

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
Tuesday, January 19, 2016 - 6:00 P.M.**

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

CALL TO ORDER

ROLL CALL

INVOCATION

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

PLEDGE TO FLAG

CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT

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

AUDIENCE ORAL AND WRITTEN COMMUNICATIONS

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

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

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

Tuesday, January 19, 2016- 6:00 P.M. - PG. 2

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 01-16

Tehachapi City Council Unassigned Ord. No. 16-01-731

Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-16

Tehachapi Public Financing Authority Unassigned Res. No. 01-16

- *2. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on December 21, 2015 – **APPROVE AND FILE**
- *4. Destruction of Records – **ADOPT A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN CITY RECORDS SUBJECT TO APPROVAL BY THE CITY CLERK AND CITY ATTORNEY**
- *5. Janitorial Services Agreement – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CUSTOMIZED CUSTODIAL SERVICES INC. AND AUTHORIZE THE MAYOR TO SIGN**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for December 16, 2015 through January 12, 2016 – **AUTHORIZE PAYMENTS**
- *7. City of Tehachapi Treasurer's Report through December, 2015 – **RECEIVE REPORT**
- 8. Resolution of the Board of Directors to the Tehachapi Redevelopment Successor Agency to approve a loan agreement for fiscal year 2015-16 administrative costs between the City and the Successor Agency for the use of City staff, facilities, and other resources for the administration and operations of the Successor Agency – **ADOPT A RESOLUTION APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2015-16 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**
- 9. Resolution of the City Council to approve a loan agreement for fiscal year 2015-16 administrative costs between the City and the Successor Agency for the use of City staff, facilities, and other resources for the administration and operations of the Successor Agency – **ADOPT A RESOLUTION APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2015-16 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH**

PUBLIC WORKS DIRECTOR REPORTS

- 10. Snyder Well Project Joint Agencies Agreement between the City of Tehachapi, Tehachapi Cummings County Water District and the Tehachapi Unified School District to purge high nitrate concentrations – **APPROVE THE SNYDER WELL PROJECT JOINT AGENCIES AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN**

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

Tuesday, January 19, 2016- 6:00 P.M. - PG. 3

DEVELOPMENT SERVICES DIRECTOR REPORTS

11. Rights-of-way on Dennison and Valley – **APPROVE THE AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF TEHACHAPI AND NUNES-HASTINGS, HILMAR, LLC FOR THE ACQUISITION OF ROAD RIGHT-OF-WAY ON DENNISON RD AND VALLEY BLVD AFFECTING ASSESSOR PARCEL NO. 415-020-07, 415-020-14, AND 415-020-16 AND AUTHORIZE THE MAYOR TO SIGN; AUTHORIZE THE MAYOR TO SIGN ADDITIONAL ESCROW DOCUMENTS AND CERTIFICATE OF ACCEPTANCE AS NEEDED TO COMPLETE THE ACQUISITION**

12. Development agreement with PT1 Ventures, LLC and consultant agreement with Lisa Wise Consulting to prepare the Oak Tree Village Specific Plan – **APPROVE TWO AGREEMENTS, COLLECTIVELY, FOR THE DEVELOPMENT OF THE OAK TREE VILLAGE SPECIFIC PLAN AND ASSOCIATED ENVIRONMENTAL IMPACT REPORT: (1) AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PT1 VENTURES, LLC AND AUTHORIZE THE MAYOR TO SIGN; (2) AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND LISA WISE CONSULTING AND AUTHORIZE THE MAYOR TO SIGN**

- *13. Minor engineering support services agreements from August 12, 2012 through current – **INFORMATION ONLY**

ASSISTANT CITY MANAGER REPORTS

14. Southwest Diagonal Taxiway Rehabilitation Project – **CANCEL THE SOUTHWEST DIAGONAL TAXIWAY RECONSTRUCTION PROJECT AND NOTIFY THE FAA AND CALTRANS AERONAUTICS OF THE CITY'S CANCELLATION OF THE PROJECT AND ASSOCIATED FUNDING**

CITY MANAGER REPORTS

- *15. Non-commercial hangar ground lease agreement – **APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND KENNETH WRIGHT & ANILU MEDERA FOR HANGAR 02E & 03E AND AUTHORIZE THE MAYOR TO SIGN**

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

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

ADJOURNMENT

MINUTES

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

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Tori Marsh</p> <p>Present: Mayor Pro-Tem Nixon, Councilmembers Grimes, Smith and Wahlstrom</p> <p>Absent: Mayor Wiggins</p> <p><u>INVOCATION</u></p> <p>By Nathan Hiner Associate Pastor Country Oaks Baptist Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Grimes</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. General public comments regarding matters not listed as an agenda item were received from: <ol style="list-style-type: none"> a. LeAnn Williams, District Manager Tehachapi Valley Recreation and Parks District, accepted bid for Meadowbrook Park Dog Park b. James Roberts, City Resident, asked about the Airport. 	<p>Approved Consent Agenda Sm/Gr Motion Carried Ab Wi</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------

ACTION TAKEN

CITY CLERK REPORTS

- *2. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *3. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on December 7, 2015 - **APPROVED AND FILED.**

All Ord. Read By Title Only

Approved & Filed
 Sm/Gr Motion Carried
 Ab Wi

FINANCE DIRECTOR REPORTS

- *4. Disbursements, bills and claims for December 3, 2015 through December 15, 2015 – **AUTHORIZED PAYMENTS**
- *5. City of Tehachapi Treasurer’s Report through November 2015 – **RECEIVED REPORT**

