CITY OF TEHACHAPI CALIFORNIA

**Wells Education Center**
**300 South Robinson Street**

# 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 16, 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.

2. Mayor to present Certificate of Recognition to Chad Barker

## CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 65-15
Tehachapi City Council Unassigned Ord. No. 15-12-731
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 November 2, 2015 – **APPROVE AND FILE**

## FINANCE DIRECTOR REPORTS

*5. Disbursements, bills, and claims for October 28, 2015 through November 10, 2015 **– AUTHORIZE PAYMENTS**

*6. City of Tehachapi Treasurer's Report through October, 2015 – **RECEIVE REPORT**

## DEVELOPMENT SERVICES DIRECTOR REPORTS

7. Visitor's Center Project (at Freedom Plaza) bid results – **REJECT ALL BIDS**

8. Proposed resolution for Annexation No. 85 (LAFCO Proceeding No. 1686) Property Tax Exchange Memoranda of Understanding – **ADOPT A RESOLUTION APPROVING THE EXCHANGE OF PROPERTY TAX REVENUES UPON LOCAL AGENCY JURISDICTIONAL CHANGE: CITY OF TEHACHAPI ANNEXATION NO. 85 (LAFCO PROCEEDING NO. 1686)**

9. Waste Water Treatment Plant Recycled Water Pump Station Project **– AUTHORIZE THE MAYOR TO SIGN THE SETTLEMENT AND MUTUAL RELEASE AGREEMENT WITH NATIONWIDE MUTUAL INSURANCE COMPANY. AWARD THE WASTE WATER TREATMENT PLANT RECYCLED WATER PUMP STATION PROJECT TO BROWN & FOWLER CONSTRUCTION INCORPORATED IN THE AMOUNT OF $377,135.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR $18,856.75)**

## POLICE CHIEF REPORTS

10. Financing Agreement for three budgeted police vehicles – **APPROVE THE FINANCING AGREEMENT WITH FORD CREDIT AND AUTHORIZE THE MAYOR TO SIGN THE MASTER LEASE PURCHASE AGREEMENT AND THE AMENDMENT AND SCHEDULE SUBJECT TO APPROVAL BY THE CITY ATTORNEY; AND ADOPT A RESOLUTION GIVING THE CHIEF OF POLICE AUTHORITY TO SIGN THE DELIVERY AND ACCEPTANCE CERTIFICATE ON BEHALF OF THE CITY AND THE FINANCE DIRECTOR AUTHORITY TO SIGN THE INSURANCE FACT SHEET AND IRS FORM 8038-GC ON BEHALF OF THE CITY SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

## CITY MANAGER REPORTS

*11. Non-commercial hangar ground lease agreement – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND BOB WEST FOR HANGAR 50W AND AUTHORIZE THE MAYOR TO SIGN**

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 November 2, 2015.

2. Conference with legal counsel regarding Crowder v. City of Tehachapi et al. per Government Code Section 54956.9(d)(1).

## ADJOURNMENT

AGENDA

TEHACHAPI
CALIFORNIA

Wells
Education Center
300 South Robinson Street

# 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, November 2, 2015 – 6:00 P.M.**

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

| | ACTION TAKEN |
|---|---|
| **CALL TO ORDER** | |
| Meeting called to order by Mayor Wiggins at 6:00 p.m. | |
| **ROLL CALL** | |
| Roll call by City Clerk Tori Marsh | |
| Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, and Smith | |
| Absent: Council Member Wahlstrom | |
| **INVOCATION** | |
| By Kevin Caudle Pastor Christian Life Assembly | |
| **PLEDGE TO THE FLAG** | |
| Led by Council Member Ed Grimes | |
| **CONSENT AGENDA** | |
| Approved consent agenda | **Approved Consent Agenda Sm/Ni Motion Carried Wa Absent** |
| **AUDIENCE ORAL COMMUNICATIONS** | |
| 1. General public comments regarding matters not listed as an agenda item were received from:<br>a. No Comments Received. | |
| 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** | |

| | ACTION TAKEN |
|---|---|
| **CITY CLERK REPORTS** | |
| *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.** | All Ord. 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 - **APPROVED AND FILED.** | Approved & Filed<br>Sm/Ni Motion Carried<br>Wa Absent |
| *5. Destruction of Records – **ADOPTED RESOLUTION 64-15 AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY THE CITY CLERK AND CITY ATTORNEY** | Adopted Resolution 64-15 Authorizing The Destruction Of Certain City Records Subject To Approval By The City Clerk And City Attorney<br>Sm/Ni Motion Carried<br>Wa Absent |
| *6. 15th Annual Tehachapi Christmas Parade Special Event Application for December 5, 2015 in downtown – **APPROVED THE GREATER TEHACHAPI CHAMBER OF COMMERCE 15TH ANNUAL TEHACHAPI CHRISTMAS PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES** | Approved The Greater Tehachapi Chamber Of Commerce 15th Annual Tehachapi Christmas Parade Special Event Application And Associated Street Closures<br>Sm/Ni Motion Carried<br>Wa Absent |
| **FINANCE DIRECTOR REPORTS** | |
| *7. Disbursements, bills and claims for October 19, 2015 through October 28, 2015 – **AUTHORIZED PAYMENTS** | Authorized Payments<br>Sm/Ni Motion Carried<br>Wa Absent |
| **PUBLIC WORKS DIRECTOR REPORTS** | |
| 8. Cost Sharing Agreement for preparation of the 2015 update to the Regional Urban Water Management Plan – **PUBLIC WORKS DIRECTOR JON CURRY GAVE STAFF REPORT; APPROVED THE COST SHARING AGREEMENT WITH TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT AND AUTHORIZED THE MAYOR TO SIGN** | Approved The Cost Sharing Agreement With Tehachapi-Cummings County Water District And Authorized The Mayor To Sign<br>Gr/Ni Motion Carried<br>Wa Absent |
| **DEVELOPMENT SERVICES DIRECTOR REPORTS** | |
| 9. Ordinance amending the Zoning Code to reflect minor edits as identified by staff during normal day-to-day operations – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; SECOND READING AND ADOPTION OF ORDINANCE 15-11-730 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** | Second Reading And Adoption Of Ordinance 15-11-730 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<br>Ni/Sm Motion Carried<br>Wa Absent |
| *10. Notice of Acceptance for Irrevocable Offer of Dedication for ingress, egress, and road purposes on Tehachapi Boulevard – **ACCEPTED THE IRREVOCABLE OFFER OF DEDICATION AS PROPOSED, AUTHORIZED THE MAYOR TO SIGN A CERTIFICATE OF ACCEPTANCE AND DIRECT STAFF TO RECORD SAME SUBJECT TO THE ISSUANCE OF TITLE INSURANCE** | Accepted The Irrevocable Offer Of Dedication As Proposed, Authorized The Mayor To Sign A Certificate Of Acceptance And Direct Staff To Record Same Subject To The Issuance Of Title Insurance |

**ACTION TAKEN**

| | |
|---|---|
| | Sm/Ni Motion Carried<br>Wa Absent |
| **ASSISTANT CITY MANAGER REPORTS** | |
| 11. Federation of Public Employees Memorandum of Understanding Amendment No. 1 – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; APPROVED 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** | Approved 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<br>Gr/Sm Motion Carried<br>Wa Absent |
| **CITY MANAGER REPORTS** | |
| 12. Report to Council regarding current activities and programs – **VERBAL REPORT.** | |
| **COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS** | |
| 1. Council Member Grimes mentioned that the Veteran's Collaborative Services will be having their dinner on November 21st. | |
| 2. Mayor Wiggins commented on the tour of the new hospital. | |
| **CLOSED SESSION** | |
| 1. Approval of closed session minutes of October 19, 2015. | Approved Closed Session Minutes<br>Ni/Sm Motion Carried<br>Ab Wa |
| 2. Conference with legal counsel regarding potential litigation per Government Code Section 54956.9(d)(2),(e)(5). | |
| **ADJOURNMENT** | |
| The City Council/Boards adjourned at 7:15 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, November 16, 2015, at 6:00p.m. | |
| TORI MARSH<br>City Clerk, City of Tehachapi | |

| | ACTION TAKEN |
|---|---|
| Approved this 16 day<br>Of November, 2015.<br><br>_____<br>SUSAN WIGGINS<br>Mayor, City of Tehachapi | |

# Accounts Payable

## To Be Paid Proof List

User: afrescas
Printed: 11/10/2015 - 3:55PM
Batch: 10917.11.2015

CITY OF TEHACHAPI CALIFORNIA

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line # |
|---|---|---|---|---|---|---|---|---|---|
| Alpha Landscape Maintenance 1729 | | | | | | | | | |
| 12482 | 10/28/2015 | 50.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/City Office | | | | | |
| 12482 Total: | | 50.00 | | | | | | | |
| 12482-A | 10/28/2015 | 25.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Market Place | | | | | |
| 12482-A Total: | | 25.00 | | | | | | | |
| 12482-B | 10/28/2015 | 85.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Union Pacific | | | | | |
| 12482-B Total: | | 85.00 | | | | | | | |
| 12482-C | 10/28/2015 | 400.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7137-000 Street Landscape Maintenance | | | | Strts/Mill St. | | | | | |
| 12482-C Total: | | 400.00 | | | | | | | |
| 12482-D | 10/28/2015 | 270.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7137-000 Street Landscape Maintenance | | | | Strts/Capital Hills | | | | | |
| 12482-D Total: | | 270.00 | | | | | | | |
| 12482-E | 10/28/2015 | 227.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7137-000 Street Landscape Maintenance | | | | Strts/South Curry | | | | | |
| 12482-E Total: | | 227.00 | | | | | | | |
| 12482-F | 10/28/2015 | 11.00 | 0.00 | 11/17/2015 | | | | False | 0 |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 121-121-7137-000 Street Landscape Maintenance | | | | Strts/Street Trees | | | | | |
| 12482-F Total: | | 11.00 | | | | | | | |
| 12482-G | 10/28/2015 | 720.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7137-000 Street Landscape Maintenance | | | | Strts/Dennison St | | | | | |
| 12482-G Total: | | 720.00 | | | | | | | |
| 12482-H | 10/28/2015 | 553.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-035-6730-000 Contract Services | | | | Land/Pioneer Park | | | | | |
| 12482-H Total: | | 553.00 | | | | | | | |
| 12482-I | 10/28/2015 | 82.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Downtown Planters | | | | | |
| 12482-I Total: | | 82.00 | | | | | | | |
| 12482-J | 10/28/2015 | 505.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-035-6730-000 Contract Services | | | | Land/Railroad Park | | | | | |
| 12482-J Total: | | 505.00 | | | | | | | |
| 12482-K | 10/28/2015 | 28.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Parking Lot & Wall | | | | | |
| 12482-K Total: | | 28.00 | | | | | | | |
| 12482-L | 10/28/2015 | 105.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Senior Center | | | | | |
| 12482-L Total: | | 105.00 | | | | | | | |
| 12482-M | 10/28/2015 | 128.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-140-6730-000 Contract Services | | | | Depot/Railroad Depot | | | | | |
| 12482-M Total: | | 128.00 | | | | | | | |
| 12482-O | 10/28/2015 | 35.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Tehachapi Bl Phase 4 | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 12482-O Total: | | 35.00 | | | | | | | |
| 12482-P<br>001-010-6730-000 Contract Services | 10/28/2015 | 25.00 | 0.00 | 11/17/2015<br>GG/Robinson St Parking Lot | | | | False | 0 |
| 12482-P Total: | | 25.00 | | | | | | | |
| 12482-Q<br>001-100-6730-000 Contract Services | 10/28/2015 | 35.00 | 0.00 | 11/17/2015<br>GG/Police Department | | | | False | 0 |
| 12482-Q Total: | | 35.00 | | | | | | | |
| 12482-R<br>121-121-7137-000 Street Landscape Maintenance | 10/28/2015 | 10.00 | 0.00 | 11/17/2015<br>Strts/Voyager St Trees | | | | False | 0 |
| 12482-R Total: | | 10.00 | | | | | | | |
| 12482-S<br>001-010-6730-000 Contract Services | 10/28/2015 | 40.00 | 0.00 | 11/17/2015<br>GG/Centennial Plaza | | | | False | 0 |
| 12482-S Total: | | 40.00 | | | | | | | |
| 12482-T<br>601-601-7137-000 Landscape Maintenance | 10/28/2015 | 860.00 | 0.00 | 11/17/2015<br>LLD/Heritage Oaks | | | | False | 0 |
| 12482-T Total: | | 860.00 | | | | | | | |
| 12482-U<br>602-602-7137-000 Landscape Maintenance | 10/28/2015 | 321.00 | 0.00 | 11/17/2015<br>LLD/Clear View Estates | | | | False | 0 |
| 12482-U Total: | | 321.00 | | | | | | | |
| 12482-V<br>603-603-7137-000 Landscape Maintenance | 10/28/2015 | 1,235.00 | 0.00 | 11/17/2015<br>LLD/Autumn Hills | | | | False | 0 |
| 12482-V Total: | | 1,235.00 | | | | | | | |
| 12482-W<br>604-604-7137-000 Landscape Maintenance | 10/28/2015 | 7,790.00 | 0.00 | 11/17/2015<br>LLD/Alta Homes | | | | False | 0 |
| 12482-W Total: | | 7,790.00 | | | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 12482-X<br>606-606-7137-000 Landscape Maintenance | 10/28/2015 | 3,632.00 | 0.00 | 11/17/2015<br>LLD/Orchard Glen | | | | False | |
| 12482-X Total: | | 3,632.00 | | | | | | | |
| 12482-Y<br>608-608-7137-000 Landscape Maintenance | 10/28/2015 | 25.00 | 0.00 | 11/17/2015<br>LLD/Mill St Cottages | | | | False | 0 |
| 12482-Y Total: | | 25.00 | | | | | | | |
| 12482-Z<br>615-615-7137-000 Landscape Maintenance | 10/28/2015 | 95.00 | 0.00 | 11/17/2015<br>LLD/Red Barn | | | | False | 0 |
| 12482-Z Total: | | 95.00 | | | | | | | |
| 12483<br>001-010-6730-000 Contract Services | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>GG/Mar Pl-Un Pac | | | | False | 0 |
| 12483 Total: | | 1.45 | | | | | | | |
| 12483-A<br>121-121-7137-000 Street Landscape Maintenance | 10/28/2015 | 4.36 | 0.00 | 11/17/2015<br>Strts/Mill St Island | | | | False | 0 |
| 12483-A Total: | | 4.36 | | | | | | | |
| 12483-B<br>121-121-7137-000 Street Landscape Maintenance | 10/28/2015 | 2.90 | 0.00 | 11/17/2015<br>Strts/Capital Hills | | | | False | 0 |
| 12483-B Total: | | 2.90 | | | | | | | |
| 12483-C<br>603-603-7137-000 Landscape Maintenance | 10/28/2015 | 4.36 | 0.00 | 11/17/2015<br>LLD/Manzanita Park | | | | False | 0 |
| 12483-C Total: | | 4.36 | | | | | | | |
| 12483-D<br>603-603-7137-000 Landscape Maintenance | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>LLD/KB Tract - Highland | | | | False | 0 |
| 12483-D Total: | | 1.45 | | | | | | | |
| 12483-E<br>604-604-7137-000 Landscape Maintenance | 10/28/2015 | 33.39 | 0.00 | 11/17/2015<br>LLD/Alta Tract-Warrior Park | | | | False | 0 |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 12483-E Total: | | 33.39 | | | | | | | |
| 12483-F<br>604-604-7137-000 Landscape Maintenance | 10/28/2015 | 2.90 | 0.00 | 11/17/2015<br>LLD/Alta Parkway Lawns | | | | False | 0 |
| 12483-F Total: | | 2.90 | | | | | | | |
| 12483-G<br>604-604-7137-000 Landscape Maintenance | 10/28/2015 | 14.52 | 0.00 | 11/17/2015<br>LLD/Alta Planters-Highline and Tract | | | | False | 0 |
| 12483-G Total: | | 14.52 | | | | | | | |
| 12483-H<br>121-121-7137-000 Street Landscape Maintenance | 10/28/2015 | 2.90 | 0.00 | 11/17/2015<br>Strts/South Curry | | | | False | 0 |
| 12483-H Total: | | 2.90 | | | | | | | |
| 12483-I<br>601-601-7137-000 Landscape Maintenance | 10/28/2015 | 14.52 | 0.00 | 11/17/2015<br>LLD/Heritage Oaks | | | | False | 0 |
| 12483-I Total: | | 14.52 | | | | | | | |
| 12483-J<br>606-606-7137-000 Landscape Maintenance | 10/28/2015 | 40.64 | 0.00 | 11/17/2015<br>LLD/KB Dennison | | | | False | 0 |
| 12483-J Total: | | 40.64 | | | | | | | |
| 12483-K<br>121-121-7137-000 Street Landscape Maintenance | 10/28/2015 | 4.36 | 0.00 | 11/17/2015<br>Strts/Dennison St. | | | | False | 0 |
| 12483-K Total: | | 4.36 | | | | | | | |
| 12483-L<br>602-602-7137-000 Landscape Maintenance | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>LLD/Clear View | | | | False | 0 |
| 12483-L Total: | | 1.45 | | | | | | | |
| 12483-M<br>001-035-6730-000 Contract Services | 10/28/2015 | 4.36 | 0.00 | 11/17/2015<br>Land/Pioneer Park | | | | False | 0 |
| 12483-M Total: | | 4.36 | | | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 12483-N<br>001-010-6730-000 Contract Services | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>GG/Old Town Planter | | | | False | |
| 12483-N Total: | | 1.45 | | | | | | | |
| 12483-O<br>608-608-7137-000 Landscape Maintenance | 10/28/2015 | 0.73 | 0.00 | 11/17/2015<br>LLD/Mill Street Cottages | | | | False | 0 |
| 12483-O Total: | | 0.73 | | | | | | | |
| 12483-P<br>001-100-6730-000 Contract Services | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>PD/Tehachapi Police Dept | | | | False | 0 |
| 12483-P Total: | | 1.45 | | | | | | | |
| 12483-Q<br>001-035-6730-000 Contract Services | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>Land/Robinson Park | | | | False | 0 |
| 12483-Q Total: | | 1.45 | | | | | | | |
| 12483-R<br>001-010-6730-000 Contract Services | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>GG/Taco Samich | | | | False | 0 |
| 12483-R Total: | | 1.45 | | | | | | | |
| 12483-S<br>001-010-6730-000 Contract Services | 10/28/2015 | 1.45 | 0.00 | 11/17/2015<br>GG/Senior Center | | | | False | 0 |
| 12483-S Total: | | 1.45 | | | | | | | |
| 12483-T<br>001-140-6730-000 Contract Services | 10/28/2015 | 2.90 | 0.00 | 11/17/2015<br>Depot/Railroad Depot | | | | False | 0 |
| 12483-T Total: | | 2.90 | | | | | | | |
| 12483-U<br>001-010-6730-000 Contract Services | 10/28/2015 | 0.73 | 0.00 | 11/17/2015<br>GG/Robinson Parking Lot | | | | False | 0 |
| 12483-U Total: | | 0.73 | | | | | | | |
| 1729 Total: | | 17,437.17 | | | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| | Alpha Landscape Maintena | 17,437.17 | | | | | | | |
| American Business Machines | | | | | | | | | |
| 0017 | | | | | | | | | |
| 252543 | 10/16/2015 | 8.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Black Toner/Yellow Toner | | | | | |
| | 252543 Total: | 8.00 | | | | | | | |
| 252902 | 10/20/2015 | 1,895.20 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-100-6730-000 Contract Services | | | | PD/Annual Contract Oct 5 2015-Oct 4 2016 | | | | | |
| | 252902 Total: | 1,895.20 | | | | | | | |
| | 0017 Total: | 1,903.20 | | | | | | | |
| | American Business Machin | 1,903.20 | | | | | | | |
| American Leak Detection | | | | | | | | | |
| 3588 | | | | | | | | | |
| 6793 | 10/26/2015 | 461.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-7130-000 Repairs & Maint - Water Lines | | | | Wtr/Elec Leak Detection Performed Between 1237 & 1235 | | | | | |
| | 6793 Total: | 461.00 | | | | | | | |
| | 3588 Total: | 461.00 | | | | | | | |
| | American Leak Detection T | 461.00 | | | | | | | |
| Applegate Garden Florist | | | | | | | | | |
| 1695 | | | | | | | | | |
| 39788/1 | 10/27/2015 | 51.55 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6310-000 Community Relations | | | | GG/Encore Music Services | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 39788/1 Total: | | 51.55 | | | | | | | |
| 39788/2 | 10/27/2015 | 40.80 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6310-000 Community Relations | | | | GG/BTB Auto Repair | | | | | |
| 39788/2 Total: | | 40.80 | | | | | | | |
| 1695 Total: | | 92.35 | | | | | | | |
| Applegate Garden Florist T | | 92.35 | | | | | | | |
| AT&T | | | | | | | | | |
| 1851 | | | | | | | | | |
| 1112015 | 11/1/2015 | 18.80 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-7320-000 Telephone & Internet | | | | GG/White Pages/Acct 248-134-3110-669-7 | | | | | |
| 1112015 Total: | | 18.80 | | | | | | | |
| 1851 Total: | | 18.80 | | | | | | | |
| AT&T Total: | | 18.80 | | | | | | | |
| Banks Pest Control Inc. | | | | | | | | | |
| 1724 | | | | | | | | | |
| 463823 | 10/6/2015 | 95.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-100-6730-000 Contract Services | | | | PD/Bi-Month Svc/220 C Street | | | | | |
| 463823 Total: | | 95.00 | | | | | | | |
| 467031 | 10/30/2015 | 72.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-7101-000 Rep/maint - City Hall | | | | GG/Bi-Monthly Svc/115 S Robinson | | | | | |
| 467031 Total: | | 72.00 | | | | | | | |
| 1724 Total: | | 167.00 | | | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| Banks Pest Control Inc. To | | 167.00 | | | | | | | |
| BC Laboratories Inc. | | | | | | | | | |
| 0035 | | | | | | | | | |
| B216673 | 10/14/2015 | 50.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-401-6780-000 Laboratory Fees | | | | Wtr/Bacteriological/Dennison Well/Wahlstom Well | | | | | |
| B216673 Total: | | 50.00 | | | | | | | |
| B216673-0 | 10/14/2015 | 36.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-6780-000 Laboratory Fees | | | | Wtr/Bacteriological/221 S Hayes/1317 Fair Oaks/1305 Alde | | | | | |
| B216673-0 Total: | | 36.00 | | | | | | | |
| B216785 | 10/22/2015 | 30.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-401-6780-000 Laboratory Fees | | | | Wtr/Dennison & Mojave Wells | | | | | |
| B216785 Total: | | 30.00 | | | | | | | |
| B216812 | 10/22/2015 | 15.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-6780-000 Laboratory Fees | | | | Wtr/Water Samples/Curry Resv | | | | | |
| B216812 Total: | | 15.00 | | | | | | | |
| B216855 | 10/22/2015 | 325.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-6780-000 Laboratory Fees | | | | Swr/Water Samples/Influent-Effluent | | | | | |
| B216855 Total: | | 325.00 | | | | | | | |
| 0035 Total: | | 456.00 | | | | | | | |
| BC Laboratories Inc. Total | | 456.00 | | | | | | | |
| Benz Construction Services | | | | | | | | | |
| 1505 | | | | | | | | | |
| 2621727 | 10/31/2015 | 202.57 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-6730-000 Contract Services | | | | SWR/#58021002/800 Enterprise/Roll Off Rental | | | | | |

