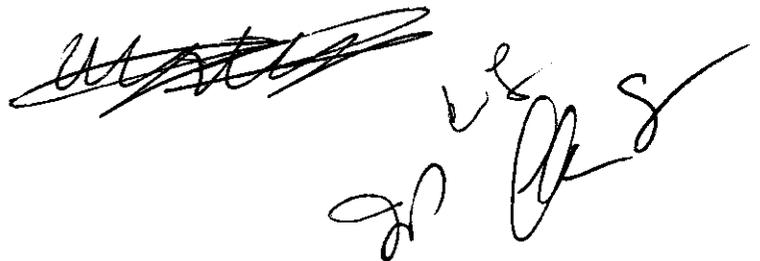
Section 2. Dental insurance: The City provides Delta Dental PPO to employees and dependents.

Section 3. Vision insurance: The City provides VSP plan #4029 to employees and dependents.

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

Section 5. Life insurance: City provides a policy value at two (2) times the annual salary, capped at \$150,000. Dependent coverage is \$1,500.00.

Per City's contract with ACWA – employees can opt out of medical insurance with proof of other coverage – for 2016 the City will offer \$297.61 for the single employee plan, \$603.67 for the employee +1 plan; and \$808.64 for the employee + family plan. Dental and Vision requires 100% participation by City.



Any employee who chooses to select the Account Based Health Plan offered by Kaiser Permanente will have following amounts deposited into a pre-tax Health Savings Account (HSA) on January 1, 2016.

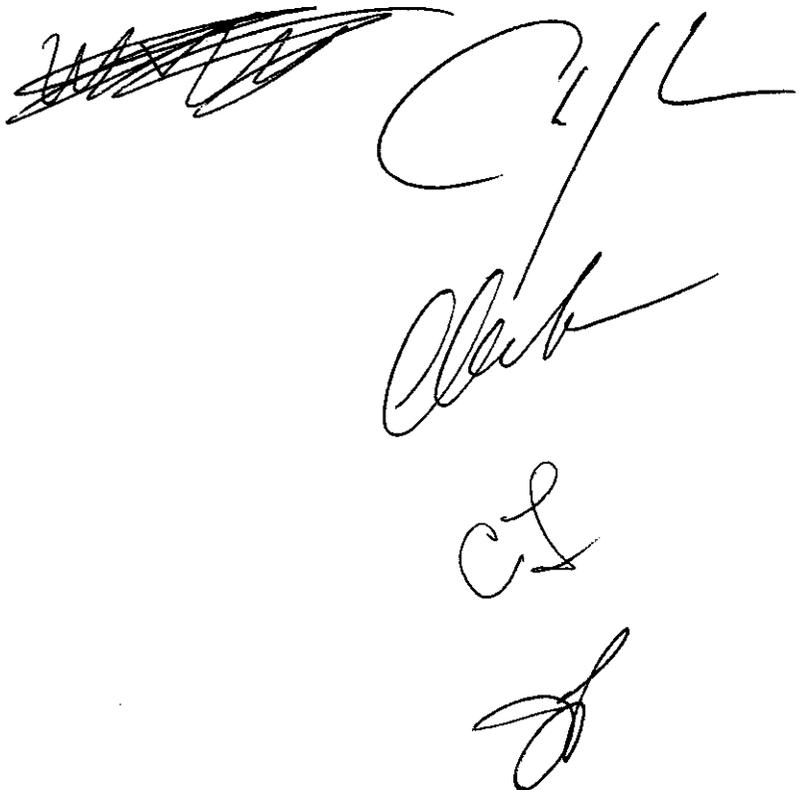
- Single: \$1350.00
- Two Party: \$2700.00
- Family: \$2550.00

Section 4.4 Uniforms and Uniform Maintenance

B. Pant allowance: No later than August 15th of each fiscal year, the City will provide an allowance of ~~\$150.00~~ \$175.00 paid to the employee by way of separate check or direct deposit.

Section 4.6 Safety Bonus

Each eligible member of the bargaining unit covered by the provisions of this agreement shall receive a net payment in the amount of ~~one hundred and fifty dollars \$150.00~~ two hundred and fifty dollars (\$250.00). Payments shall be by way of separate check or direct deposit dated no later than December 15th of each year for the duration of this agreement. In order to maintain eligibility, an employee must not have had a sustained employment action for a safety violation under Article VI of the MOU ~~any Cal/OSHA lost time injuries~~ during the current calendar year.



The block contains several handwritten signatures and initials. At the top left is a large, dark scribble. To its right is a large, stylized signature that appears to be 'C/L'. Below this is another signature that looks like 'Alto'. Further down are two smaller signatures, one that looks like 'CL' and another that is more cursive and illegible.