Authorized Payments
 Sm/Gr Motion Carried
 Ab Wi

Received Report
 Sm/Gr Motion Carried
 Ab Wi

POLICE CHIEF REPORTS

- 6. Lead Dispatcher & Police Technician (Dispatcher) Classification Descriptions and Salary Plan – **POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; APPROVED RESOLUTION 68-15 ESTABLISHING THE SALARY PLAN FOR EACH POSITION CLASSIFICATION IN CITY SERVICE AND REPEALING RESOLUTION NO. 51-15; IN ADDITION, WORDING IN THE JOB APPLICATION IS TO REFLECT BILINGUAL IS DESIRABLE**

Approved Resolution 68-15
 Establishing The Salary Plan For
 Each Position Classification In
 City Service And Repealing
 Resolution No. 51-15 In
 Addition, Wording In The Job
 Application Is To Reflect
 Bilingual Is Desirable
 Gr/Sm Motion Carried
 Ab Wi

ASSISTANT CITY MANAGER REPORTS

- 7. Water Rate Study – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; OPENED HEARING AT 6:40PM; GEORGE SANDY CITY RESIDENT SPOKE IN OPPOSITION TO THE WATER RATE INCREASE; SCOTT BAKER BUSINESS OWNER SPOKE IN OPPOSITION TO THE WATER RATE INCREASE; KIM CUMMINGS CITY RESIDENT SPOKE ABOUT THE WATER SITUATION; ; BARBARA REYNOLDS CITY RESIDENT ASKED ABOUT STUDIES OF COSTS PASSED ON TO THE CONSUMER; JAMES ROBERTS CITY RESIDENT COMMENTED ON THE WATER RATE INCREASE; GEORGE SANDY CITY RESIDENT ASKED ABOUT THE WATER INCREASE; CLOSED HEARING AT 7:06PM; APPROVED RESOLUTION 69-15 INCREASING WATER RATES AND PROVIDING FOR ANNUAL INCREASES THEREAFTER**

Approved Resolution 69-15
 Increasing Water Rates And
 Providing For Annual Increases
 Thereafter
 Sm/Gr Motion Carried
 Ns Wa
 Ab Wi

CITY MANAGER REPORTS

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

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

- 1. Councilmember Grimes announced he was reappointed to Policy Committee on the league of Cities.

2. Mayor Pro Tem Nixon commented on the success of Shop With A Cop Program and thanked the Police Chief on his efforts.

ADJOURNMENT

The City Council/Boards adjourned at 7:30pm 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, January 4, 2016, at 6:00p.m.

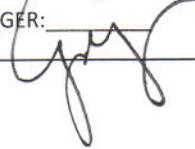
TORI MARSH
City Clerk, City of Tehachapi

Approved this ___ day
Of _____, 2015.

SUSAN WIGGINS
Mayor, City of Tehachapi



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

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

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JANUARY 11, 2016

SUBJECT: DESTRUCTION OF RECORDS

BACKGROUND

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

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

RECOMMENDATION

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

RESOLUTION NO.

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

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

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

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a regular meeting this 19th day of January 2016.

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 January 19, 2016.

TORI MARSH
City Clerk of the City of Tehachapi, California

CITY ATTORNEY APPROVAL:

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

THOMAS F. SCHROETER, City Attorney

Exhibit "A"

Box	Retention	Code
<u>Box 1</u>		
Oath of Office for Stephen Valdez 1956	T+6	GC34090; 29 USC 1113
John Stewart Statement of Economic Interest 1974	T+7	GC81009(e)
Edward Spacke 1952 Correspondence	CU+2	GC34090
Marvin Cragin-Planning Commissioner 1983		
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113
General Correspondence	CU+2	GC34090
William Blair-Planning Commissioner 1988		
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113
General Correspondence	CU+2	GC34090
Karl Backes-Planning Commissioner 1986		
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113
General Correspondence	CU+2	GC34090
Franklin Tharp-Council Member 1986		
Campaign Statement	CU+2	GC34090
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113
General Correspondence	CU+2	GC34090
Vicki Sims-Council Member 1988		
Campaign Statement	CU+2	GC34090
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113
General Correspondence	CU+2	GC34090
John Rombouts-Council Member 1996		
Campaign Statement	CU+2	GC34090
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113
General Correspondence	CU+2	GC34090
Nomination Papers	E+4	EC 17100 GC8100(c)
John Rombouts-Council Member 2000		
Campaign Statement	CU+2	GC34090
Candidate's Statement	E+4	
Statement of Economic Interest	T+7	GC81009(b)
Oath of Office	T+6	GC34090; 29 USC 1113