AGENDA

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 2621727 Total: | | 202.57 | | | | | | | |
| 1505 Total: | | 202.57 | | | | | | | |
| Benz Construction Service | | 202.57 | | | | | | | |
| BSE Rents | | | | | | | | | |
| 0543 | | | | | | | | | |
| 70445 | 10/16/2015 | 721.11 | 0.00 | 11/17/2015 | 12011-5201 | E | | False | 0 |
| 328-328-8160-000 Construction | | | | Event Ctr & Rodeo Grounds/5KW HD Portable Generator | | | | | |
| 70445 Total: | | 721.11 | | | | | | | |
| 0543 Total: | | 721.11 | | | | | | | |
| BSE Rents Total: | | 721.11 | | | | | | | |
| BSK Associates | | | | | | | | | |
| 0061 | | | | | | | | | |
| 0074837 | 9/30/2015 | 825.00 | 0.00 | 11/17/2015 | 12010-3201 | C | | False | 0 |
| 121-121-8160-000 Tchachapi Blvd Rehab | | | | Eng/Curry & Valley Gutter Removal | | | | | |
| 0074837 Total: | | 825.00 | | | | | | | |
| 0074848 | 9/30/2015 | 66.00 | 0.00 | 11/17/2015 | 14008-3201 | C | | False | 0 |
| 001-000-4205-000 Encroachment Permit Fee | | | | Eng/Encroachment Permits #15-40 | | | | | |
| 0074848 Total: | | 66.00 | | | | | | | |
| 0074851 | 9/30/2015 | 3,322.00 | 0.00 | 11/17/2015 | 06010-3201 | C | | False | 0 |
| 226-003-8150-001 Teha Bl Impr-Phase III (2006) | | | | Eng/Tehachapi Bl Improvements Phase III | | | | | |
| 0074851 Total: | | 3,322.00 | | | | | | | |
| 0061 Total: | | 4,213.00 | | | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| | BSK Associates Total: | 4,213.00 | | | | | | | |
| Cal Prime Inc | | | | | | | | | |
| 3925 | | | | | | | | | |
| R06010-3 | 11/9/2015 | 114,839.09 | 0.00 | 11/17/2015 | 06010-3101 | C | | False | 0 |
| 226-003-8150-001 Teha Bl Impr-Phase III (2006) | | | | Tehachapi Bl Improvement Phase III/Oct 1-Oct 31 2015 | | | | | |
| | R06010-3 Total: | 114,839.09 | | | | | | | |
| | 3925 Total: | 114,839.09 | | | | | | | |
| | Cal Prime Inc Total: | 114,839.09 | | | | | | | |
| Consolidated Electrical Dist. | | | | | | | | | |
| 2776 | | | | | | | | | |
| 351-502707 | 10/20/2015 | 1,186.80 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7520-000 St/Landscape ElectricUtilities | | | | Strts/Street Lights/150W 120V | | | | | |
| | 351-502707 Total: | 1,186.80 | | | | | | | |
| 351-505301 | 10/23/2015 | 520.22 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7520-000 St/Landscape ElectricUtilities | | | | Strts/Multiple Wire Term | | | | | |
| | 351-505301 Total: | 520.22 | | | | | | | |
| | 2776 Total: | 1,707.02 | | | | | | | |
| | Consolidated Electrical Dis | 1,707.02 | | | | | | | |
| Davenport Sweeping Services Inc., Jack | | | | | | | | | |
| 1032 | | | | | | | | | |
| 111618 | 10/28/2015 | 5,981.55 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-6732-000 Contract Serv-Street Sweep | | | | Strts/Broom Sweeping Service/Oct 1-Oct 21 2015 | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| | 111618 Total: | 5,981.55 | | | | | | | |
| | 1032 Total: | 5,981.55 | | | | | | | |
| | Davenport Sweeping Servi | 5,981.55 | | | | | | | |
| Fastenal Company | | | | | | | | | |
| 2752 | | | | | | | | | |
| Cateh8989 | 10/21/2015 | 43.54 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-7120-000 Equipment Maint | | | | Swr/MDT190PTP-Accu Form | | | | | |
| | Catch8989 Total: | 43.54 | | | | | | | |
| | 2752 Total: | 43.54 | | | | | | | |
| | Fastenal Company Total: | 43.54 | | | | | | | |
| Fuel Controls Inc. | | | | | | | | | |
| 2113 | | | | | | | | | |
| 85562 | 10/28/2015 | 19,912.81 | 0.00 | 11/17/2015 | | | | False | 0 |
| 447-447-6610-000 Fuel Concession | | | | Air/Fuel | | | | | |
| | 85562 Total: | 19,912.81 | | | | | | | |
| | 2113 Total: | 19,912.81 | | | | | | | |
| | Fuel Controls Inc. Total: | 19,912.81 | | | | | | | |
| Gas Company, The | | | | | | | | | |
| 0395 | | | | | | | | | |
| 1142015 | 11/4/2015 | 44.01 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-080-7300-000 Utilities | | | | Eng/#00881702005/117 S Robinson St./Oct 5-Nov 2 2015 | | | | | |



AGENDA

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 1142015 Total: | | 44.01 | | | | | | | |
| 1142015-0 | 11/4/2015 | 2.82 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-7300-000 Utilities | | | | GG/#06551704007/115 S Robinson St./Oct 5-Nov 2 2015 | | | | | |
| 1142015-0 Total: | | 2.82 | | | | | | | |
| 0395 Total: | | 46.83 | | | | | | | |
| Gas Company, The Total: | | 46.83 | | | | | | | |
| Hach Company | | | | | | | | | |
| 0193 | | | | | | | | | |
| 9634091 | 10/21/2015 | 742.58 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-6080-000 Laboratory Supplies | | | | Swr/Conductivity Probe Std Cable/pH Gel Probe Std Cable | | | | | |
| 9634091 Total: | | 742.58 | | | | | | | |
| 9639205 | 10/25/2015 | 2,599.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-401-6730-000 Contract Services | | | | Wtr/Fld Svc-Chlorine/2 Visits/Fld Svc -Nitratax Sensor/ Re | | | | | |
| 9639205 Total: | | 2,599.00 | | | | | | | |
| 0193 Total: | | 3,341.58 | | | | | | | |
| Hach Company Total: | | 3,341.58 | | | | | | | |
| HD Supply Waterworks LTD | | | | | | | | | |
| 1801 | | | | | | | | | |
| E371737 | 10/23/2015 | 1,737.20 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-7140-000 Maintenance-meters | | | | Wtr/Top Load Register/TL Exchange Agree | | | | | |
| E371737 Total: | | 1,737.20 | | | | | | | |
| E495069 | 10/29/2015 | 2,171.50 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-8005-000 Meter Purchases | | | | Wtr/Meter Usg/Top Load Exchange Agree | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| E495069 Total: | | 2,171.50 | | | | | | | |
| E652008 | 10/27/2015 | 88.15 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-7100-000 Repairs & Maint | | | | Wtr/Hyd Ext Stem | | | | | |
| E652008 Total: | | 88.15 | | | | | | | |
| 1801 Total: | | 3,996.85 | | | | | | | |
| HD Supply Waterworks LT | | 3,996.85 | | | | | | | |
| Hub International Services Inc. | | | | | | | | | |
| 3083 | | | | | | | | | |
| 1192015 | 11/9/2015 | 803.04 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-000-2124-000 Special Event InsuranceDeposi | | | | Special Event Insurance for Month of October | | | | | |
| 1192015 Total: | | 803.04 | | | | | | | |
| 3083 Total: | | 803.04 | | | | | | | |
| Hub International Services | | 803.04 | | | | | | | |
| IIMC | | | | | | | | | |
| 1718 | | | | | | | | | |
| 3072 | 9/15/2015 | 155.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-050-6300-000 Dues & Publications | | | | CD/Annual Membership Fee/R Davis | | | | | |
| 3072 Total: | | 155.00 | | | | | | | |
| 1718 Total: | | 155.00 | | | | | | | |
| IIMC Total: | | 155.00 | | | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 3256 | | | | | | | | | |
| 16-000136 | 10/29/2015 | 74,329.00 | 0.00 | 11/17/2015 | | | | Falsc | |
| 001-000-2115-000 Accrued Payables | | | | Fire Protection Services FY12-13/Agreement #786-2015 | | | | | |
| 16-000136 Total: | | 74,329.00 | | | | | | | |
| 16-000137 | 10/29/2015 | 78,418.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-000-2115-000 Accrued Payables | | | | Fire Protection Services FY13-14/Agreement #786-2015 | | | | | |
| 16-000137 Total: | | 78,418.00 | | | | | | | |
| 16-000138 | 10/29/2015 | 82,731.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-000-2115-000 Accrued Payables | | | | Fire Protection Services FY14-15/Agreement #786-2015 | | | | | |
| 16-000138 Total: | | 82,731.00 | | | | | | | |
| 16-000139 | 10/29/2015 | 21,820.25 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-000-2115-000 Accrued Payables | | | | Fire Protection Services FY15-16/Agreement #786-2015 | | | | | |
| 16-000139 Total: | | 21,820.25 | | | | | | | |
| 3256 Total: | | 257,298.25 | | | | | | | |
| Kern County Fire Departm | | 257,298.25 | | | | | | | |
| Lebeau Thelen LLP | | | | | | | | | |
| 0263 | | | | | | | | | |
| 1 | 10/31/2015 | 147.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-100-6740-000 Legal Services | | | | PD/Tehachapi Police Foundation | | | | | |
| 1 Total: | | 147.00 | | | | | | | |
| 0263 Total: | | 147.00 | | | | | | | |
| Lebeau Thelen LLP Total: | | 147.00 | | | | | | | |
| Mercury Graphics | | | | | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 1055 | | | | | | | | | |
| 4712 | 10/27/2015 | 69.88 | 0.00 | 11/17/2015 | | | | False | |
| 001-000-4352-000 Adopt A Landscape Program | | | | GG/Adopt a Landscape 14 1/2 x12 No Post Novinger Famil | | | | | |
| 4712 Total: | | 69.88 | | | | | | | |
| 4715 | 10/27/2015 | 150.50 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6710-000 Printing | | | | GG/500 Door Hangers/Teh Wtr Dept | | | | | |
| 4715 Total: | | 150.50 | | | | | | | |
| 1055 Total: | | 220.38 | | | | | | | |
| Mercury Graphics Total: | | 220.38 | | | | | | | |
| Mission Linen & Uniform Service | | | | | | | | | |
| 0300 | | | | | | | | | |
| 501230311 | 11/3/2015 | 44.46 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-6730-000 Contract Services | | | | Swr/Lg Dust Mop/Mats | | | | | |
| 501230311 Total: | | 44.46 | | | | | | | |
| 0300 Total: | | 44.46 | | | | | | | |
| Mission Linen & Uniform | | 44.46 | | | | | | | |
| Mojave Sanitation | | | | | | | | | |
| 0304 | | | | | | | | | |
| 2620941 | 10/31/2015 | 132.36 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-6730-000 Contract Services | | | | Swr/#965528800/800 Enterprise Way/Gate Fee/Rcycl Fee | | | | | |
| 2620941 Total: | | 132.36 | | | | | | | |
| 2621369 | 10/31/2015 | 170.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-6730-000 Contract Services | | | | Swr/#975428801/800 Enterprise Way/Storage Container | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| | 2621369 Total: | 170.00 | | | | | | | |
| 2621643 | 10/31/2015 | 202.57 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7290-000 Refuse Disposal Fee | | | | Strts/#975570700/Valley Bl-Roll Off Rental | | | | | |
| | 2621643 Total: | 202.57 | | | | | | | |
| | 0304 Total: | 504.93 | | | | | | | |
| | Mojave Sanitation Total: | 504.93 | | | | | | | |
| Mountain Gardens Nursery | | | | | | | | | |
| 0620 | | | | | | | | | |
| 68914 | 10/29/2015 | 9.57 | 0.00 | 11/17/2015 | | | | False | 0 |
| 603-603-7137-000 Landscape Maintenance | | | | LLD/Manzanita Park/Tree Tie | | | | | |
| | 68914 Total: | 9.57 | | | | | | | |
| | 0620 Total: | 9.57 | | | | | | | |
| | Mountain Gardens Nursery | 9.57 | | | | | | | |
| O'Reilly Automotive Inc | | | | | | | | | |
| 3848 | | | | | | | | | |
| 4447-137099 | 10/7/2015 | 183.31 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-7120-000 Equipment Maint | | | | PW/06 & 12 Chevy Silverado 1500/Wiper Blades | | | | | |
| | 4447-137099 Total: | 183.31 | | | | | | | |
| 4447-137688 | 10/12/2015 | 6.89 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-7110-000 Vehicle Maint | | | | PW/05 Chevy Silverado1500/Capsule | | | | | |
| | 4447-137688 Total: | 6.89 | | | | | | | |
| | 3848 Total: | 190.20 | | | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| | O'Reilly Automotive Inc To | 190.20 | | | | | | | |
| Praxair Distribution Inc., 211 | | | | | | | | | |
| 0015 | | | | | | | | | |
| 54032003 | 10/20/2015 | 151.65 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-7120-000 Equipment Maint | | | | PW/Industrial Acetylene/Ind High Press/Safety & Environm | | | | | |
| | 54032003 Total: | 151.65 | | | | | | | |
| | 0015 Total: | 151.65 | | | | | | | |
| | Praxair Distribution Inc., 2 | 151.65 | | | | | | | |
| Provost & Pritchard | | | | | | | | | |
| 3568 | | | | | | | | | |
| 55490 | 9/30/2015 | 371.80 | 0.00 | 11/17/2015 | 13016-9301 | Misc | | False | 0 |
| 442-403-8220-000 Improvement Misc | | | | Wtr/Snyder Well Intertie/Phase 3B Monitoring Plan | | | | | |
| | 55490 Total: | 371.80 | | | | | | | |
| | 3568 Total: | 371.80 | | | | | | | |
| | Provost & Pritchard Total: | 371.80 | | | | | | | |
| Quad Knopf Inc. | | | | | | | | | |
| 1005 | | | | | | | | | |
| 82574 | 11/2/2015 | 13,363.34 | 0.00 | 11/17/2015 | 15004-2101 | Misc | | False | 0 |
| 333-333-8160-000 Construction | | | | Valley Blvd Bikeway Facilities Project Phase II | | | | | |
| | 82574 Total: | 13,363.34 | | | | | | | |
| | 1005 Total: | 13,363.34 | | | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| Quad Knopf Inc. Total: | | 13,363.34 | | | | | | | |
| Richards Watson & Gershon | | | | | | | | | |
| 2994 | | | | | | | | | |
| 203950 | 10/23/2015 | 3,725.30 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6765-000 Successor Agency Expense | | | | GG/12671-0007 Special Counsel Svcs/Professional Svc thru | | | | | |
| 203950 Total: | | 3,725.30 | | | | | | | |
| 2994 Total: | | 3,725.30 | | | | | | | |
| Richards Watson & Gersho | | 3,725.30 | | | | | | | |
| RSI Petroleum Products | | | | | | | | | |
| 0362 | | | | | | | | | |
| 0287698 | 10/19/2015 | 508.30 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-7400-000 Gas & Oil | | | | PW/Regular Unleaded Gas/Carb ULSD Diesel Fuel | | | | | |
| 0287698 Total: | | 508.30 | | | | | | | |
| 0287901 | 10/27/2015 | 654.99 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-7400-000 Gas & Oil | | | | PW/Reg Unleaded Gas/Diesel Fuel | | | | | |
| 0287901 Total: | | 654.99 | | | | | | | |
| 0362 Total: | | 1,163.29 | | | | | | | |
| RSI Petroleum Products To | | 1,163.29 | | | | | | | |
| Schroeter Attorney @ Law, Thomas F. | | | | | | | | | |
| 0373 | | | | | | | | | |
| 1122015 | 11/2/2015 | -399.36 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-000-2320-000 Pers Employee | | | | Pers MI 6% of $6656.00 | | | | | |

AGENDA

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 1122015 Total: | | -399.36 | | | | | | | |
| 1122015-0 | 11/2/2015 | 325.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 447-447-6741-000 Legal Services-extra Ordinary | | | | Airport/Legal Services | | | | | |
| 1122015-0 Total: | | 325.00 | | | | | | | |
| 1122015-1 | 11/2/2015 | 682.50 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-6741-000 Legal Services-extra Ordinary | | | | Water/Legal Services | | | | | |
| 1122015-1 Total: | | 682.50 | | | | | | | |
| 1122015-2 | 11/2/2015 | 5,648.50 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6740-000 Legal Services | | | | GG/Legal Services | | | | | |
| 1122015-2 Total: | | 5,648.50 | | | | | | | |
| 0373 Total: | | 6,256.64 | | | | | | | |
| Schroeter Attorney @ Law | | 6,256.64 | | | | | | | |
| Secure On-Site Shredding | | | | | | | | | |
| 3674 | | | | | | | | | |
| 2621423 | 10/31/2015 | 35.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6730-000 Contract Services | | | | GG/Shredding/115 S Robinson | | | | | |
| 2621423 Total: | | 35.00 | | | | | | | |
| 3674 Total: | | 35.00 | | | | | | | |
| Secure On-Site Shredding | | 35.00 | | | | | | | |
| Sim Sanitation Inc | | | | | | | | | |
| 2902 | | | | | | | | | |
| 32861 | 10/27/2015 | 82.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 447-447-6730-000 Contract Services | | | | Air/Mo Std Unit Rental/Mo Handicap Rental | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 32861 Total: | | 82.00 | | | | | | | |
| 2902 Total: | | 82.00 | | | | | | | |
| Sim Sanitation Inc Total: | | 82.00 | | | | | | | |
| Smith, Sebastian | | | | | | | | | |
| 3800 | | | | | | | | | |
| 1172015 | 11/7/2015 | 400.00 | 0.00 | 11/17/2015 | 15012-7101 | Misc | | False | 0 |
| 001-000-2190-004 Gran Fondo Event | | | | GF/2015 Gran Fondo Vidoe Recap | | | | | |
| 1172015 Total: | | 400.00 | | | | | | | |
| 3800 Total: | | 400.00 | | | | | | | |
| Smith, Sebastian Total: | | 400.00 | | | | | | | |
| South Street Digital, Inc | | | | | | | | | |
| 3903 | | | | | | | | | |
| 10225 | 10/19/2015 | 63.16 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-050-6736-000 Annexation Expense | | | | CD/Broom/Loop Annexation #85 | | | | | |
| 10225 Total: | | 63.16 | | | | | | | |
| 3903 Total: | | 63.16 | | | | | | | |
| South Street Digital, Inc To | | 63.16 | | | | | | | |
| Southern California Edison | | | | | | | | | |
| 0372 | | | | | | | | | |
| 1132015 | 11/3/2015 | 14.11 | 0.00 | 11/17/2015 | | | | False | 0 |
| 121-121-7520-000 St/Landscape ElectricUtilities | | | | Strts/303 East Ave D/Oct 1-Nov 1 2015 | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 1132015 Total: | | 14.11 | | | | | | | |
| 1132015-0<br>121-121-7520-000 St/Landscape ElectricUtilities | 11/3/2015 | 24.21 | 0.00 | 11/17/2015<br>Strts/326 East D St./Oct 1-Nov 1 2015 | | | | False | 0 |
| 1132015-0 Total: | | 24.21 | | | | | | | |
| 1132015-1<br>615-615-7520-000 Street Lights | 11/3/2015 | 77.76 | 0.00 | 11/17/2015<br>Strts/Tehachapi Bl-Bailey Ave/Oct 1-Nov 1 2015 | | | | False | 0 |
| 1132015-1 Total: | | 77.76 | | | | | | | |
| 1142015<br>121-121-7520-000 St/Landscape ElectricUtilities | 11/4/2015 | 30.55 | 0.00 | 11/17/2015<br>Strts/Highway 202/Oct 1-Nov 1 2015 | | | | False | 0 |
| 1142015 Total: | | 30.55 | | | | | | | |
| 1142015-0<br>121-121-7520-000 St/Landscape ElectricUtilities | 11/4/2015 | 75.96 | 0.00 | 11/17/2015<br>Strts/Highway 202/Oct 2-Nov 3 2015 | | | | False | 0 |
| 1142015-0 Total: | | 75.96 | | | | | | | |
| 1152015<br>604-604-7510-000 Landscape Electricity | 11/5/2015 | 36.97 | 0.00 | 11/17/2015<br>LLD/1002 Applewood St/Oct 5-Nov 4 2015 | | | | False | 0 |
| 1152015 Total: | | 36.97 | | | | | | | |
| 1152015-0<br>604-604-7510-000 Landscape Electricity | 11/5/2015 | 36.30 | 0.00 | 11/17/2015<br>LLD/1347 Clasico Dr/Oct 5-Nov 4 2015 | | | | False | 0 |
| 1152015-0 Total: | | 36.30 | | | | | | | |
| 1152015-1<br>604-604-7510-000 Landscape Electricity | 11/5/2015 | 26.26 | 0.00 | 11/17/2015<br>LLD/1115 Alder Ave/Oct 5-Nov 4 2015 | | | | False | 0 |
| 1152015-1 Total: | | 26.26 | | | | | | | |
| 1152015-2<br>604-604-7510-000 Landscape Electricity | 11/5/2015 | 26.26 | 0.00 | 11/17/2015<br>LLD/1415 Alder/Oct 5-Nov 4 2015 | | | | False | 0 |
| 1152015-2<br>442-401-7300-000 Utilities | 11/5/2015 | 2,369.40 | 0.00 | 11/17/2015<br>Wtr/Pinon/Oct 5-Nov 4 2015 | | | | False | 0 |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| | 1152015-2 Total: | 2,395.66 | | | | | | | |
| 1152015-3<br>442-401-7300-000 Utilities | 11/5/2015 | 1,919.80 | 0.00 | 11/17/2015<br>Wtr/1299 S Curry St/Oct 5-Nov 4 2015 | | | | False | 0 |
| | 1152015-3 Total: | 1,919.80 | | | | | | | |
| | 0372 Total: | 4,637.58 | | | | | | | |
| | Southern California Edison | 4,637.58 | | | | | | | |
| Statewide Traffic Safety & Signs Inc.<br>3281 | | | | | | | | | |
| 12001908<br>121-121-7100-000 Street Signs & Markings | 10/21/2015 | 69.88 | 0.00 | 11/17/2015<br>Strts/Custom Sign/24x30 R4-7 | | | | False | 0 |
| | 12001908 Total: | 69.88 | | | | | | | |
| | 3281 Total: | 69.88 | | | | | | | |
| | Statewide Traffic Safety & | 69.88 | | | | | | | |
| SymbolArts<br>2827 | | | | | | | | | |
| 0245063-IN<br>001-100-8250-000 Machinery & Equipment | 10/29/2015 | 1,750.00 | 0.00 | 11/17/2015<br>PD/Badges | | | | False | 0 |
| | 0245063-IN Total: | 1,750.00 | | | | | | | |
| | 2827 Total: | 1,750.00 | | | | | | | |
| | SymbolArts Total: | 1,750.00 | | | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 3060 | | | | | | | | | |
| 11102015 | 11/10/2015 | 858.71 | 0.00 | 11/17/2015 | | | | False | |
| 001-150-7100-000 Repairs & Maint | | | | Bekay Theater/Fire Insp-Extinguishers-Sprinklers-Doors | | | | | |
| | 11102015 Total: | 858.71 | | | | | | | |
| | 3060 Total: | 858.71 | | | | | | | |
| | Tehachapi Community The | 858.71 | | | | | | | |
| Tehachapi News | | | | | | | | | |
| 0431 | | | | | | | | | |
| 2635930 | 10/31/2015 | 56.25 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6700-000 Advertising | | | | GG/Tehachapi Notice13989716 | | | | | |
| | 2635930 Total: | 56.25 | | | | | | | |
| 2635930-1 | 10/31/2015 | 45.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6700-000 Advertising | | | | GG/Tehachapi Notice13989615 | | | | | |
| | 2635930-1 Total: | 45.00 | | | | | | | |
| 2635930-2 | 10/31/2015 | 38.75 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6700-000 Advertising | | | | GG/Tehachapi Notice13989621 | | | | | |
| | 2635930-2 Total: | 38.75 | | | | | | | |
| 2635930-3 | 10/31/2015 | 230.00 | 0.00 | 11/17/2015 | 14004-2301 | Misc | | False | 0 |
| 329-329-8160-000 Construction | | | | Freedom Plaza/Notice13990760 10-14-15 | | | | | |
| | 2635930-3 Total: | 230.00 | | | | | | | |
| 2635930-4 | 10/31/2015 | 230.00 | 0.00 | 11/17/2015 | 14004-2301 | Misc | | False | 0 |
| 329-329-8160-000 Construction | | | | Freedom Plaza/Notice13990760 10-21-15 | | | | | |
| | 2635930-4 Total: | 230.00 | | | | | | | |
| 2635930-5 | 10/31/2015 | 68.75 | 0.00 | 11/17/2015 | 14004-2301 | Misc | | False | 0 |
| 001-050-6700-000 Advertising | | | | Eng/Notice of Public Hearing | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 2635930-5 Total: | | 68.75 | | | | | | | |
| 0431 Total: | | 668.75 | | | | | | | |
| Tehachapi News Total: | | 668.75 | | | | | | | |
| Ten8 Uniforms | | | | | | | | | |
| 3757 | | | | | | | | | |
| 12637 | 9/30/2015 | 184.76 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-100-5170-000 Uniforms | | | | PD/10 Black Beanie-Tehachapi | | | | | |
| 12637 Total: | | 184.76 | | | | | | | |
| 3757 Total: | | 184.76 | | | | | | | |
| Ten8 Uniforms Total: | | 184.76 | | | | | | | |
| Tractor Supply Credit Plan | | | | | | | | | |
| 3730 | | | | | | | | | |
| 005683 | 10/5/2015 | 7.16 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-7106-000 Safety Supplies | | | | PW/Lg GN Pvc Pant Jkt | | | | | |
| 005683 Total: | | 7.16 | | | | | | | |
| 005683-0 | 10/5/2015 | 7.16 | 0.00 | 11/17/2015 | | | | False | 0 |
| 442-403-7106-000 Safety Supplies | | | | Wtr/Lg GN Pvc Pant Jkt | | | | | |
| 005683-0 Total: | | 7.16 | | | | | | | |
| 005683-1 | 10/5/2015 | 7.17 | 0.00 | 11/17/2015 | | | | False | 0 |
| 444-403-7106-000 Safety Supplies | | | | Swr/Lg GN Pvc Pant Jkt | | | | | |
| 005683-1 Total: | | 7.17 | | | | | | | |
| 027661 | 10/27/2015 | 671.85 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-030-8250-000 Machinery & Equipment | | | | PW/Trailer 4x7 Ramp Gate | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 027661 Total: | | 671.85 | | | | | | | |
| 3730 Total: | | 693.34 | | | | | | | |
| Tractor Supply Credit Plan | | 693.34 | | | | | | | |
| Wisc Consulting Inc., Lisa | | | | | | | | | |
| 3561 | | | | | | | | | |
| 2109 | 10/20/2015 | 1,118.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-050-6720-000 Consulting | | | | CD/Housing Element Update 5th Cycle/Thru Sep 30 2015 | | | | | |
| 2109 Total: | | 1,118.00 | | | | | | | |
| 2112 | 10/30/2015 | 1,248.00 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-050-6720-000 Consulting | | | | CD/Tehachapi Contract Svc-Code Amendments | | | | | |
| 2112 Total: | | 1,248.00 | | | | | | | |
| 3561 Total: | | 2,366.00 | | | | | | | |
| Wise Consulting Inc., Lisa | | 2,366.00 | | | | | | | |
| WITTS Everything for the Office | | | | | | | | | |
| 0476 | | | | | | | | | |
| 138971-2 | 10/20/2015 | 6.77 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Highliter Refills | | | | | |
| 138971-2 Total: | | 6.77 | | | | | | | |
| 139077-0 | 10/16/2015 | 76.20 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Magntic Staple Remover/Memo Holder/Scissors/Paper | | | | | |
| 139077-0 Total: | | 76.20 | | | | | | | |
| 139093-0 | 10/20/2015 | 34.92 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Paper/Sm Binder Clips | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 139093-0 Total: | | 34.92 | | | | | | | |
| 139101-0<br>001-010-6010-000 Office Supplies | 10/21/2015 | 372.50 | 0.00 | 11/17/2015<br>GG/4-Color Toner/3x3 Fanfold Note Pads | | | | False | 0 |
| 139101-0 Total: | | 372.50 | | | | | | | |
| 139106-0<br>001-010-6010-000 Office Supplies | 10/21/2015 | 95.61 | 0.00 | 11/17/2015<br>GG/Steno Book/Recycle Pads/Letter Pads | | | | False | 0 |
| 139106-0 Total: | | 95.61 | | | | | | | |
| 139117-0<br>001-010-6010-000 Office Supplies | 10/21/2015 | 137.46 | 0.00 | 11/17/2015<br>GG/Desk Planner-Wall Calendar-Annex/2 Sided Calender V | | | | False | 0 |
| 139117-0 Total: | | 137.46 | | | | | | | |
| 139120-0<br>001-100-6010-000 Office Supplies | 10/21/2015 | 221.62 | 0.00 | 11/17/2015<br>PD/4 Color Toner Cartridges/Paper | | | | False | 0 |
| 139120-0 Total: | | 221.62 | | | | | | | |
| 139120-1<br>001-100-6010-000 Office Supplies | 10/23/2015 | 305.19 | 0.00 | 11/17/2015<br>PD/3 Toner Cartridges | | | | False | 0 |
| 139120-1 Total: | | 305.19 | | | | | | | |
| 139143-0<br>001-010-6010-000 Office Supplies | 10/23/2015 | 66.04 | 0.00 | 11/17/2015<br>GG/Monthly Calendar/Ink Cartridge | | | | False | 0 |
| 139143-0 Total: | | 66.04 | | | | | | | |
| 139192-0<br>001-010-6010-000 Office Supplies | 10/26/2015 | 7.51 | 0.00 | 11/17/2015<br>GG/Envelopes | | | | False | 0 |
| 139192-0 Total: | | 7.51 | | | | | | | |
| 139199-0<br>001-010-6010-000 Office Supplies | 10/28/2015 | 48.06 | 0.00 | 11/17/2015<br>GG/Dry Markers/Letter-Legal Files | | | | False | 0 |
| 139199-0 Total: | | 48.06 | | | | | | | |