General Correspondence	CU+2	GC34090
Nomination Papers	E+4	EC 17100 GC8100(c)
Working papers, correspondence on Mountain View and Tehachapi Convalescent Home easement issue 1990	CU+2	GC34090
Bids for painting interior of City Hall 1998	CL+2	GC34090(d)
City Hall Correspondence and Copies 2001	CU+2	GC34090
Community Enhancement and Development Coordinating Committee 2000	CU+2	GC34090
RFQ's for City Engineer 1985	CL+2	GC34090
Community Clean Up Days 1999 Correspondence, Copies	CU+2	GC34090
news articles 2000	CU+2	GC34090
California League of Cities Correspondence 2000	CU+2	GC34090
Correspondence Mercury Graphics re: City letterhead 1998	CU+2	GC34090
Pacific Resources Correspondence 1999	CU+2	GC34090
Permit Process Improvement Team 1999	CU+2	GC34090
CalPers Handouts 1998	CU+2	GC34090
KCAC Meeting Materials 1998	CU+2	GC34090
JEA & Associates Correspondence 2000	CU+2	GC34090
<u>Box 2</u>		
Storm Water Sampling 1996-1998	CU+12	40 CFR 141.91
Oath of Office Kathie Mikulovsky 2008	T+6	GC34090; 29 USC 1113
Copies of Water Well CEQA Worksheets 2005	CU+2	GC34090;
		CCP 343. 349 et seq; GC
Proof of Publication 2007	CU+5	911.2; GC 34090
Rebecca's copies of notes and memos 1987	CU+2	GC34090
Conflict of Interest Code Copies	CU+2	GC34090
Copies of Reports mailed to the Dept of Health Drinking Water Program 2001-2003	CU+10	40 CFR 141.91
Rex Mason Correspondence 1997-1998	CU+2	GC34090
Water Blending Reports (Copies) 2005-2007	CU+2	GC34090
Public Works Correspondence 1998	CU+2	GC34090
Public Works Correspondence 1997	CU+2	GC34090
Public Works Correspondence 1996	CU+2	GC34090
Public Works Correspondence 1995	CU+2	GC34090
Safety Policy Correspondence	CU+2	GC34090
Roberts V. City of Tehachapi Claim 2006	CL+5	GC34090, GC25105.5
		GC12946; GC6250 et seq;
Resume from Recruitment 2006	CL+3	29CFR1602; 29CFR1627.3
Larry Reedy Airport Lease Working File 2001	CU+2	GC34090
Airport Correspondence George B. Walker 2002	CU+2	GC34090
Tie down Agreement 1992	T+4	CCP 337
Steve Gunnel Tie down Agreement 1991	T+4	CCP 337
Marty Koeth Tie down Agreement 1991	T+4	CCP 337
Robert Morris Tie down Agreement 1991	T+4	CCP 337
John Norberg Tie down Agreement 1991	T+4	CCP 337
Eugen R. Strobel Tie down Agreement 1990	T+4	CCP 337
Marcia Sydenstricker Tie down Agreement 1992	T+4	CCP 337

Devereaux Enterprises Tie down Agreement 1987	T+4	CCP 337
Evelyn Eccleston Tie down Agreement 1987	T+4	CCP 337
John Fisher Tie down Agreement 1991	T+4	CCP 337
Joe F. Foster Tie down Agreement 1989	T+4	CCP 337
Gerald Hadeen/Linda Morgan Tie down Agreement 1989	T+4	CCP 337
Michael and Pamela Haney Tie down Agreement 1990	T+4	CCP 337
Svein Iverson Tie down Agreement 1987	T+4	CCP 337
Charles C. Krone Porta Port Lease Agreement 1987	T+4	CCP 337
Dean Lutge/Huckenbeck Tie Down Lease Agreement 1988	T+4	CCP 337
Megahertz Avionics Tie Down Lease Agreement	T+4	CCP 337
Jim Nye Tie Down Lease Agreement 1987	T+4	CCP 337
Reginald L. Pully Jr. Tie Down Lease Agreement 1988	T+4	CCP 337
Scott Richmond Tie Down Lease Agreement 1988	T+4	CCP 337
Jack and Joyce Ford Tie Down Lease Agreement 1990	T+4	CCP 337
R. Dean Schumacher Tie Down Lease Agreement 1991	T+4	CCP 337
Lawrence J. Smith Tie Down Lease Agreement 1990	T+4	CCP 337
Ron T. Smith Tie Down Lease Agreement 1987	T+4	CCP 337
Kent Winterrowd Tie Down Lease Agreement 1988	T+4	CCP 337
Harold Youngblood Tie Down Lease Agreement 1986 and 1987	T+4	CCP 337
Don Chandler Monthly Tie Down Agreement	T+4	CCP 337
Gene Lorenz Monthly Tie Down Agreement 1986	T+4	CCP 337
Larry Plews Monthly Tie Down Agreement	T+4	CCP 337
Ted Stone Monthly Tie Down Agreement	T+4	CCP 337
Keith R. Weir Monthly Tie Down Agreement 1985	T+4	CCP 337
Denny's Agreement 2001 Sewer Connection fees	T+4	GC34090
Working file for Report of Excess Sales and Property Tax in 1984-1985	CU+2	GC34090
Report to the State Controller Ad Valorem Property Tax Rate Levied in excess of the 1% of the 1% tax rate limitation 1983	AU+4	GC34090; 29USC 436
Box 3		
Report of Excess Sales and Property Tax Revenue 1980-1983	AU+4	GC34090; 29USC436
Proposed Septic Sludge Disposal Site Working File 1986		
Agreement for Water Rights Tehachapi Unified School District 1983	T+4	GC34090
Temporary Assignment or Lease of Water Rights Tehachapi Unified School District 1996	T+4	GC34090
Jessie and Anna Rogers Agreement 1982 to install backflow preventers	T+4	GC34090
W. C. Mantoth Agreement to install backflow preventer 1982	T+4	GC34090
Randy Conner Agreement to install backflow preventer 1982	T+4	GC34090
Robert/Shirley Cummings Agreement to install backflow preventer 1982	T+4	GC34090
Frank & Mary Crumpacker Agreement to install backflow Preventer 1982	T+4	GC34090
Ronald A. and Constance I. Fourmet Agreement to install backflow preventer 1982	T+4	GC34090
Bernardo Redin Agreement to install backflow preventer 1982	T+4	GC34090
Working file for Tehachapi Unified School District Water Related Connections and Water Rights	CU+2	GC34090
Working file for New Water Well on Snyder St. 1947	CU+2	GC34090
Water Analysis Snyder Well 1948, 1974 & 1977	CU+5	40 CFR 122.41