| Invoice Number / Account Number | Invoice Date | Amount | Quantity | Payment Date / Description | Task Label | Type / Reference | PO # | Close PO | Line |
|---|---|---|---|---|---|---|---|---|---|
| 139253-0 | 10/21/2015 | 5,319.08 | 0.00 | 11/17/2015 | | | | False | |
| 001-100-8250-000 Machinery & Equipment | | | | PD/Squad Room Add on-4 Person | | | | | |
| | 139253-0 Total: | 5,319.08 | | | | | | | |
| 139269-0 | 11/3/2015 | 21.96 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Glossy Post Cards | | | | | |
| | 139269-0 Total: | 21.96 | | | | | | | |
| 139272-0 | 11/4/2015 | 4.49 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Envelope Glue | | | | | |
| | 139272-0 Total: | 4.49 | | | | | | | |
| 139289-0 | 11/5/2015 | 316.01 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Toner/Ink Cartridge | | | | | |
| | 139289-0 Total: | 316.01 | | | | | | | |
| 139295-0 | 11/5/2015 | 15.03 | 0.00 | 11/17/2015 | | | | False | 0 |
| 001-010-6010-000 Office Supplies | | | | GG/Copy Paper 8 1/2 x 14 | | | | | |
| | 139295-0 Total: | 15.03 | | | | | | | |
| | 0476 Total: | 7,048.45 | | | | | | | |
| | WITTS Everything for the | 7,048.45 | | | | | | | |
| | Report Total: | 478,803.95 | | | | | | | |

AGENDA

# Accounts Payable

## Computer Check Register

CITY OF TEHACHAPI CALIFORNIA

User: afrescas
Printed: 10/19/2015 - 5:07PM
Batch: 10918.10.2015
Bank Account: AP

| Check | Vendor No | Vendor Name | Date | Invoice No | Amount |
|---|---|---|---|---|---|
| 43669 | 3940 | Stallion Springs CSU | 10/19/2015 | | |
| | | | | 10132015 | 500.00 |
| | | Check 43669 Total: | | | 500.00 |
| | | Report Total: | | | 500.00 |

AGENDA

# Accounts Payable

## Checks by Date - Summary By Check Number

User: afrescas
Printed: 11/2/2015 - 8:22 AM

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 |
| 43755 | 3910 | Michael P Adams | 10/29/2015 | 230.00 |
| 43756 | 2806 | Michael Christian | 10/29/2015 | 230.00 |
| 43757 | 1843 | The Bank of New York Mellon Tr | 10/29/2015 | 195,953.13 |
| | | | Report Total: | 197,768.10 |

AGENDA

# Accounts Payable

## Check Detail

User: afrescas
Printed: 11/10/2015 - 4:02PM

CITY OF TEHACHAPI CALIFORNIA

| Check Number | Check Date | Amount |
|---|---|---|
| **1403 - Ables, John M.** | | |
| 371460 | 12/18/2012 | |
| Inv 111612 | | 297.67 |
| 371460 Total: | | 297.67 |
| **1403 - Ables, John M. Total:** | | 297.67 |
| **1658 - Accela Inc #774375 001-015-6200-000** | | |
| 43815 | 11/09/2015 | |
| Inv INV31688 | | 346.30 |
| 43815 Total: | | 346.30 |
| **1658 - Accela Inc #774375 Total:** | | 346.30 |
| **3820 - Arbaut, Charles** | | |
| 43816 | 11/09/2015 | |
| Inv 10232015 | | 164.00 |
| 43816 Total: | | 164.00 |
| **3820 - Arbaut, Charles Total:** | | 164.00 |
| **1843 - Bank of New York Mellon Trust Company N.A., The** | | |
| 43817 | 11/09/2015 | |
| Inv 10212015 | | 210,000.00 |
| Inv 10212015-0 | | 178,941.25 |
| Inv 10212015-1 | | 195,000.00 |
| Inv 10212015-2 | | 206,260.00 |
| 43817 Total: | | 790,201.25 |
| **1843 - Bank of New York Mellon Trust Company N.A., The Total:** | | 790,201.25 |
| **3652 - Blanchard, Peggy** | | |
| 43818 | 11/09/2015 | |
| Inv 10282015 | | 10,200.00 |
| 43818 Total: | | 10,200.00 |

| Check Number | Check Date | Amount |
|---|---|---|
| **3652 - Blanchard, Peggy Total:** | | 10,200.00 |
| **0543 - BSE Rents** | | |
| 43819 | 11/09/2015 | |
| Inv 66342 | | 820.94 |
| 43819 Total: | | 820.94 |
| **0543 - BSE Rents Total:** | | 820.94 |
| **3925 - Cal Prime Inc** | | |
| 43820 | 11/09/2015 | |
| Inv R06010-2 | | 62,045.82 |
| 43820 Total: | | 62,045.82 |
| **3925 - Cal Prime Inc Total:** | | 62,045.82 |
| **3052 - Emergency Communications Network** | | |
| 43821 | 11/09/2015 | |
| Inv ECN021245 | | 7,500.00 |
| 43821 Total: | | 7,500.00 |
| **3052 - Emergency Communications Network Total:** | | 7,500.00 |
| **2752 - Fastenal Company 442-403-7100-000** | | |
| 43822 | 11/09/2015 | |
| Inv CATEH8936 | | 64.33 |
| 43822 Total: | | 64.33 |
| **2752 - Fastenal Company Total:** | | 64.33 |
| **0155 - FedEx** | | |
| 43823 | 11/09/2015 | |
| Inv 5-194-16475 | | 24.38 |
| Inv 5-194-16475-1 | | 73.69 |
| 43823 Total: | | 98.07 |
| **0155 - FedEx Total:** | | 98.07 |
| **2556 - Franchise Tax Board 001-000-2370-000** | | |
| 43841 | 11/12/2015 | |
| Inv 11122015 2 | | 105.00 |
| 43841 Total: | | 105.00 |
| 43842 | 11/12/2015 | |

| Check Number | Check Date | Amount |
|---|---|---|
| Inv 11122015 1 | | 58.00 |
| 43842 Total: | | 58.00 |
| **2556 - Franchise Tax Board Total:** | | 163.00 |
| **1822 - Grimes, Ed 001-110-6150-000** | | |
| 43824 | 11/09/2015 | |
| Inv 10272015 | | 90.28 |
| 43824 Total: | | 90.28 |
| **1822 - Grimes, Ed Total:** | | 90.28 |
| **UB*00136 - Hansen, Kathryn M.** | | |
| 184500 | 09/21/2004 | |
| Inv | | 126.35 |
| 184500 Total: | | 126.35 |
| **UB*00136 - Hansen, Kathryn M. Total:** | | 126.35 |
| **1801 - HD Supply Waterworks LTD 442-403-7140-000** | | |
| 43825 | 11/09/2015 | |
| Inv E552919 | | 2,019.38 |
| 43825 Total: | | 2,019.38 |
| **1801 - HD Supply Waterworks LTD Total:** | | 2,019.38 |
| **2463 - International Code Council Inc.** | | |
| 43826 | 11/09/2015 | |
| Inv 3067130 | | 135.00 |
| 43826 Total: | | 135.00 |
| **2463 - International Code Council Inc. Total:** | | 135.00 |
| **0241 - Kern Bros. Trucking Inc.** | | |
| 43827 | 11/09/2015 | |
| Inv 1396 | | 79.05 |
| Inv 1396-0 | | 237.15 |
| 43827 Total: | | 316.20 |
| **0241 - Kern Bros. Trucking Inc. Total:** | | 316.20 |
| **3945 - Mike Owen Fabrication Inc** | | |
| 43828 | 11/09/2015 | |
| Inv 1883-1 | | 16,629.19 |

| Check Number | Check Date | Amount |
|---|---|---|
| 43828 Total: | | 16,629.19 |
| **3945 - Mike Owen Fabrication Inc Total:** | | 16,629.19 |
| **0300 - Mission Linen & Uniform Service 001-030-5170-000** | | |
| 43829 | 11/09/2015 | |
| Inv 501184159 | | 104.52 |
| Inv 501184160 | | 44.46 |
| 43829 Total: | | 148.98 |
| **0300 - Mission Linen & Uniform Service Total:** | | 148.98 |
| **0362 - RSI Petroleum Products 001-030-7400-000** | | |
| 43830 | 11/09/2015 | |
| Inv 0287538 | | 631.45 |
| 43830 Total: | | 631.45 |
| **0362 - RSI Petroleum Products Total:** | | 631.45 |
| **3716 - Ruettgers & Schuler Civil Engineers** | | |
| 43831 | 11/09/2015 | |
| Inv 518-02-3 | | 532.50 |
| 43831 Total: | | 532.50 |
| **3716 - Ruettgers & Schuler Civil Engineers Total:** | | 532.50 |
| **3943 - Sintra Group** | | |
| 43832 | 11/09/2015 | |
| Inv 2015202 | | 4,281.00 |
| 43832 Total: | | 4,281.00 |
| **3943 - Sintra Group Total:** | | 4,281.00 |
| **0372 - Southern California Edison 001-010-7300-000** | | |
| 43833 | 11/09/2015 | |
| Inv 10212015A | | 101.72 |
| Inv 10212015B | | 248.13 |
| Inv 10212015C | | 457.44 |
| Inv 10212015D | | 110.16 |
| Inv 10212015E | | 119.86 |
| Inv 10212015F | | 49.99 |
| Inv 10212015G | | 65.72 |
| Inv 10212015H | | 199.63 |
| Inv 10212015I | | 32.04 |
| Inv 10212015J | | 337.57 |
| Inv 10212015K | | 36.31 |

| Check Number | Check Date | Amount |
|---|---|---|
| Inv 10212015L | | 169.65 |
| Inv 10212015M | | 101.01 |
| Inv 10212015N | | 1,164.76 |
| Inv 10212015O | | 345.68 |
| Inv 10212015P | | 144.80 |
| Inv 10212015Q | | 150.93 |
| Inv 10232015A | | 49.48 |
| Inv 10232015B | | 178.34 |
| Inv 10232015C | | 167.86 |
| Inv 10232015D | | 112.41 |
| Inv 10232015E | | 97.79 |
| Inv 10242015A | | 1,943.01 |
| Inv 10242015B | | 20.67 |
| Inv 10242015C | | 28.50 |
| Inv 10242015D | | 114.41 |
| Inv 10272015A | | 27.64 |
| Inv 10272015B | | 181.99 |
| Inv 10272015C | | 28.67 |
| Inv 10272015D | | 27.21 |
| Inv 10272015E | | 1,941.79 |
| Inv 10272015F | | 64.55 |
| Inv 10272015G | | 58.27 |
| Inv 10272015H | | 6,618.53 |
| Inv 10282015A | | 61.22 |
| Inv 10292015A | | 18.53 |
| Inv 10292015B | | 3,354.05 |
| Inv 10292015C | | 18.53 |
| Inv 10292015D | | 107.50 |
| Inv 10292015E | | 233.33 |
| Inv 10292015F | | 171.47 |
| 43833 Total: | | 19,461.15 |
| **0372 - Southern California Edison Total:** | | 19,461.15 |
| **2491 - Southern California Edison Co.** | | |
| 43834 | 11/09/2015 | |
| Inv 220777 | | 2,764.68 |
| 43834 Total: | | 2,764.68 |
| **2491 - Southern California Edison Co. Total:** | | 2,764.68 |
| **3268 - State Disbursement Unit 001-000-2370-000** | | |
| 43843 | 11/12/2015 | |
| Inv 11122015 | | 549.82 |
| 43843 Total: | | 549.82 |
| **3268 - State Disbursement Unit Total:** | | 549.82 |
| **3174 - Tehachapi Auto Glass 001-100-7110-000** | | |
| 43835 | 11/09/2015 | |

| Check Number | Check Date | Amount |
|---|---|---|
| Inv 1882 | | 224.40 |
| 43835 Total: | | 224.40 |
| **3174 - Tehachapi Auto Glass Total:** | | 224.40 |
| **2120 - Teledyne Instruments Inc.** | | |
| 43836 | 11/09/2015 | |
| Inv S020100025 | | 225.21 |
| 43836 Total: | | 225.21 |
| **2120 - Teledyne Instruments Inc. Total:** | | 225.21 |
| **3747 - The Garage** | | |
| 43837 | 11/09/2015 | |
| Inv 003751 | | 369.43 |
| 43837 Total: | | 369.43 |
| **3747 - The Garage Total:** | | 369.43 |
| **2676 - USPS-Hasler 001-010-6100-000** | | |
| 43838 | 11/09/2015 | |
| Inv 10262015 | | 1,000.00 |
| 43838 Total: | | 1,000.00 |
| **2676 - USPS-Hasler Total:** | | 1,000.00 |
| **3011 - Verizon Wireless 001-100-7320-000** | | |
| 43839 | 11/09/2015 | |
| Inv 9754151313 | | 38.01 |
| Inv 9754151313-0 | | 19.00 |
| Inv 9754151313-1 | | 19.01 |
| Inv 9754151313-2 | | 38.01 |
| Inv 9754151313-3 | | 38.01 |
| Inv 9754151313-4 | | 38.01 |
| Inv 9754151313-5 | | 14.82 |
| Inv 9754151313-6 | | 14.83 |
| Inv 9754151313-7 | | 29.65 |
| Inv 9754151313-8 | | 29.65 |
| Inv 9754151313-9 | | 15.01 |
| Inv 9754151313-90 | | 15.01 |
| Inv 9754245153 | | 30.02 |
| 43839 Total: | | 339.04 |
| **3011 - Verizon Wireless Total:** | | 339.04 |
| **UB*00135 - Villa, Rosalinda** | | |

| Check Number | Check Date | Amount |
|---|---|---|
| 184501 | 09/21/2004 | |
| Inv | | 76.32 |
| 184501 Total: | | 76.32 |
| **UB*00135 - Villa, Rosalinda Total:** | | 76.32 |
| **0476 - WITTS Everything for the Office 001-010-6010-000** | | |
| 43840 | 11/09/2015 | |
| Inv 138921-1 | | 11.28 |
| Inv 138971-1 | | 3.39 |
| Inv 138996-0 | | 27.37 |
| Inv 138996-01 | | 3.29 |
| Inv 139003-0 | | 91.94 |
| Inv 139004-0 | | 25.69 |
| Inv 139043-0 | | 23.11 |
| 43840 Total: | | 186.07 |
| **0476 - WITTS Everything for the Office Total:** | | 186.07 |
| Total: | | 922,007.83 |

AGENDA

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

| | | | MONTH END BANK STATEMENT BALANCE | | | | | |
|---|---|---|---|---|---|---|---|---|
| **BANK ACCOUNTS** | **Institution** | **Acct#** | **5/31/2015** | **6/30/2015** | **7/31/2015** | **8/31/2015** | **9/30/2015** | **10/31/2015** |
| General Checking | Bank of the Sierra | 21002-06457 | 425,452.22 | 426,685.99 | 1,372,564.55 | 650,579.37 | 638,877.46 | 533,950.92 |
| Water Deposit Trust | Bank of the Sierra | 21002-08503 | 112,195.00 | 113,275.00 | 111,885.00 | 109,870.00 | 112,350.00 | 114,280.00 |
| AD 83-1/87-1, Tucker | Bank of the Sierra | 21004-80193 | 87,633.41 | 87,633.41 | 87,633.41 | 87,633.41 | 87,635.93 | 87,635.93 |
| AD 89-3 | Bank of the Sierra | 21002-81054 | 828.82 | 828.82 | 828.82 | 828.82 | 828.82 | 828.82 |
| Payroll | Bank of the West | 709-031215 | 97,470.22 | 95,969.25 | 96,667.76 | 96,154.64 | 95,805.81 | 95,329.56 |
| AFLAC Flex Spending | Bank of the West | 709-039747 | 12,982.67 | 12,710.24 | 13,455.85 | 14,157.15 | 15,590.75 | 16,624.61 |
| Airport key Deposit/Cr Card Purch | Bank of the West | 709-029821 | 18,486.26 | 51,136.91 | 78,059.11 | 98,317.06 | 118,446.96 | 138,059.48 |
| Ashtown Water Escrow | Bank of the West | CD 709-000-855969 | 107,978.09 | 107,978.09 | 107,978.09 | 107,978.09 | 107,978.09 | 107,978.09 |
| 1994/2004 Refunding Bond | Bank of New York | 870513-870517 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| LAIF | State of California | 98-15-914 | 8,638,313.75 | 9,038,313.75 | 8,446,589.49 | 8,446,589.49 | 8,146,589.49 | 7,755,980.20 |
| | **Total Funds in Banks** | | 9,501,340.44 | 9,934,531.46 | 10,315,662.08 | 9,612,108.03 | 9,324,103.31 | 8,850,667.61 |
| **INVESTMENTS** | | | | | | | | |
| CSJVRMA Investment Pool | Chandler Asset Mgt | 1113 | 2,064,389.00 | 2,061,202.00 | 2,064,311.00 | 2,064,354.00 | 2,074,141.00 | 2,071,972.00 |
| Loaned to Wtr/Swr to pay-off COP2000 | | | 145,889.41 | 145,889.41 | 145,889.41 | 145,889.41 | 145,889.41 | 145,889.41 |
| | **Total Investments** | | 2,210,278.41 | 2,207,091.41 | 2,210,200.41 | 2,210,243.41 | 2,220,030.41 | 2,217,861.41 |
| | **TOTAL PORTFOLIO** | | **11,711,618.85** | **12,141,622.87** | **12,525,862.49** | **11,822,351.44** | **11,544,133.72** | **11,068,529.02** |
| **RDA SUCCESSOR AGENCY FUNDS** | | | | | | | | |
| RDA 2007 | Bank of New York | 870951/52/53/54 | 539,320.99 | 333,060.99 | 333,060.99 | 333,060.99 | 333,060.99 | 333,060.99 |
| RDA 2005 | Bank of New York | 870711-16 | 471,397.50 | 292,456.25 | 292,456.25 | 292,456.25 | 292,456.25 | 292,456.25 |
| Successor Agency RDA | LAIF | 98-15-914 (2) | 3,143,650.05 | 3,143,650.05 | 3,143,650.05 | 3,143,650.05 | 3,143,650.05 | 3,143,650.05 |
| | **Total RDA Successor Agency Funds** | | 4,154,368.54 | 3,769,167.29 | 3,769,167.29 | 3,769,167.29 | 3,769,167.29 | 3,769,167.29 |

AGENDA

CITY OF TEHACHAPI CALIFORNIA

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: JKS

CITY MANAGER:_____

**MEETING DATE:** NOVEMBER 16, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

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

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

**DATE:** **NOVEMBER 10, 2015**

**SUBJECT:** **VISITOR'S CENTER PROJECT (AT FREEDOM PLAZA) – REJECT ALL BIDS**

**BACKGROUND**:

In September 2015 the City Council awarded the Freedom Plaza Project to Cal Prime, Inc. Following on the heels of that effort, City Staff prepared a small design-build contract package in order to solicit bids for the remodel of the existing building located at the Freedom Plaza site for reuse as a Visitor's Center.

On October 8, 2015 advertising began for the Freedom Plaza Visitor's Center Project. Staff opened bids for this project on November 5, 2015. The results of the bid opening are listed in the table below:

| Contractor Name | Bid Amount |
|---|---|
| Cal Prime, Inc | $169,240.00 |

The City Staff estimate for this work was approximately $80,000. City Staff spoke with both Cal Prime, Inc. and one other potential bidder and we conclude that the design-build choice has led to the low bidder turnout and the high cost. In short, without completed plans as a basis of the bid, contractors are unsure of the construction expectations. This lack of confidence negatively influenced the bid environment.

**RECOMMENDATION**:

Given the above bid results, City Staff believes that the best course of action to hire an architect to provide design plans for the remodel effort and to rebid the project using those plans. Staff believes this will help create a more stable bid environment that will draw additional bidders at lower prices.

**REJECT ALL BIDS.**

AGENDA

TEHACHAPI
CALIFORNIA

# COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: JHS
CITY MANAGER:_____

**MEETING DATE:** November 16, 2015 **AGENDA SECTION:** Development Services

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

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

**DATE:** **November 10, 2015**

**SUBJECT:** **ADOPTION OF PROPOSED RESOLUTION FOR ANNEXATION NO. 85 (LAFCO PROCEEDING NO. 1686) PROPERTY TAX EXCHANGE MEMORANDA OF UNDERSTANDING**

**BACKGROUND:**

Annexation No. 85 was approved by the City Council on August 17, 2015 and the application was submitted to LAFCO on October 21, 2015. The Memoranda of Understanding (MOU) dated March 21, 2005, relative to the distribution of property tax between the City of Tehachapi and the County of Kern does not include a tax exchange mechanism for the Kern County Fire Fund. As such, each annexation requires the City Council to adopt a resolution waiving all property tax exchange for the Fire Fund in keeping with the MOU. Therefore, a Resolution is presented to address the Fire Fund issue and keep the LAFCO process on track.

**RECOMMENDATION:**

**ADOPT RESOLUTION APPROVING THE EXCHANGE OF PROPERTY TAX REVENUES UPON LOCAL AGENCY JURISDICTIONAL CHANGE CITY OF TEHACHAPI ANNEXATION NO. 85 (LAFCO PROCEEDING NO. 1686).**

AGENDA

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE EXCHANGE OF PROPERTY TAX REVENUES UPON LOCAL AGENCY JURISDICTIONAL CHANGE: CITY OF TEHACHAPI ANNEXATION NO. 85 (LAFCO PROCEEDING NO. 1686)**

WHEREAS, pursuant to Revenue and Taxation Code Section 99, the Kern County Local Agency Formation Commission has submitted its Notice of Filing of LAFCO Proceeding No. 1686 and the Kern County Auditor-Controller, by letter dated September 16, 1996 which is made part of this resolution, has so notified the governing bodies of the local agencies involved in the area of the proposed annexation; and

WHEREAS, the aforesaid Section 99 provides that in the event a jurisdictional change would affect the service area or service responsibility of one or more local agencies, the board of supervisors of the county or counties in which the local agencies are located shall negotiate any exchange of property tax revenues on their behalf; and

WHEREAS, the City of Tehachapi and the County of Kern have entered into a Memorandum of Understanding ("MOU") for the transfer of property tax entitlement upon annexation and this annexation proceeding falls within the criteria specified in the MOU.

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

1. Pursuant to the agreement between the County of Kern and the City of Tehachapi, property tax revenues which accrue within the tax rate areas comprising the

proposed City of Tehachapi Annexation No. 85 for Fiscal Year 1999-00 and for each Fiscal Year thereafter shall be transferred to the City of Tehachapi as follows:

From the County of Kern General Fund, that portion determined by multiplying the property tax revenues received by the County of Kern General Fund from the area of the proposed annexation in the prior Fiscal Year 40.0 percent per MOU Agreement #396-2005 dated March 21, 2005.

2. Upon approval by the Kern County Local Agency Formation Commission of the proposed annexation, the Kern County Auditor-Controller is requested to effect the above determined transfer of property tax revenues.

3. The Clerk of the Board of Supervisors is requested to advise the City Council of the City of Tehachapi, the Kern County Local Agency Formation Commission, and the Kern County Auditor-Controller of the Board's approval of the determinations set forth herein by transmittal to them of certified copies of the Board's resolution approving same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 16th day of November, 2015.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
SUSAN WIGGINS, MAYOR
City of Tehachapi, California

ATTEST:

_____
TORI MARSH, CITY CLERK
City of Tehachapi, California

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

_____
TORI MARSH, CITY CLERK
City of Tehachapi, California

AGENDA

CITY OF TEHACHAPI CALIFORNIA

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: JS

CITY MANAGER:_____

**MEETING DATE:** NOVEMBER 16, 2015 **AGENDA SECTION:** DEVELOPMENT SERVICES

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

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

**DATE:** NOVEMBER 9, 2015

**SUBJECT:** WWTP RECYCLED WATER PUMP STATION PROJECT – BOND SETTLEMENT AGREEMENT AND AWARD TO REPLACEMENT CONTRACTOR

**BACKGROUND:**

The City of Tehachapi Public Works Department identified this potential potable water savings project to be constructed at the Tehachapi Wastewater Treatment Plant. The plant currently uses potable water in the wastewater treatment process as various locations. The various uses are primarily continuous cleaning operations. As such, these processes consume a relatively large volume of water annually. The project proposes to construct a wastewater pump station to exchange the use of potable water for treated water in these processes.

On September 29, 2014 advertising began for the project. Staff opened bids for this project on November 13, 2014. The project was awarded to High Desert Contractors, Inc on December 15, 2014 with an anticipated deadline of May 14, 2015. Over the course of the construction period, High Desert Contractors was unable or unwilling to make more than nominal progress on the project. City Staff unsuccessfully met with the Contractor on numerous occasions with the goal of correcting the course of the project. On July 27, 2015, City Staff in consultation with the City Attorney, and following contract stated steps, terminated the contract with High Desert Contractors, Inc. The stated reasons for the termination were the contractor's failure to complete the project by the extended completion date, failure of the contractor to provide materials/equipment to perform its obligations, and failure of the contractor to provide sufficient labor to complete the project within the extended project timeline. At the time of termination, only 28% of the contract had been completed.

As part of the termination process, City Staff began to interact with the bonding company (Nationwide Insurance) provided by the Contractor to affect the project completion.

**PROPOSAL:**

The original construction contract was for a total value of $206,635.00. During the course of the contract, a change order was approved adding a utility shed to the scope of work increasing the value of the contract and extending the project timeline by approximately 60 days. The bonding company, acting after the termination, solicited bids from qualified contractors to step into the contract in its current state and carry it to completion. Two responsive bids were received with the low bid provided by Brown & Fowler Construction totaling $377,135.00.

Furthermore, the delays associated with the failure of the original contractor to complete the work have cost the City of Tehachapi. City Staff time administering the failing contract consumed the entire initial construction administration budget of $15,000. Moreover, the potable water used at the WWTP during the time in which recycled water should have been in use may total as much as 80 acre-feet by project's end.

Given the above, a settlement offer of $206,635.00 (the penal sum of the bond) was offered by the bonding to the City of Tehachapi. City Staff agrees that the payment provides sufficient funds to enter into a contract with Brown & Fowler for the increased contract cost as well as to compensate the City for soft costs expended to date. A settlement agreement was prepared by the bonding company and reviewed by the City Attorney. It requires the bonding company to pay to the City the sum of $206,635.00 within 30 days of the date on the executed agreement subject to the successful execution of new construction contracts with Brown & Fowler Construction.

**FISCAL IMPACT:**

The original project was to be funded from the City's sewer enterprise fund and was included in the 2014/2015 budget (as well as the 2015/2016 budget due to the delay). The total original construction budget was approximately $232,000. Presuming the City enters into a contract with Brown & Fowler for $377,135.00 and the City receives payment from the bonding company in the amount of $206,635.00, City Staff estimates that we can deliver the completed project (albeit one year late) for an approximate out-of-pocket expense of $224,000.

**RECOMMENDATION:**

**AUTHORIZE THE MAYOR TC SIGN THE SETTLEMENT AND MUTUAL RELEASE AGREEMENT WITH NATIONWIDE MUTUAL INSURANCE COMPANY. AWARD THE WWTP RECYCLED WATER PUMP STATION PROJECT TO BROWN & FOWLER CONSTRUCTION INCORPORATED IN THE AMOUNT OF $377,135.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR $18,856.75).**

AGENDA

# SETTLEMENT AND MUTUAL RELEASE AGREEMENT

This Settlement and Mutual Release Agreement ("**Agreement**") is entered into as of November _____, 2015 by and between Nationwide Mutual Insurance Company, ("Nationwide"), High Desert Contractors, Inc.,(Contractor) and the City of Tehachapi, ("City") collectively referred to herein as the "**Parties**."

On December 15, 2014 City and Contractor entered into a contract (Contract) to construct the Tehachapi Recycled Water Pump Station (Project)

On December 29, 2014 Nationwide bonded Contractor under Payment and Performance Bonds No. 740202 (Bonds) with a penal sum of $206,635.00.

On July 27, 2015 City terminated the Contract with Contractor and made demand upon Nationwide under the Performance Bond and thereafter, made demand on Nationwide to perform pursuant to the Performance Bond.

Nationwide and City desiring to resolve their differences do herby desire to enter into the following Settlement Agreement and Mutual Release whereby Nationwide will tender the penal sum of the Performance Bond to City and City agreeing to accept the penal sum of the Performance Bond and complete the Project on its own.

NOW THEREFORE, pursuant to the settlement reached between Nationwide and City, and in consideration of the covenants and promises contained in this Agreement and other good and valuable consideration the sufficiency of which is acknowledged by the Parties, it is hereby agreed among the Parties as follows:

## AGREEMENT

1. **Adoption of Recitals**. The Parties adopt and warrant the accuracy of the above Recitals.

2. **Settlement Payment**. Nationwide shall pay City $206,635.000 within thirty (30) calendar days (the "**Settlement Payment**") of the execution of this Agreement by all parties. City intends to seek approval of its city council (City Council) for a contract with Brown & Fowler (New Contractor) to construct and complete the Project. The Releases hereinafter described shall not become effective until the City Council has approved the contract with the New Contractor and the New Contractor has executed the contract. In the event the foregoing does not occur within ninety (90) days from the date of this Agreement, City shall return the Settlement Payment to Nationwide within thirty (30) days thereafter and this Agreement shall be of no further force or effect.

3. **Mutual Releases.** The releases set forth in Sections 3(a) - 3(c) below are referred to herein as the "**Releases**."

(a) **Release of City**. Nationwide and Contractor shall waive, release and discharge City from any and all claims, causes of action, and rights arising out of or concerning the Project, which claims, causes of action, and rights may have existed and/or may exist as of the date of execution of this Agreement, whether now known or unknown, whether suspected or unsuspected, and whether or not heretofore asserted.

(b) **Release of Nationwide** City, shall waive, release and discharge Nationwide and its affiliated or related entities, and each of its respective successors and assigns in any and all of their capacities, as individuals or otherwise, from any and all claims, causes of action, and rights arising out of or concerning the Project and the Bond, which claims, causes of action, and rights may have existed and/or may exist as of the date of execution of this Agreement, whether now known or unknown, whether suspected or unsuspected, and whether or not heretofore asserted.