Monroe Water Well Lease Agreement 1972	T+4	GC34090
Golden Hills Community Services District Water Lease Agreement 2003	T+3	GC34090
Working File for purchase of water rights from Rita Damiana 2000	CU+2	GC34090
Correspondence from Kern County Water Agency 1978	CU+2	GC34090
Working File for Landscape Watering Program 2000	CU+2	GC34090
Working file for Applewood Estates Lot 98 Purchase	CU+2	GC34090
Ha, Kunsik & Kyung Ryan Water Lease Agreement 2009	T+4	GC34090
Mojave Well Correspondence 1966	CU+2	GC34090
Drinking Water Source Assessment for Mojave Well 2003	CL+10	40 CFR 141.33
Correspondence/Copies 1955 Regarding Water Improvements	CU+2	GC34090
Statement of Election by the City Clerk 1955	T+4	GC81009(a)(d)
Sample Ballot for 1955 Special District Election	E+.5	EC17508; EC17302
Proof of Publication 1955	E+2	GC34090
Calendar of Election 1955	E+2	GC34090
Water Permit 1991	CU+2	GC34090
Flood Control Correspondence 1942	CU+2	GC34090
Sewer Study Mountain View 2006	CL+2	GC34090
Bid Proposal Sewage Treatment Plant Additions 1953	CL+2	GC34090d
Sewage Treatment Plant Report	CL+2	GC34090
Contract between City of Tehachapi and Mojave Corporation 1953	T+4	GC34090
Sewer Model Report 2005	CL+2	GC34090
Correspondence and Copies from Depot Restoration 2002	CU+2	GC34090
FPPC Correspondence 1980-2002	CU+2	GC34090
Statement of Facts filed with the County and State 1998 to 2006	CU+5	GC34090
Public Notice of Nominees Election 2008	E+2	GC34090
DMV Paperwork for Vehicles we no longer own/lease prior to 2008	L+2	
Terminated Agreement to Purchase Property from William Beirne 2004	T+4	GC34090
Kern County Treasurer-Tax Collector Correspondence 2008	CU+2	GC34090
Market Evaluation of Airport Lands Report Tehachapi Airport 1982	CL+2	GC34090
Correspondence/Copies 2010-2011 Airport Related	CU+2	GC34090
Box 4		
Correspondence/Working Docs 1990-2012 Finance	CU+2	GC34090d
Supplemental Law Enforcement Svs Fund & AB 2788 schedules, returns & correspondence prior to 2010	AU+4	GC34090 29USC436
CA BOE Sales & Use Tax Returns prior to 2010	AU+4	GC34090 29USC436
Diesel Fuel Tax Returns 2006-2009	AU+4	GC34090 29USC436
Jet A fuel records 7/2007 - 6/2010	AU+3	CCP337
JE LAIF Interest Allocation prior to 2012	AU+2	GC34090
JE Project Management 2007-2011	AU+2	GC34090
Bank Statements prior to 2009	AU+5	GC34090 26CFR16001-1
Bank Deposit Receipts 2008-2009	AU+4	GC34090 CCP337
Contract for SCO audit completed in 2006	T+5	CCP337.2 343 B&P7042.5
Box 5		
Budget Working Docs 2009-2012	CU+2	GC34090d
Box 6		
Antelope Run Working File 1994	CU+2	GC34090

SEC Investigation 1999	CO+7	42 USC s1983
Proof of Publications 1965-1972	E+2	GC34090
Copies and Correspondence Rex Mason 1998-1999	CU+2	GC34090
Blueprints for Mountain Bible Church (copy) 1988	CL+2	GC34090d
Fire Inspections for closed businesses 2000-2005	CL+3	UFC 103.34
Greater Tehachapi Chamber of Commerce Mountain Festival 2009	T+4	GC34090
Commercial Lease 1975 Southern Pacific	T+4	GC34090
Correspondence Dennison Drainage 2007	CU+2	GC34090
Grand Jury Report 2009 & 2010	AU+4	GC34090
2009 MVERP Reporting Form Submission	T+5	Per Agreement
Public Notice 2010	E+2	GC34090
Correspondence with the County of Kern regarding the Library 2000-2002	CU+2	GC34090
Escoto & Ingraham Property Purchase working file 2006	CU+2	GC34090
Proposal for Fire Equipment 1984	CU+7	
Sewer Water System Project Copies of Agreements 1988	CU+2	GC34090
DMV File for Firetruck we no longer own 2007	L	VC 9900 et seq.
DMV Reports on Employees 1998	CL+7	CA 91009; 8 USC 1324
City Council Agenda Posting 5/28/2009	CU+2	GC34090
Notice of Public Hearing 2008 & 2009	CU+2	GC34090
Proof of Publications 2010	E+2	GC 34090
Working file for Rombouts Property for Wastewater Treatment Facility Expansion 1990	CU+2	GC34090
Planning Commission Correspondence 1982-1986	CU+2	GC34090
<u>Box 7</u>		
Pauley Street Fire Hydrant Rehabilitation Project 2005	CL+10	GC34090
Downtown Handicap Ramps & Sidewalks Project 2005	CL+10	GC34090
Demolition of Downtown Structures 2005	CL+10	GC34090
Airport Security Gate Upgrade 2005	CL+10	GC34090
Scada Upgrade 2006	CL+10	GC34090
Downtown Sewer main Phase 1,2,3 2006	CL+10	GC34090
Airport Runway Repair 2006	CL+10	GC34090
<u>Box 8</u>		
Northside Park/Pioneer Park Project 2005	CL+10	GC34090
<u>Box 9</u>		
Timesheets 2008-2009	AU+6	GC34090
<u>Box 10</u>		
Payroll Check Description 2009-2010	AU+5	GC34090
<u>Box 11</u>		
Adjusted Journal Entries 2010-2013	AU+2	GC34090
<u>Box 12</u>		
Utility Billing Pay Stubs Oct-Dec 2012	AU+2	GC34090
<u>Box 13</u>		
Utility Billing Pay Stubs Jan-Mar 2013	AU+2	GC34090
<u>Box 14</u>		
Utility Billing Pay Stubs Apr-June 2013	AU+2	GC34090