(c) **Release of Contractor** City shall waive, release and discharge Contractor and its affiliated or related entities, and each of its respective successors and assigns in any and all of their capacities, as individuals or otherwise, from any and all claims, causes of action, and rights arising out of or concerning the Project and the Contract, which claims, causes of action, and rights may have existed and/or may exist as of the date of execution of this Agreement, whether now known or unknown, whether suspected or unsuspected, and whether or not heretofore asserted With the exception of those rights set forth in Paragraph 5 Assignment of Rights. **This Release of Contractor does not release Contractor from any of its indemnification duties or obligations to Nationwide under the Contractual Indemnity Contract entered into between Contractor and Nationwide or in Equity or At Law or Pursuant to California Civil Code Section 2860 which rights are specifically reserved unto Nationwide.**

4. **Release of Unknown Claims**. As to each of the Releases described in Section 3 above, the Parties agree as follows:

(a) The Parties expressly waive and relinquish all rights and benefits afforded by California Civil Code Section 1542 and do so understanding and acknowledging the significance and consequences of such specific waiver of California Civil Code Section 1542.

(b) The Parties acknowledge and understand that they are being represented in this matter by counsel, and acknowledge that they are familiar with the provisions of California Civil Code Section 1542. Section 1542 provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Thus, notwithstanding the provisions of Civil Code Section 1542, the Parties expressly acknowledge and agree that the Releases set forth in this Agreement are intended to include, without limitation, all claims which the Parties do not know or suspect to exist at the time of the

execution of this Agreement arising out of, or concerning, the Litigation, and that this Agreement contemplates the extinguishment of those claims.

(c) The Parties acknowledge and agree that they may later discover facts different from or in addition to those they now know or believe to be true in entering into this Agreement. The Parties agree to assume the risk of the possible discovery of additional or different facts, including facts which may have been concealed or hidden and agree that this Agreement shall remain effective regardless of such additional or different facts.

5. **Assignment of Rights** City does hereby sell, assign, transfer, and set over unto Nationwide Mutual Insurance Company its cause or causes of action, claim, and demand against High Desert Contractors, Inc. to sue in its own name and stead to the extent of the payment.

6. **Representations and Warranties**.

(a) Each of the Parties represents and warrants that it has not assigned nor subrogated any of its rights, claims or causes of action released pursuant to this Agreement, or authorized any other person or entity to assert such claims on its behalf, and has agreed to indemnify and hold harmless each other against any assignment of said rights, claims and/or causes of action.

(b) Each of the Parties represents and warrants that this Agreement constitutes a valid and binding obligation of each of the Parties and that the individual executing this Agreement on each of their behalf has the authority to enter into and execute this Agreement on each of their behalf.

7. **Denial of Liability**. The Parties expressly recognize that this Agreement shall not in any way be construed as an admission by any of the Parties of any unlawful, improper, wrongful, or otherwise injurious conduct.

8. **Attorneys' Fees and Costs**. In the event any action is instituted to interpret or enforce this Agreement by any Party, the prevailing Party shall be entitled to all of its attorneys' fees and costs of suit therein

9. **Representation by Counsel**. Each of the Parties hereto represents, warrants, acknowledges and agrees that it has been represented by independent counsel of its own choice throughout all negotiations which preceded the execution of this Agreement, and upon execution of this Agreement.

10. **Bear Own Costs and Fees**. Each of the Parties shall bear its own costs and attorney's fees incurred in connection with the Litigation and the drafting and execution of this Agreement.

11. **Choice of Law**. This Agreement is made and executed in, and shall be interpreted, enforced, and governed by the laws of the State of California.

12. **Partial Invalidity**. If any non-material provision in this Agreement is held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, without being impaired or invalidated in any way.

13. **Prior Understandings**. If any fact is found to be different from the facts now believed to be true, the Parties expressly accept and assume the risk of such possible difference in facts and agree that this Agreement shall remain effective.

14. **Prior Representations/Integration**. The Parties agree that no representations or inducements of any kind have been made by any Party to another and no matter extraneous to this Agreement has been relied upon by any Party as an inducement or otherwise, either verbal or written, and all previous communications between the Parties, and their principals and agents, are deemed to be of no effect and are superseded by the terms of this Agreement. This Agreement constitutes the entire agreement as between the Parties, and any other prior agreements, arrangements or understandings, oral or written, are superseded by the terms of this Agreement.

15. **Interpretation and Drafting Ambiguities**. Each Party has cooperated in some fashion in the drafting and/or preparation of this Agreement. The language in all parts of this instrument shall be construed simply according to its fair meaning and not strictly for or against any of the parties hereto.

16. **Waiver/Modification**. Any provisions to this Agreement may be waived, altered, amended and/or repealed, in whole or in part, only by the written consent of all Parties.

17. **Further Cooperation**. The Parties agree to execute such additional documents and perform such further acts as may be necessary to effectuate the purposes and provisions of this Agreement.

18. **Counterpart Execution**. This Agreement may be executed in counterpart and when executed by the parties below, each of the originals and/or facsimiles shall constitute one and the same instrument, and facsimile signatures shall be of the same force and effect as an original.

19. **Notices**. Any notices hereunder shall be deemed to be delivered when personally served on the party to be notice or (a) on the next business day following deposit of the notice with an overnight delivery service provided the overnight carrier's records confirmed delivery, (b) when delivered by United States mail, postage prepaid, registered or certified mail, return receipt requested with the date of signing the return receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States mail, postage prepaid, (d) when sent by confirmed facsimile transmission, or (e) when sent by electronic mail ("Email") to the following addresses: to Nationwide - Mr. William Downing, Claim Director, Nationwide Surety & Fidelity, 1100 Locust St., D1-4E-2006, Des Moines, IA 50391-2006, Fax 855-379-2329, Email - downiw1@nationwide.com; to Contractor – Mr. Dave Bradley, President, High Desert Contractors, Inc., 42353 8th Street East, Lancaster, CA 93535, Fax 661-951-9775, Email dave@highdesertcon.com; to City - City Engineer, 115 South Robinson Street, Tehachapi, California 93561, Fax - (661) 822-2197, Email - jschlosser@tehachapicityhall.com. Any party

may change its address by giving notice to the other parties in the manner herein described.

20. **Captions**. The Captions appearing in this Agreement are for convenience only, are not part of this Agreement and shall not be considered in interpreting this Agreement.

21. **No Waiver**. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

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

IN WITNESS WHEREOF, the Parties execute this Agreement and make it effective as of the date signed.

City of Tehachapi: City of Tehachapi

By: _____

Date Signed: _____

Nationwide: Nationwide Mutual Insurance Company

By: _____

Date Signed: _____

Contractor: High Desert Contractors, Inc.

By: _____

Date Signed: _____

AGENDA

CITY OF TEHACHAPI CALIFORNIA

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:_____

CITY MANAGER:_____

**MEETING DATE:** November 16, 2015 **AGENDA SECTION:** CITY MANAGER

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

**FROM:** **KENT KROEGER, CHIEF OF POLICE**

**DATE:** **NOVEMBER 16, 2015**

**SUBJECT:** **FINANCING AGREEMENT FOR THREE BUDGETED POLICE VEHICLES**

The Tehachapi Police Department has $57,407 budgeted for each of the next 5 years for the purchase of police vehicles. The Department has negotiated a lease-purchase agreement for three 2016 Ford Interceptor Utility Vehicles with Ford Motor Credit Company. The cost of leasing the vehicles over the next 3 years would fall within the budgeted amounts. At the conclusion of the lease, the City will have the option to purchase the vehicles for $1.00.

## FISCAL IMPACT

The details of the financing agreement are as follows:

36 month term
5.50% interest rate
3 consecutive annual payments of $50,265.76
Due dates - 11/13/2015, 11/13/2016, 11/13/2017
Total payments $150,797.28

## OPTIONS

1. Approve the financing agreement as presented.
2. Reject the agreement.

## RECOMMENDATION

Staff recommends that Council approve the financing agreement with Ford Credit and authorize the Mayor to sign the Master Lease Purchase Agreement and the Amendment and Schedule subject to approval by the City Attorney. Staff also recommends that council adopt a resolution giving the Chief of Police authority to sign the Delivery and Acceptance Certificate on behalf of the City and the Finance Director authority to sign the Insurance Fact Sheet and IRS Form 8038-GC on behalf of the City subject to approval by the City Attorney.

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI AUTHORIZING EXECUTION OF INSURANCE FACT SHEET AND IRS FORM 8038-GC AND DELIVERY AND ACCEPTANCE CERTIFICATE FOR LEASE OF THREE 2016 FORD INTERCEPTOR UTILITY VEHICLES**

---

WHEREAS, the City Council of the City of Tehachapi has approved a Master Lease Agreement with the Ford Motor Credit Company for the leasing of three 2016 Ford Interceptor Utility Vehicles; and

WHEREAS, an insurance fact sheet confirming that the vehicles are insured and IRS Form 8083-GC relating to the tax-exempt status of the lease must be executed as well as a Delivery and Acceptance Certificate.

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

1. That the foregoing recitals are true and correct.

2. That the Finance Director is authorized to sign the Insurance Fact Sheet and IRS Form 8083-GC and the Chief of Police is authorized to sign the Delivery and Acceptance Certificate.

PASSED AND ADOPTED on the 16TH day of November, 2015 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

SUSAN WIGGINS, Mayor 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 16, 2015.

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

AGENDA

FORD CREDIT

Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

November 9, 2015

Hannah Chung, Finance Director
City of Tehachapi
220 W C Street
Tehachapi, CA 93561

Subject: Master Equipment Lease-Purchase Agreement – Schedule No. **6763800**

Dear Ms. Chung:

Thank you for selecting Ford Motor Credit Company as your Lease-Purchase Finance source for the equipment being acquired from Kieffe and Sons Ford.

The following is a list of the subject documents attached.

- Master Equipment Lease-Purchase Agreement – Review and sign where indicated.
- Amendment – Review, check the appropriate box, and sign where indicated.
- Schedule No. 6763800 and Attachment 1 & 2 (if applicable) - Review and sign where indicated.
- Delivery and Acceptance Certificate(s) – Review, sign where indicated, and provide the date the equipment was accepted by you or your authorized representative.
- Insurance Fact Sheet - Complete and sign where indicated.
- 8038 Form– See attached.

Also, enclosed is an invoice for the first payment and underwriting fee, if applicable. Please send the payment and all signed original documents to the address below before 11/20/2015. If documents cannot be returned by this date, the interest rate may be subject to a rate increase or a rate extension fee.

Ford Motor Credit Company
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Once we have received the documents from your office, a representative for Ford Motor Credit Company LLC will sign where indicated and forward a copy of the documents to your attention.

If you have any questions, please call (800) 241-4199, extension 15, or send an e-mail to fcmuni@ford.com.

Sincerely,

Maria Acevedo

Maria Acevedo
Sales Assistant

Attachments

AGENDA

FORD CREDIT

# FORD MOTOR CREDIT COMPANY LLC
# MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. 6763800

**Lessee:** **City of Tehachapi**
220 W C Street
Tehachapi, CA 93561

**Lessor:** **Ford Motor Credit Company LLC**
1 American Road
Dearborn, MI 48126

The terms of this Master Equipment Lease Purchase Agreement (the "Master Agreement") are terms which will be incorporated into, and constitute a part of, one or more lease schedules executed from time to time by Lessor and Lessee (together with all attachments thereto, a "Schedule," or "Lease" or collectively, the "Schedules" or "Leases"), pursuant to which Lessee agrees to lease from Lessor, the equipment, including all additions, attachments, accessions, and substitutions thereto (the "Equipment"), described in each such Schedule. Each executed and delivered Schedule will constitute a separate, assignable obligation.

**1. TERM AND TERMINATION.** The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the earlier of (i) the date on which the Equipment listed on the Schedule is accepted by Lessee by the execution of a Delivery and Acceptance Certificate as required under Section 3 below, or (ii) the date on which sufficient moneys to purchase such Equipment are deposited for that purpose with an escrow agent (the "Commencement Date"), and, unless earlier terminated as expressly provided for in Sections 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule.

**2. LEASE PAYMENTS.** For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than 10 days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any abatement, setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**3. CONDITIONS TO LESSOR'S PERFORMANCE UNDER SCHEDULES; DELIVERY AND ACCEPTANCE OF EQUIPMENT.** (a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following: (i) if requested by Lessor, a certification satisfactory to Lessor of the Clerk or Secretary or other comparable officer of Lessee as to due authorization and approval, incumbency of officers and such other matters as Lessor may require; (ii) if requested by Lessor, an opinion of counsel to Lessee respecting such Schedule in substantially the form attached hereto as **Exhibit A** and otherwise satisfactory to Lessor; (iii) all documents, including an application for certificate of title with lien notice, as applicable, and other financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Sections 8 and 15; (iv) board minutes in a form acceptable to Lessor; (v) a copy of the executed Internal Revenue Services ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS, (vi) satisfactory proof of property and liability insurance coverage and (vii) such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor. This Master Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Master Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion, and no Lease will be binding or commence until accepted by Lessor. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(b) Lessor will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor within three days of delivery of the Equipment.

**4. WARRANTIES.** (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or supplier of the Equipment. Lessee's sole

remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer or supplier of the Equipment.

(b) DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT (1) THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, (2) LESSOR IS NOT A MANUFACTURER, DISTRIBUTOR, VENDOR OR SUPPLIER OF THE EQUIPMENT, (3) LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND (4) LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

**5. RETURN OF EQUIPMENT.** Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessor's option, return the Equipment to Lessor in good working condition, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location designated by Lessor.

**6. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are not otherwise made available in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence and provide documentation evidencing such non-appropriation satisfactory to Lessor, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under any Lease relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**7. REPRESENTATIONS AND WARRANTIES.** Lessee represents and warrants as of the date hereof, and as of the date of each Schedule, that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence; (b) Lessee is authorized under the constitution and laws of the State to enter into and agree to the terms of this Master Agreement and, as of the date of each Schedule, that Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder; (c) the execution, delivery and performance by the Lessee of this Master Agreement, and each Schedule incorporating the terms of this Master Agreement has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval, and will not result in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision or requirement, including, without limitation any applicable debt limitations; (d) each Schedule incorporating the terms of this Master Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) all required public bidding procedures, and the purchase of the Equipment covered by each Schedule have been followed by Lessee, and, as of the date of each Schedule, no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of that Schedule; (f) Lessee has made sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (g) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; (h) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default hereunder or a default under any debt, revenue or purchase obligation which it has issued or to which it is a party exists, nor has it been in default under any such obligation at any time during the past five years; (i) no lease, rental agreement or contract for purchase to which Lessee has been a party at any time during the past five years has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period; and (j) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Master Agreement or any Schedule incorporating the terms of this Master Agreement, or any other document, agreement or certificate that is used or contemplated for use in the consummation of the transactions contemplated by this Master Agreement or any Schedule.

**8. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon acceptance of the Equipment by Lessee, title to the Equipment will vest in Lessee subject to Lessor's rights under the Schedule and the terms of this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor in accordance with Section 5 hereof, if Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not exercise the purchase option prior to the Expiration Date. It is the intent of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. In order to secure all of its obligations under each Lease, Lessee hereby (a) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment covered by that Lease including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto whether now owned or hereafter acquired, and on any proceeds therefrom, (b) agrees that the applicable Lease may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory

to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to file any financing statements and to take any other action required to perfect and maintain Lessor's security interest in the Equipment.

**9. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

**10. ALTERATIONS.** Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such modifications, alterations, additions or improvements may be readily removed without damage to the Equipment.

**11. LOCATION; INSPECTION.** The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**12. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under any Schedule incorporating the terms of this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefor on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

**13. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under any Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair (with its own funds to the extent that sufficient insurance proceeds are not available for that purpose) and convey, to the extent permitted by law, a security interest in such replacement equipment to Lessor (at which time such equipment will become Equipment subject to the Lease), or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under any Schedule with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to clause (b) above with respect to less than all of the Equipment under a Schedule, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. The pro rata amount will be calculated on the basis of the Cash Price shown on the Schedule for the particular item of Equipment that has been lost, stolen, destroyed or damaged and the aggregate Cash Price of all items of Equipment under the same Schedule. Upon receipt of the Concluding Payment, Lessee shall be entitled to whatever interest Lessor has in such Equipment, in its then condition and location, without warranties of any kind.

**14. PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**15. INSURANCE.** Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment, as shown on the applicable Schedule. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment, on or before each insurance renewal date, and otherwise at Lessor's request, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof. Should Lessee fail to obtain such insurance or to provide evidence thereof to Lessor, Lessor may, but shall not be obligated to, obtain such insurance on Lessee's behalf and charge Lessee for all costs and expenses associated therewith. Without limiting the generality of the foregoing, Lessee specifically acknowledges and agrees that if Lessor obtains such insurance on Lessee's behalf, Lessee will be required to pay a monthly insurance charge. The insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine the Lease Payment amount payable by Lessee), billing and tracking fees, administrative expenses and other related fees.

**16. INDEMNIFICATION.** Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use, condition, storage, operation or return of the Equipment, or the loss of federal tax exemption of the interest on any Lease. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, penalties, interest, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, installation, ownership, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under all Schedules or the termination of the Lease Term for a Schedule for any reason.

AGENDA

**ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of any Schedule, or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may, without the Lessee's consent, assign all or any portion or portions of its rights, title and interest in and to this Master Agreement, any Schedule, the Equipment or any documents executed with respect to this Master Agreement or any Schedule, and/or grant or assign a security interest in this Master Agreement, any Schedule and the Equipment, in whole or in part, and Lessee's rights will be subordinated thereto. Lessee consents and specifically authorizes Lessor to forward any documentation and information that Lessor now has or may hereafter acquire in connection with any transaction between Lessor and Lessee, to any potential investor, rating agency and any other party involved in the sale, transfer, assignment, securitization or participation transaction involving this Master Agreement, any Schedule or the Equipment or any interest in this Master Agreement, any Schedule or the Equipment. Lessor's assignees shall have all of the rights of Lessor under any Lease with respect to the rights and interest assigned. Any such assignment to an assignee may provide that Lessor or the assignee shall act as a collection and paying agent for any assignee, or may provide that a third-party trustee or agent shall act as collection and paying agent for any assignee. Subject to the foregoing, the rights and obligations under any Lease inure to the benefit of and are binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon any assignment by Lessor, unless Lessor provides Lessee written notice to the contrary, all Lease Payments shall continue to be directed to Ford Motor Credit Company LLC ("Ford Credit"), who agrees to accept such payments for the benefit of the assignee. Lessee hereby appoints Ford Credit, or its designee, to act as its registration agent, and Ford Credit shall maintain, or cause to be maintained, a book-entry record identifying the name, address and taxpayer identification number of the owner of payments due under each Schedule, and to keep or cause to be kept a complete and accurate record of all assignments, in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees to acknowledge in writing, any assignment(s) if so requested, and to make payments directly to the new owner (assignee) if and when so directed.

**18. EVENT OF DEFAULT; WAIVERS.** Any of the following events shall constitute an "Event of Default" under any Lease: (a) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of that Lease, and any such failure continues for 10 days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it under that Lease, other than as referred to in clause (a) above; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in that Lease or in any writing ever delivered by Lessee pursuant thereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease; (e) Lessee becomes insolvent, or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee; (f) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (g) an attachment, levy or execution is threatened or levied upon or against the Equipment under that Lease. **The waiver by Lessor of any breach by Lessee of any term, covenant or condition of a Lease shall not operate as a waiver of any subsequent breach thereof or of any other Lease.**

**19. REMEDIES.** Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease or all Leases, and all remaining Lease Payments due under that Lease or all Leases during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee, at Lessee's expense, to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Lease Payments and other amounts payable by Lessee hereunder plus the then applicable Concluding Payment, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this paragraph shall not exceed the Lease Payments and other amounts otherwise due hereunder, plus the remaining Lease Payments and other amounts payable by Lessee hereunder to the end of the then current fiscal year of Lessee; (c) terminate unfunded commitments under any escrow agreement; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease(s) or to recover damages for the breach of such Lease(s) or to rescind that Lease as to any or all of the Equipment under such Lease(s). In addition, Lessee will remain liable for all covenants and indemnities under the terms of this Master Agreement and any Schedule and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. Lessor may be a purchaser at any sale of the Equipment pursuant to this Section 19. The proceeds of any sale, lease or sublease of the Equipment pursuant to this Section shall be applied as described in clause (b) above, with the balance, if any, being paid to Lessee.

**20. PURCHASE OPTION.** On the last day of the Lease Term, as well as at any time upon at least 30 days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase all (but not less than all) of Lessor's interest in the Equipment under any Schedule, at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment Date, as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under the Lease with respect to such Equipment (including the Lease Payment otherwise due, if the purchase date occurs on a Lease Payment Date). Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied.

**21. TAX COVENANTS; INDEMNITY.** (a) Tax Assumptions and Covenants. The parties assume that, and Lessor is entering into this Master Agreement and each Schedule with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in each Schedule under the column captioned "Interest Portion." Lessee covenants that (a) Lessee will execute

AGENDA

and file, or cause to be filed, with the Internal Revenue Service, the appropriate Form 8038-G or 8038-GC for each Schedule; (b) Lessee shall be the only entity or person (other than its employees within the scope of their employment) to own, use, manage or operate the Equipment during the Lease Term; (c) Lessee will not take any action which results, directly or indirectly, in any Lease being a "private activity bond" within the meaning of Section 141(a) of the Code; (d) Lessee will not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result; and (e) not take any action which results in any Lease becoming, and will take any reasonable action to prevent any Lease from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

(b) Tax Indemnity. In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within 10 days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in a Schedule is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by that Schedule to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of the Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration.

**22. MISCELLANEOUS.** (a) Notices. All notices to be given under this Master Agreement or any Schedule shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement or any Lease.

(c) Governing Law. This Master Agreement and any Schedule incorporating the terms of this Master Agreement, shall be construed in accordance with, and governed by, the laws of the state in which Lessee is located.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by a Lease.

(e) Entire Agreement; Severability. This Master Agreement, any Schedule incorporating the terms of this Master Agreement, and the other documents or instruments executed by Lessee and Lessor in connection herewith, including, without limitation, the Delivery and Acceptance Certificates referred to in Section 3, constitutes the entire agreement between the parties with respect to the lease of the Equipment, and neither this Master Agreement nor any Schedule shall be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement or any Schedule found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement or the applicable Schedule. Notwithstanding the foregoing, Lessee authorizes Lessor to insert or correct missing information in this Master Agreement and on each Schedule and related documents, including Lessee's legal name, Equipment identifying information (e.g. VIN), Equipment location, and any other information describing the Equipment.

(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement or any Schedule, in no event shall this Master Agreement or any Schedule require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

(g) Financial Statements. Lessee shall annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Master Agreement and each Schedule incorporating the terms of this Master Agreement, as may be requested by Lessor.

(h) Counterparts; Chattel Paper; Electronic Transaction. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that, to the extent that any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule, with respect to that Schedule. The parties agree that any Lease and related documents may be stored by electronic means.

**IN WITNESS WHEREOF**, the parties have executed this Master Agreement as of 11/13/2015.

| | | | |
|---|---|---|---|
| Lessee: | **City of Tehachapi** | Lessor: | **Ford Motor Credit Company LLC** |
| By: | ~~**Hannah Chung**~~ Susan Wiggins | By: | **Frank Mastrella** |
| Title: | ~~**Finance Director**~~ Mayor | Title: | **Operations Manager, Municipal Finance** |

AGENDA

# SCHEDULE 6763800 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

## AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and City of Tehachapi ("Lessee"), dated as of 11/13/2015 (the "Lease") is hereby amended as follows:

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the commencement date of this Schedule falls, in an amount not exceeding $10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than $10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 13th day of November, 2015.

| | | | |
|---|---|---|---|
| Lessee: | **City of Tehachapi** | Lessor: | **Ford Motor Credit Company LLC** |
| By: | ~~**Hannah Chung**~~ Susan Wiggins | By: | **Frank Mastrella** |
| Title: | ~~**Finance Director**~~ Mayor | Title: | **Operations Manager, Municipal Finance** |

AGENDA

## SCHEDULE NO. 6763800 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Master Agreement No. 6763800 dated as of 11/13/2015

This Equipment Schedule dated as of 11/13/2015, is being executed by Ford Motor Credit Company LLC ("Lessor"), and City of Tehachapi ("Lessee"). The terms and provisions of the Master Agreement between Lessor and Lessee referenced above (other than to the extent that they relate solely to other Schedules or Equipment under other Schedules) are hereby incorporated by reference and made a part hereof. All terms used herein have the meanings ascribed to them in the Master Agreement.

Lessor hereby leases to Lessee pursuant to this Schedule, and Lessee hereby accepts and leases from Lessor, subject to and upon the terms and conditions set forth herein (including any attachments hereto), the following items of Equipment:

| QUANTITY | DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.) | CASH PRICE | SUPPLIER NAME |
|---|---|---|---|
| 3 | 2016 Ford Interceptor Utility w/ upfit & Maint., 1FM5K8ARXGGA52390, 1FM5K8AR1GGA52391, 1FM5K8AR3GGA52392 | **$142,647.36** | Kieffe and Sons Ford |
| | | | |

**EQUIPMENT LOCATION:** Police Department, 220 W C Street, Tehachapi, CA, 93561

| | |
|---|---|
| **COMMENCEMENT DATE** (the date on which the Equipment is accepted by Lessee by the execution of a Delivery and Acceptance Certificate): **11/13/2015** | **INITIAL TERM: 36 months**<br>**LEASE PAYMENTS: 3** Consecutive Annual in Advance Payments of $50,265.76 each (including interest), due under this Schedule. See **Attachment 1** hereto. |

**Representations, Warranties and Covenants.** Lessee hereby represents warrants and covenants as follows:

a) The representations, warranties and covenants of Lessee set forth in the Master Agreement are true and correct on the Commencement Date for this Schedule as though made on that Date.

b) The execution, delivery and performance by Lessee of this Schedule has been duly authorized by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

**EXECUTED** as of the date first herein set forth.

Lessee: **City of Tehachapi**

By: _____
~~**Hannah Chung**~~ Susan Wiggins
Title: ~~**Finance Director**~~ Mayor

Lessor: **Ford Motor Credit Company LLC**

By: _____
**Frank Mastrella**
Title: **Operations Manager, Municipal Finance**

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper; no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

AGENDA

**ATTACHMENT 1**
**TO**
**SCHEDULE NO. 6763800 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

**LEASE PAYMENT SCHEDULE**

Master Lease No.: **6763800**

**Interest Rate: 5.50%, Underwriting Fee: $425.00**

**Commencement Date of Schedule: 11/13/2015**

| Lease Payment Number | Lease Payment Date | Lease Payment | Interest Portion | Principal Portion | Concluding Payment |
|---|---|---|---|---|---|
| | | | | | 143,072.36 |
| 1 | 11 / 13 / 2015 | 50,265.76 | 0.00 | 50,265.76 | 92,806.60 |
| 2 | 11 / 13 / 2016 | 50,265.76 | 5,104.36 | 45,161.40 | 47,645.20 |
| 3 | 11 / 13 / 2017 | 50,265.76 | 2,620.56 | 47,645.20 | 1.00 |
| TOTALS | | 150,797.28 | 7,724.92 | 143,072.36 | |

AGENDA

FORD CREDIT

Ford Motor Credit Company LLC
1 American Road, MD 7500
Dearborn, MI 48126

# DELIVERY AND ACCEPTANCE CERTIFICATE

| Master Lease Date | Master Lease No. | Date of Schedule 6763800 | Delivery Number |
|---|---|---|---|
| 11/13/2015 | 6763800 | 11/13/2015 | 1 |

In accordance with Section 3 of the Master Equipment Lease-Purchase Agreement (the "Master Agreement") executed by Lessee and Lessor, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

(1) All of the Equipment (as such term is defined in the Master Agreement) described below has been delivered, installed and accepted on the date hereof.

EQUIPMENT INFORMATION

| Quantity | Description (Manufacturer, Model, Serial Number) | Supplier Name |
|---|---|---|
| 3 | 2016 Ford Interceptor Utility w/ upfit & Maint., 1FM5K8ARXGGA52390, 1FM5K8AR1GGA52391, 1FM5K8AR3GGA52392 | Kieffe and Sons Ford |

(2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Agreement.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default under any Lease (as those terms are defined in the Master Agreement) exists at the date hereof.

(5) We acknowledge that Lessor is neither the vendor (supplier) nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment. Nothing in this acknowledgement affects any rights Lessee may have against a manufacturer or supplier of the Equipment.

(6) The serial number for each item of Equipment that is set forth on the Equipment Description contained in the Schedule is correct.

**LESSEE: City of Tehachapi**

BY: _____

Chief of Police
(Title)

**DATE ACCEPTED:** _____

AGENDA

# INSURANCE FACT SHEET

Lessee Name: City of Tehachapi Lessee Schedule No.: **6763800**

Address: Police Department, 220 W C Street, Tehachapi, CA 93561

Telephone No.: (661) 822-2222

Equipment: (3 )2016 Ford Interceptor Utility w/ upfit & Maint., 1FM5K8ARXGGA52390, 1FM5K8AR1GGA52391, 1FM5K8AR3GGA52392

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## Complete at least one of the following steps:

**Step 1. Provide an insurance binder with the following required coverage.**

- Certificate of Insurance or Declaration Page shown in the name of the Lessee listed above
- Liability and Physical Damage on all vehicles and equipment, Liability and Property Damage on all other Equipment
- Ford Motor Credit Company LLC named as Loss Payee and Additional Insured.
- Minimum of $1,000,000 public liability coverage or the State maximum (if lower) is required.
- Year, Make, Model and VIN#

**Step 2. If no binder is provided, complete the following insurance company information and sign form.**

Insurance Company: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone: _____ Agent Name: _____

Policy No.: _____ Expiration Date: _____

Liability: $_____ Property Damage: $ _____ Physical Damage: $_____

**Step 3. If you are self-insured for any coverage, please provide the following information and sign.**

Name of insurance pool/fund: _____

Self-insured Liability $_____ Self-Insured Property: $_____

Self-Insured Physical: $_____ Expiration Date: _____

## Sign to acknowledge the provided insurance information is correct:

Signature: _____

Hannah Chung, Finance Director

**AGENDA**

The following is information you will need to complete the attached IRS form 8038-GC. Instructions can be found at www.irs.gov/pub/irs-pdf/i8038gc. Please see your tax professional if you have any questions regarding the completion of this form.

| | |
|---|---|
| Vendor's Name: | Ford Motor Credit Company LLC |
| Vendor's employer Identification Number: | 38-1612444 |
| Issue Price: | $92,806.60 |
| Issue Date: | 11/13/2015 |

Please complete the form, sign and return a copy to Ford Credit with your other loan documents.

Once completed, you must file the original with the IRS at the address listed in the Instructions.

AGENDA

Form **8038-GC**

(Rev. January 2012)

Department of the Treasury
Internal Revenue Service

# Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

**Caution:** *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

## Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name

2 Issuer's employer identification number

3 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

4 City, town, or post office, state, and ZIP code

5 Report number *(For IRS Use Only)*

6 Name and title of officer or legal representative whom the IRS may call for more information

7 Telephone number of officer or legal representative

## Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐.

| | | |
|---|---|---|
| 8a Issue price of obligation(s) (see instructions) | 8a | |
| b Issue date (single issue) **or** calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ | | |
| 9 Amount of the reported obligation(s) on line 8a that is: | | |
| a For leases for vehicles | 9a | |
| b For leases for office equipment | 9b | |
| c For leases for real property | 9c | |
| d For leases for other (see instructions) | 9d | |
| e For bank loans for vehicles | 9e | |
| f For bank loans for office equipment | 9f | |
| g For bank loans for real property | 9g | |
| h For bank loans for other (see instructions) | 9h | |
| i Used to refund prior issue(s) | 9i | |
| j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) | 9j | |
| k Other | 9k | |

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐

12 Vendor's or bank's name:

13 Vendor's or bank's employer identification number:

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

**Paid Preparer Use Only**

| Print/Type preparer's name | Preparer's signature | Date | Check if self-employed ☐ | PTIN |
|---|---|---|---|---|
| Firm's name ▶ | | | Firm's EIN ▶ | |
| Firm's address ▶ | | | Phone no. | |

## General Instructions

*Section references are to the Internal Revenue Code unless otherwise noted.*

### What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038.* Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

### Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-exempt Governmental Obligations.

**Filing a separate return for a single issue.** Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the Issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

AGENDA

FORD CREDIT

| Invoice | | | |
|---|---|---|---|
| Invoice Date: November 9, 2015 | | | |
| Lessee: | **City of Tehachapi**<br>**Police Department**<br>**220 W C Street**<br>**Tehachapi, CA 93561** | | |
| Lease Schedule No. | **Payment Due Date** | Description | Payment Amount |
| 6763800 | **11/13/2015** | (3) 2016 Ford Interceptor Utility w/ upfit & Maint., 1FM5K8ARXGGA52390, 1FM5K8AR1GGA52391, 1FM5K8AR3GGA52392 | $50,265.76 |
| | | Underwriting Fee | $000.00 |
| | | **Total Amount Due:** | **$50,265.76** |

**Payment Options:**

Payment by check:
Make check payable to "Ford Motor Credit Company LLC" and attach to the original signed documents or remit to:

Ford Motor Credit Company LLC
Attn: Municipal Finance
1 American Road, MD 7500
Dearborn, MI 48126

Payment by ACH Credit or Wire Transfer:
Send to Comerica Bank, 39200 West Six Mile Road Livonia, MI 48152-07539

ABA Routing No.: 072 000 096
For Credit to: Ford Motor Credit Company, Municipal Finance Clearing Account
Account No.: 107 613 438 4
Reference your lease number **6763800** and **City of Tehachapi** in the OBI section

**Customer Service: (800) 241-4199, extension 15**
**Email: fcmuni@ford.com**

AGENDA

CITY OF TEHACHAPI CALIFORNIA

# COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD:_____

CITY MANAGER:_____

**MEETING DATE:** NOVEMBER 16, 2015 **AGENDA SECTION:** CITY MANAGER

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

**FROM:** **GREG GARRETT, CITY MANAGER**

**DATE:** **NOVEMBER 10, 2015**

**SUBJECT:** **NON-COMMERCIAL HANGAR RENTAL AGREEMENT – HANGAR 50W**

## BACKGROUND

The City of Tehachapi owns hangar 50W located at the Tehachapi Municipal Airport and was recently approached by Bob West for rental of the hangar. Mr. West is requesting a new Non-Commercial Hangar Rental Agreement with a term starting on November 15, 2015.