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

COUNCIL REPORTS

MEETING DATE: JANUARY 19, 2016 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: JANUARY 9, 2016

SUBJECT: JANITORIAL SERVICES AGREEMENT

BACKGROUND

On May 1, 2014, City staff entered into an agreement with Customized Custodial Services Inc (CCS) for Janitorial Services at all City facilities. The agreement was for a term of eighteen (18) months and ended on November 1, 2015, it was automatically extended on a month to month basis thereafter.

At this time City staff would recommend an updated agreement with CCS for an additional two (2) years with updated pricing to accommodate rising wages and material costs.

FISCAL IMPACT

Current Pricing for all facilities - \$5,170 per month
New Pricing for all facilities - \$5,687 per month

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND CUSTOMIZED CUSTODIAL SERVICES INC. AND AUTHORIZE THE MAYOR TO SIGN

AGREEMENT

THIS AGREEMENT made this 19th day of January 2016, by and between the CITY OF TEHACHAPI, hereinafter "City", and CUSTOMIZED CUSTODIAL SERVICES LLC, a LLC organized and existing under the laws of the State of Delaware, or any of its subsidiaries, successors and assigns, hereinafter "Contractor,"

W I T N E S S E T H:

WHEREAS, City wishes to contract with Contractor under the terms and conditions described hereinafter to provide janitorial services to the following locations in the City of Tehachapi, California: 115 South Robinson Street, 117 South Robinson Street, 220 West C Street, 750 Enterprise Way (Wastewater Treatment Plant and Maintenance Building offices), 100 Commercial Way, 314 North Hayes Street, 101 West Tehachapi Boulevard, and 500 East F Street (the "Locations") and Contractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Contractor to provide the services described in Exhibit "A" attached hereto and by this reference made a part hereof as to each Location (the "Services").

(a) Contractor shall not be required to perform Services on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Easter, or Christmas. Contractor's failure to perform Services on any of the foregoing holidays shall not reduce its monthly Fee (hereinafter described).

(b) In addition, Contractor agrees to provide carpet shampooing and floor polishing services from time to time when requested by City at the rate of \$.25 per square foot for carpet shampooing with a minimum charge of \$200.00, and \$.35 per square foot for floor polishing with a minimum charge of \$180.00.

3. Contractor agrees to perform the Services for a total price of \$5,687.00 per month (the "Fee"). The Fee is based on charges more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

(a) Subject to the following, Contractor shall be paid by City upon receipt of an invoice submitted monthly. Prior to payment of any compensation to Contractor,

Contractor shall first provide City with a written invoice setting forth the Services performed and the amounts due and owing. Same shall first be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, same shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Thereafter, upon approval by the City Council, the invoice shall be paid in the amount approved by the City Council within a reasonable time thereafter.

4. The term of this Agreement shall be for two (2) years commencing on February 1, 2016 and continuing until January 31, 2017 unless sooner terminated as described in Paragraph 8.

5. In the performance of Contractor's duties hereunder, Contractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Contractor's sole cost and expense. The Contractor will not supply paper towels, toilet tissue, toilet seat covers, trashcan liners, and soap for hand washing.

(a) Contractor shall adhere to the following security requirements:

(i) No children or other family members of the Contractor's employees may be in the City facilities during working hours.

(ii) No employees of the Contractor may use telephones, computers or any other item or service belonging to the City.

(iii) Contractor's employees shall not disturb papers on desks, open drawers, cabinets, files, table tops or book cases.

(iv) Nothing shall be removed from workspace areas without specific instructions.

(v) Removal of material from a City facility shall be only that material contained within a waste or recycle receptacle except for the cleaning of the restrooms which can include debris and water left on the floor.

(vi) Contractor's employees shall have successfully passed a Police background check to the satisfaction of City in its sole and absolute discretion prior to being allowed into a City facility. The City shall be notified when a new employee is being proposed by the Contractor and a new Police background check shall be completed to the satisfaction of City in its sole and absolute discretion.

6. Contractor, at Contractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a bond in an amount acceptable to City and (iii) a Comprehensive General Public Liability Insurance Policy from a company approved by City for protection against liability to the public arising as an incident of Contractor's performance hereunder in amounts not less than \$1 million per occurrence and said policy shall be primary insurance naming City, its officers, councilpersons, employees, contractors, and representatives as additional insureds and affording City at least 10 days notice prior to cancellation or reduction of coverage. In the event any such policy shall lapse or be canceled, City may, at City's sole discretion, terminate this Agreement without further notice to Contractor. Contractor shall provide City with a Certificate of Insurance verifying Contractor's compliance with the foregoing. This Agreement shall not be effective until City has received and approved same.

7. Contractor hereby indemnifies, agrees to defend, and holds harmless City, its officers, councilpersons, employees, contractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Contractor or Contractor's employees, subcontractors, agents, or representatives.

8. In addition to any other methods of termination described in this Agreement, City, in its sole and absolute discretion, may terminate this Agreement at any time upon 30 days written notice to Contractor. In the event of any such termination, Contractor shall be entitled to payment for Contractor's performance of its Services to the date of termination subject to City's approval and acceptance of Contractor's performance.

9. Contractor's Services are utilized by City only for the purpose and to the extent set forth in this Agreement and Contractor's relationship to City shall, during the term of this Agreement, be that of an independent contractor.

10. In the performance of its Services, Contractor acknowledges that Contractor and Contractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by City, or in the manner in which Contractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Contractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges City, its officers, councilpersons, employees, contractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Contractor or Contractor's employees,

subcontractors, agents, or representatives including, but not limited to any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by City, or City's officers, councilpersons, employees, contractors, agents, or representatives. Contractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which states 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.”

Contractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

11. Contractor shall not assign any portion of this Agreement to any other person or entity.

12. If any portion of this Agreement shall be considered invalid by any court of competent jurisdiction, said invalid portion shall not affect the validity of the remainder of the agreement and the agreement shall continue in full force and effect as if the invalid portion had not been included therein.

13. Any notice required under this Agreement shall be effective immediately upon personal delivery of same in writing to the party to whom it is directed or (a) upon deposit in the United States mail, first class, postage prepaid or (b) upon confirmed facsimile transmission or (c) upon electronic transmission ("Email") to the following addresses: City – City Manager, 115 South Robinson Street, Tehachapi, California 93561, Fax – (661) 822-8559, Email - ggarrett@tehachapicityhall.com; and Contractor – General Manager, Customized Custodial Services, LLC, PO BOX 843847, Los Angeles, CA 90084-3847, Fax – (661) 829-6907; Email – mromo@customizedsvcs.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party of the change in the manner set forth herein.

14. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney fees in such action.

15. This Agreement may be amended only by a writing executed by all parties.

16. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

17. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

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

SUSAN WIGGINS, Mayor of the City of
Tehachapi, California

MIGUEL ROMO, CUSTOMIZED
CUSTODIAL SERVICES LLC, a
Delaware Limited Liability Company

EXHIBIT "A"

City Hall- Cleaning Schedule: Monday- Thursday after 6:00 pm

Services	Daily	Weekly	Quarterly	Annually
Vacuum all Carpeted Areas	X			
Sweep and mop floors (including restroom floors)	X			
Clean/dust counters & table tops	X			
Empty trash	X			
Clean entrance glass (including all public and employee entrances)	X			
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X			
Service dispensing units (bathroom, kitchen/breakroom)	X			
Clean Kitchen/break room counters, sinks, floors, microwave	X			
Remove paper, debris and sweep entrance areas (public & employee)	X			
Dust chairs and furniture (only if desk is clear)		X		
Sanitize all door handles/handrails/phones/light switches		X		
Spot clean carpets			X	
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Clean windows inside & out				X
Services upon request: Carpet Shampooing, Floor Polishing				

Development Services Department- Cleaning Schedule: Monday - Thursday after 6:00 pm

Services	Daily	Weekly	Quarterly	Annually
Vacuum all Carpeted Areas	X			
Sweep and mop floors (including restroom floors)	X			
Clean/dust counters & table tops	X			
Empty trash	X			
Clean entrance glass (including all public and employee entrances)	X			
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X			
Service dispensing units (bathroom, kitchen/breakroom)	X			
Clean Kitchen/break room counters, sinks, floors, microwave	X			
Remove paper, debris and sweep entrance areas (public & employee)	X			
Dust chairs and furniture (only if desk is clear)		X		
Sanitize all door handles/handrails/phones/light switches		X		
Spot clean carpets			X	
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Clean windows inside & out				X
Services upon request: Carpet Shampooing, Floor Polishing				

Airport Offices- Cleaning Schedule: Thursday or Friday after 6:00 pm

Services	Daily	Weekly	Quarterly	Annually
Sweep and mop floors (including restroom floors)		X		
Clean/dust counters & table tops		X		
Empty trash		X		
Clean entrance glass (including all public and employee entrances)		X		
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)		X		
Service dispensing units (bathroom, kitchen/breakroom)		X		
Clean Kitchen/break room counters, sinks, floors, microwave		X		
Remove paper, debris and sweep entrance areas (public & employee)		X		
Dust chairs and furniture (only if desk is clear)		X		
Sanitize all door handles/handrails/phones/light switches		X		
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Clean windows inside & out				X
Services upon request: Floor Polishing				

Depot Restrooms - Cleaning Schedule: Thursday - Monday before 10:00 am or after 4:00 pm

Services	Daily	Weekly	Quarterly	Annually
Sweep and mop floors	X			
Empty trash	X			
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X			
Service dispensing units	X			
Remove paper, debris and sweep entrance areas	X			
Sanitize all door handles/handrails/phones/light switches		X		
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Services upon request: Floor Polishing				