## FISCAL IMPACT

Rental Payment:

$470.00/month

$5640.00/year

## RECOMMENDATION

**APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 50W BETWEEN THE CITY OF TEHACHAPI AND BOB WEST**

# NONCOMMERCIAL HANGAR RENTAL AGREEMENT
## (Tehachapi Airport Hangar 50W)

**THIS AGREEMENT,** hereinafter referred to as this "Agreement", is made and entered into this sixteenth day of November, 2015, by and between the CITY OF TEHACHAPI, hereinafter referred to as "Landlord", and Robert B. West, hereinafter referred to as "Tenant".

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **PREMISES:**

Landlord does hereby demise and lease to Tenant, and Tenant hereby hires from Landlord, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly, Hangar #50W.

2. **TERM:**

The term of this Agreement shall be from month to month, commencing on November 15, 2015. Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other.

3. **RENTAL CONSIDERATION:**

As and for rental, Tenant shall pay to Landlord, the sum of $470.00 per month payable in advance on the first day of each month commencing November 15, 2015. Landlord may increase the rental at any time upon thirty (30) days prior written notice to the Tenant.

4. **INTEREST:**

If the payments required herein are not paid within five (5) days after they become due, then, in addition to such sums as are then due, Tenant shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

5. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the Tenant for one or more of the following purposes: aircraft storage, maintenance, repair, restoration, and for the construction of aircraft to be certified in the experimental category; provided that such aircraft are owned or leased by Tenant or a partnership or other business association approved by the City Manager or his designated representative in which Tenant is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by Landlord pursuant to Paragraph 23; and provided further, that Tenant shall conduct no activity for profit or commercial purpose under this lease.

(b) Tenant shall not do or permit any act or thing to be done upon the premises which constitutes a nuisance or which may disturb the quiet enjoyment of Landlord or any tenant of Landlord on adjacent or neighboring property. Tenant shall abate or cure any nuisance on the demised premises or for which Tenant is responsible within ten (10) days after written notice thereof from Landlord. In the event Tenant has not taken corrective action within ten (10) days, Landlord may take any action necessary to abate or cure such condition at Tenant's sole cost and expense, without further written notice and Landlord shall have no liability to Tenant therefor nor for any damages to the premises or to the hangar or to property therein or thereon. Notwithstanding the foregoing, if any such nuisance creates, in Landlord's reasonable determination, a condition immediately hazardous to health or safety, Landlord may immediately, without written notice to Tenant, enter the premises to abate or cure the condition at Tenant's sole cost and expense and Landlord shall have no liability to Tenant therefor nor for any damage

to the premises or to the hangar or to property therein or thereon. Tenant shall reimburse Landlord in full within thirty (30) days of the date of an invoice from Landlord to Tenant for the cost of same and any delinquency in the payment thereof shall accrue interest at the rate of ten percent (10%) per annum.

(c) The use of combustible chemicals or cleaning solvents, stripping or painting, or welding or repair to any aircraft on the demised premises are allowed only to the extent permitted under all applicable federal, state and local regulation governing the use of hazardous materials and equipment, and only in a manner consistent with such regulation.

6. **CONDITION OF PREMISES:**

Tenant has inspected the demised premises and knows the extent and condition thereto and accepts same in its present condition, AS IS, subject to and including all defects, latent and/or patent.

7. **SAFETY:**

Any area that is within the control of the Tenant at the airport shall be kept clear of accumulation of oil, grease, fuel, trash and debris which are potential fire, environmental, or safety hazards, and Tenant shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

8. **ALTERATIONS:**

Tenant shall not construct any improvements or make any alterations of any kind (whether permanent or otherwise) on the demised premises without the written consent of the City Manager or designated representative first being obtained.

9. **SIGNS:**

Tenant shall not construct or place or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the premises without Landlord's prior written consent thereof. Tenant further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in Landlord's opinion are offensive or otherwise objectionable. If Tenant fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from Landlord, Landlord reserves the right to re-enter the premises and remove them at Tenant's expense.

10. **UTILITY EXTENSION OR MODIFICATION:**

Tenant shall pay any and all expenses that may be incurred in obtaining the extension of public utility services to the demised premises from existing facilities or any modification of same.

11. **UTILITIES:**

Tenant agrees to pay during the term of this Agreement all utilities used by Tenant. The term "utilities" as used herein shall include, but is not limited to, gas, electricity, sewer, water, telephone, and trash and refuse disposal service.

12. **MAINTENANCE:**

Tenant agrees to provide maintenance, repair, and upkeep on any structures situated on the demised premises and any grounds around the structures in a good, clean, sanitary and safe condition.

13. **FAILURE TO REPAIR:**

In the event Tenant shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days of a written notice from Landlord, or in the event that Tenant fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, Landlord may perform or cause to be performed such repair or maintenance work and add the cost thereof to the installments of rent due for this Agreement as a charge to Tenant.

14. **COMPLIANCE WITH LAW:**

Tenant shall, at its expense, promptly comply with any and all laws, ordinances, rules, regulations, requirements and orders whatsoever, present or future, of the national, state, county, or city governments which may in any way apply to the use, maintenance, or occupation of, or operations on the demised property.

15. **RIGHT OF INSPECTION:**

Landlord shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and Tenant's operations thereon. Landlord reserves all rights in and with respect to the premises, not inconsistent with Tenant's use of the premises as in the Agreement provided, including (without limiting the generality of the foregoing) the right of Landlord to enter upon the premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as Landlord may deem desirable in connection with the development or use of the demised premises or any other property on the airport or in the neighborhood of the premises.

16. **INDEMNIFICATION:**

Tenant agrees to indemnify, defend, and save hold harmless Landlord, its Council members, officers, employees, and agents and each of them, from any and all liability thereunder.

17. **WORKERS COMPENSATION:**

Tenant agrees to observe and obey the Workers' Compensation Act of the State of California as from time to time amended, and will indemnify and save and hold harmless Landlord from any and all liability hereunder.

18. **TAXES AND ASSESSMENTS:**

Tenant agrees to pay all taxes and/or assessments levied by any governmental agency upon any interest acquired by Tenant under the terms of this Agreement. Providing further, that Tenant is aware that certain possessory interests may be created by entering into this Agreement and that Tenant will be subject to the payment of property taxes levied on such interest.

19. **LIABILITY INSURANCE:**

Tenant, in order to protect Landlord, its officers, Council members, employees, and agents against all claims and liability for death, injury, loss, and damage as a result of Tenant's use, occupancy and/or operation of the demised premises or in a connection therewith, shall secure and maintain in force during the entire term of this Agreement and covering all Tenant's operations and activities on the airport, a Comprehensive General Liability insurance policy in the amount of $ 500,000 with a reliable insurance carrier approved by the City and authorized to do such public liability and property damage insurance business in the State of California. Said policies of insurance:

(a) shall expressly name Landlord, Council persons, agents, officers, and employees

as additional insured; and

(b) shall be primary insurance as regards any other valid and collectible insurance Landlord possesses, and any other insurance that Landlord may possess shall be considered excess insurance only: and

(c) shall contain a sever ability of Interest or cross liability clause, which is to say, such policy shall act as though a separate policy were written for each insured and additional named insured in the policy; and

(d) shall not be subject to cancellation and/or coverage reduction without thirty (30) day's prior written notice to Landlord.

Within ten (10) days from the date of the Agreement, Tenant shall file with the City Manager a duly certified Certificate of Insurance evidencing that the hereinabove mentioned public liability and property damage (and hangar-keeper liability, where applicable) provisions have been complied with, and setting forth that Landlord, its councilpersons, agents, officers, and employees are named as additional insured. In the event that Tenant shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to Landlord, Landlord may, in Landlord's sole discretion, (1) procure
the same, pay the premium therefor, and collect same with the next payment of rental due from Tenant, or (2) terminate this Agreement pursuant to Paragraph 26 hereof.

20. **LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:**

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreements between the Landlord and the United States relative to the development, operation or maintenance of the Airport.

21. **AERONAUTICAL RESTRICTIONS:**

(a) There is hereby reserved to Landlord for the use and benefit of the public a right of flight for the passage of aircraft in the air space above the surface of the demised premises. This public right of flight shall include the right to cause in said air space any noise inherent in the lawful operation of any aircraft used for navigation or flight through the said air space or landing at, taking off from, or operation on the Tehachapi Airport.

(b) Tenant shall not erect or permit the erection of any structure, building, or object of natural growth or other obstructions on the demised premises above the maximum elevation permitted by the Federal Aviation Administration. In the event the aforesaid covenant is breached, same shall be deemed a nuisance and a material breach of this Agreement and City shall have all rights described under Paragraph 6 (b) to abate the nuisance and City shall have all other rights and remedies available at law or in equity.

(c) Tenant shall not make use of the demised premises in any manner, which might interfere with lawful air navigation and communication, the landing or taking off of aircraft from Tehachapi Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, Landlord reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of Tenant.

(d) Landlord reserves the right to further develop or improve the landing area at the Tehachapi Airport as it sees fit regardless of the desires or views of Tenant, and without interference or hindrance.

(e) Landlord reserves the right, but shall not be obligated to Tenant, to maintain and keep in repair the landing area at the Tehachapi Airport and all publicly owned facilities at the airport, together with the right to direct and control all activities of the Tenant in this regard. Provided, however, that in the event of the taxiways or runways at the airport are determined to be unfit for aeronautical use by the Federal Aviation Administration or by Landlord or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be

operated as an airport, then this Agreement may be terminated by Tenant, at its option, by its giving of at least thirty (30) days written notice thereof Landlord.

(f) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

22. **SUBLETTING:**

(a) Tenant shall not assign this Agreement or sublet the premises, or any part thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld but may be reasonably conditioned to include but not be limited to the following:

(i) Any assignment or sublease shall be in writing and shall provide that the assignee or subleasee shall agree to and be bound by all of the terms and conditions of the Agreement;

(ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 19, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and

(iii) Such rental adjustment as determined by Landlord in its sole discretion.

(b) In the event of an attempted assignment or subletting in violation of the foregoing provisions, then in addition to any and all other rights and remedies available to it, the Landlord may, at its option, by written notice to the Tenant, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Agreement and all rights and interest of Tenant and all other persons hereunder pursuant to Paragraph 26. Any consent by the Landlord to any assignment or sublease, shall not be deemed or construed as a consent to any different or subsequent assignment or sublease. The remedies available herein are cumulative with all other remedies available under this Agreement or at law or in equity and the exercise of any remedy herein or under this Agreement or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Agreement or at law or in equity.

23. **RIGHT OF INGRESS AND EGRESS:**

Tenant shall have the reasonable right-of-way over property owned and controlled by Landlord for ingress thereto and egress there from for pedestrian, vehicular, and air travel, together with the right to use in common with other Tenant's or licenses or Landlord the airplane landing field adjacent to the demised premises. None of these rights are exclusive but shall be exercised in common with and subject to possible similar rights of other users of the airport. All the forgoing is subject to such reasonable rules and regulations as the Landlord or its authorized agents may make from time to time. Such rules and regulations, however, shall be reasonable and shall not conflict in any way with similar rules and regulations adopted from time to time by the Federal Aviation Administration or its successor.

24. **BANKRUPTCY:**

In the event that (a) Tenant shall file a voluntary petition in bankruptcy or shall be adjudged a bankrupt in any voluntary bankruptcy proceeding; (b) any voluntary or involuntary proceeding for the reorganization of Tenant shall be instituted by anyone other than Tenant under any of the provisions of the bankruptcy laws of the United States; or (c) a receiver or judicial trustee or custodian shall be appointed for Tenant, or any lien or any writ of attachment, garnishment, execution or distrait shall be levied upon any Tenant's rights or interest under this Agreement; or (d) there shall be any other assignment of any Tenant's rights or interests under this Agreement by operation of law, then in addition to any and all other rights and remedies available to it, Landlord may, at its option by written notice to Tenant, terminate this Agreement

and all rights and interest of Tenant and all other persons under this Agreement. The term "Tenant", as used in this paragraph, includes any individual, partnership, or corporation who is a Tenant hereunder, even though several individuals, partnership, or corporations are such, and includes each partner of any partnership, which is Tenant hereunder.

25. **WAIVER OF BREACH:**

The waiver by Landlord of any breach by Tenant of any provision contained herein shall not be deemed to be a continuing waiver of such provision, or a waiver of any other prior of subsequent breach thereof, or a waiver or any breach of any other provisions contained herein.

26. **BREACH:**

(a)In the event of a breach by Tenant of any term, condition, or agreement herein contained (except for the payment of rental or any other cash sums, in which event, Tenant shall have five (5) days to cure) Tenant shall have thirty (30) days to cure the breach after written notice has been given to Tenant by Landlord, provided however that if any such breach cannot be reasonably cured within thirty (30) days of such notice, then Tenant shall have commenced reasonable efforts to cure same within said period. In the event of Tenant's failure to cure or commence the cure of any such breach within thirty (30) days, or, in the case of the failure to pay rental or other compensation, within five (5) days, this Agreement and all privileges herein granted shall be terminated and be of no further force or effect, and Tenant shall immediately surrender to Landlord possession of the premises, and Lessor shall have all other remedies available at law and in equity under this Agreement. Notwithstanding the foregoing, in the event Tenant allows a nuisance to exist on the premises as described in Paragraph 5 of this Agreement, Tenant shall abate the nuisance as required therein and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 5. Providing further, that in the event Tenant breaches this Agreement and abandons the property before the end of the term, if Tenant's right to possession is terminated by Landlord because of breach of this Agreement, Landlord shall have the right to recover damages from Tenant as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by Landlord of any term, condition, or agreement herein contained, that deprives Tenant in any manner, in whole or part, of its quiet enjoyment of the demised premises or its right to utilize them fully as described in Paragraph 5 hereof, or of its rights of ingress and egress described in Paragraph 23 hereof, Tenant shall not be obligated to Landlord for any rental payments otherwise due and payable for the period of such breach.

27. **NEGATION OF PARTNERSHIP:**

Landlord shall not become or be deemed a partner or joint venture with Tenant or in any other relationship with Tenant other than that of landlord and tenant by reason of the provisions of this Agreement nor shall Tenant for any purpose be considered an agent, officer, or employee of Landlord.

28. **SURRENDER OF PREMISES:**

On the last day of the term, or extension thereof, or sooner termination of this Agreement, Tenant shall peaceably and quietly leave, surrender and yield up to the Landlord the demised premises in as good condition and repair as at the commencement of Tenant's occupancy, reasonable wear and tear thereof excepted.

29. **ENTIRE AGREEMENT:**

This Agreement contains all agreements of the parties with respect to the subject matter described herein. No prior agreements or understandings whether oral or in writing pertaining to any such matter shall be effective or of any force or effect.

30. **VENUE AND GOVERNING LAW:**

This agreement is made, entered into and is to be performed in Kern County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

31. **COVENANTS AND CONDITIONS:**

Each provision of this Agreement performable by Tenant shall be deemed both a covenant and a condition.

32. **TIME OF THE ESSENCE:**

Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

33. **SEVERABILITY:**

If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall in no way be affected thereby and same shall remain in full force and effect.

34. **AUTHORIZED AGENT OF Landlord:**

The City Manager of the City of Tehachapi is the duly authorized agent of Landlord for purposes of this Agreement, and as to any obligations assumed herein by Tenant, they shall be performed to the satisfaction of the City Manager.

35. **NOTICES:**

All notices required or permitted under this Agreement or at law shall be deemed to be given when personally served on the party to be noticed or when deposited in the United States mail, Registered or Certified, postage prepaid and addressed as follows:

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

TO Tenant: Robert B. West
24251 Willow Pass Drive
Tehachapi, CA 93561
805-276-0046
rbrucewest@hotmail.com

Any party may change its or their address by providing notice of same in the manner herein prescribed.

36. **BINDING:**

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

37. **CAPTIONS:**

The captions appearing in this Agreement are for convenience only, are not part of this Agreement and shall not be considered in interpreting this Agreement.

38. **AMENDMENTS:**

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

39. **ATTORNEY'S FEES:**

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

40. **RECORDATION:**

Tenant acknowledges its understanding that the law of the State of California authorizes Landlord to record this Agreement or a memorandum of same. In that regard, Tenant agrees to execute a memorandum of this Agreement for the purposes of recordation in such reasonable form and content as may be proposed by Lessor.

41. **COUNTERPARTS:**

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

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Landlord:

CITY OF TEHACHAPI

**By:**_____ **By:**_____

Mayor of the City of Tehachapi, California

Robert B. West