Tehachapl Senior Center - Cleaning Schedule: The 4th Monday of every month

Services	Monthly	Quarterly	Annually
Vacuum all Carpeted Areas	X		
Sweep and mop floors (including restroom floors)	X		
Clean/dust counters & table tops	X		
Clean entrance glass (including all public and employee entrances)	X		
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X		
Clean Kitchen/break room counters, sinks, floors, microwave	X		
Remove paper, debris and sweep entrance areas (public & employee)	X		
Sanitize all door handles/handrails/phones/light switches	X		
Dust all corners and ceiling wall joints for cobwebs		X	
Dust blinds, window sills & baseboards		X	
Clean windows inside & out			X
Services upon request: Carpet Shampooing, Floor Polishing			

Police Department- Cleaning Schedule: Sunday- Thursday after 6:00 pm

Services	Daily	Weekly	Quarterly	Annually
Vacuum all Carpeted Areas	X			
Sweep and mop floors (including restroom floors)	X			
Clean/dust counters & table tops	X			
Empty trash	X			
Clean entrance glass (including all public and employee entrances)	X			
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X			
Service dispensing units (bathroom, kitchen/breakroom)	X			
Clean Kitchen/break room counters, sinks, floors, microwave	X			
Remove paper, debris and sweep entrance areas (public & employee)	X			
Dust chairs and furniture (only if desk is clear)		X		
Sanitize all door handles/handrails/phones/light switches		X		
Spot clean carpets			X	
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Clean windows inside & out (including interior windows)				X
Clean Police Detention Area	X			
Services upon request: Carpet Shampooing; Floor Polishing				

Waste Water Treatment Plant Administrator Building- Cleaning Schedule: Tuesday & Thursday after 6:30 pm

Services	2 Days/wk	Weekly	Quarterly	Annually
Vacuum all Carpeted Areas	X			
Sweep and mop floors (including restroom floors)	X			
Clean/dust counters & table tops	X			
Empty trash	X			
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X			
Service dispensing units (bathroom, kitchen/breakroom) (Not Lab)	X			
Clean Kitchen/break room counters, sinks, floors, microwave (Not Lab)	X			
Remove paper, debris and sweep entrance areas (public & employee)	X			
Dust chairs and furniture (only if desk is clear)		X		
Sanitize all door handles/handrails/phones/light switches		X		
Spot clean carpets			X	
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Clean windows inside & out				X
Services upon request: Carpet Shampooing; Floor Polishing				
Clean shower room			X	

Maintenance Building- Cleaning Schedule: Tuesday or Thursday after 6:30 pm

Services	Weekly	Quarterly	Annually
Sweep and mop floors (including restroom floors)	X		
Clean/dust counters & table tops	X		
Empty trash	X		
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)	X		
Service dispensing units (bathroom, kitchen/breakroom)	X		
Remove paper, debris and sweep entrance areas (public & employee)	X		
Dust chairs and furniture (only if desk is clear)	X		
Sanitize all door handles/handrails/phones/light switches	X		
Dust all corners and ceiling wall joints for cobwebs		X	
Dust blinds, window sills & baseboards		X	
Clean windows inside & out			X
Services upon request: Floor Polishing			

Airport Lounge and Restroom- Cleaning Schedule: Thursday or Friday after 6:00 pm

Services	Daily	Weekly	Quarterly	Annually
Sweep and mop floors (including restroom floors)		X		
Clean/dust counters & table tops		X		
Empty trash		X		
Clean entrance glass (including all public and employee entrances)		X		
Clean restroom (sinks, toilets, dispensers, urinals, mirrors)		X		
Service dispensing units (bathroom, kitchen/breakroom)		X		
Clean Kitchen/break room counters, sinks, floors, microwave		X		
Remove paper, debris and sweep entrance areas (public & employee)		X		
Dust chairs and furniture (only if desk is clear)		X		
Sanitize all door handles/handrails/phones/light switches		X		
Dust all corners and ceiling wall joints for cobwebs			X	
Dust blinds, window sills & baseboards			X	
Clean windows inside & out				X
Services upon request: Carpet Shampooing; Floor Polishing				

EXHIBIT "B"

City Hall (115 South Robinson Street) - \$979.00 per month.

Development Services Department (109 East F Street) - \$594.00 per month.

Police Department (220 West C Street) - \$2,145.00 per month.

Wastewater Treatment Plant Administration (750 Enterprise Way) - \$385.00 per month.

Maintenance Offices (750 Enterprise Way) - \$198.00 per month.

Airport Office – (100 Commercial Way) - \$308.00 per month.

Airport Lounge/Restrooms (314 North Hayes Street) - \$308.00 per month.

Depot Restrooms (101 West Tehachapi Boulevard) - \$275.00 per month.

Tehachapi Senior Center (F Street) - \$495.00 per month.

Accounts Payable

To Be Paid Proof List

User: afreacas
 Printed: 12/29/2015 - 2:57PM
 Batch: 10931.12.2015



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Accela Inc #774375									
1658									
INV32188	11/30/2015	333.95	0.00	12/31/2015				False	0
001-010-7451-000					Credit Card Processing Expens	GG/Monthly Web Payments-Nov 2015			
	INV32188 Total:	333.95							
	1658 Total:	333.95							
	Accela Inc #774375 Total:	333.95							
AT&T									
2963									
7390762	12/6/2015	109.63	0.00	12/31/2015				False	0
444-403-7320-000					Telephone	Swr/Scada/Nov 6-Dec 5 2015			
	7390762 Total:	109.63							
7390763	12/6/2015	426.77	0.00	12/31/2015				False	0
001-010-7320-000					Telephone & Internet	GG/Ch Line 1/9391006712/Nov 6-Dec 5 2015			
	7390763 Total:	426.77							
7390764	12/6/2015	120.99	0.00	12/31/2015				False	0
444-403-7320-000					Telephone	Swr/WWTP Office/9391006713/Nov 6-Dec 5 2015			
	7390764 Total:	120.99							
7390765	12/6/2015	55.16	0.00	12/31/2015				False	0
001-140-7320-000					Telephone	RR Depot/9391006715/Nov 6-Dec 5 2015			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	7390765 Total:	55.16							
7390766	12/6/2015	19.64	0.00	12/31/2015				False	0
444-403-7320-000 Telephone					Swr/Lift Station/9391006716/Nov 6-Dec 5 2015				
	7390766 Total:	19.64							
7390767	12/6/2015	71.29	0.00	12/31/2015				False	0
001-010-7320-000 Telephone & Internet					GG/CII Fax/9391006717/Nov 6-Dec 5 2015				
	7390767 Total:	71.29							
7390768	12/6/2015	19.64	0.00	12/31/2015				False	0
447-447-7320-000 Telephone					Air/AWOS/9391006718/Nov 6-Dec 5 2015				
	7390768 Total:	19.64							
7390769	12/6/2015	37.41	0.00	12/31/2015				False	0
001-030-7320-000 Telephone & Internet					PW/TJSL Fax/9391006719/Nov 6-Dec 5 2015				
	7390769 Total:	37.41							
7390770	12/6/2015	19.64	0.00	12/31/2015				False	0
447-447-7320-000 Telephone					Air/Fuel System/9391006720/Nov 6-Dec 5 2015				
	7390770 Total:	19.64							
7390771	12/6/2015	19.62	0.00	12/31/2015				False	0
604-604-7300-000 Utilities					LLD/Auto Dialer-1002 Applewood/9391006721/Nov 6-Dec				
	7390771 Total:	19.62							
7399382	12/11/2015	299.09	0.00	12/31/2015				False	0
001-100-7320-000 Telephone & Internet					PD/T1 Line				
	7399382 Total:	299.09							
7414375	12/13/2015	165.88	0.00	12/31/2015				False	0
001-100-7320-000 Telephone & Internet					PD/Subscriber Access Line				
	7414375 Total:	165.88							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	2963 Total:	1,364.76							
	AT&T Total:	1,364.76							
Bank of New York Mellon Trust Company N.A., The 1843									
2521914093	12/21/2015	1,600.00	0.00	12/31/2015				False	0
520-520-6630-000 Admin Fees					2005 Tax Allocation Bond Proj/12-21-15 to 12-20-16/Admi				
	2521914093 Total:	1,600.00							
	1843 Total:	1,600.00							
	Bank of New York Mellon	1,600.00							
BAVCO 3957									
739062	12/31/2015	516.92	0.00	12/31/2015				False	0
001-035-7102-000 Repairs & Maint-Parks					Land/Feeco Repair Kits/Watts Repair Kits/Wkns Repair Kit				
	739062 Total:	516.92							
	3957 Total:	516.92							
	BAVCO Total:	516.92							
BC Laboratories Inc. 0035									
B219191	12/11/2015	30.00	0.00	12/31/2015				False	0
442-401-6780-000 Laboratory Fees					Wtr/Dennison & Mojave Wells				
	B219191 Total:	30.00							
B219192	12/11/2015	15.00	0.00	12/31/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
442-403-6780-000 Laboratory Fees					Wtr/Curry Resv/Water Samples				
	B219192 Total:	15.00							
B220297	12/10/2015	75.00	0.00	12/31/2015				False	0
442-401-6780-000 Laboratory Fees					Wtr/Curry Well-Curry Resv 1 & 2				
	B220297 Total:	75.00							
B220297-1	12/10/2015	36.00	0.00	12/31/2015				False	0
442-403-6780-000 Laboratory Fees					Wtr/802 Mullberry-1185 Fig-1072 Hickory/Water Samples				
	B220297-1 Total:	36.00							
B220731	12/10/2015	325.00	0.00	12/31/2015				False	0
444-403-6780-000 Laboratory Fees					Swr/Influent-Effluent/Water Samples				
	B220731 Total:	325.00							
B220995	12/16/2015	50.00	0.00	12/31/2015				False	0
442-401-6780-000 Laboratory Fees					Wtr/Bacteriological/Water Samples/Mojave & Pinon Wells				
	B220995 Total:	50.00							
B220995-1	12/16/2015	36.00	0.00	12/31/2015				False	0
442-403-6780-000 Laboratory Fees					Wtr/Bacteriological/408 Oakwood-110 Brentwood-1341 Ta				
	B220995-1 Total:	36.00							
B221033	12/17/2015	15.00	0.00	12/31/2015				False	0
442-403-6780-000 Laboratory Fees					Wtr/Curry Resv/Water Samples				
	B221033 Total:	15.00							
B221034	12/17/2015	30.00	0.00	12/31/2015				False	0
442-401-6780-000 Laboratory Fees					Wtr/Dennison & Mojave Wells				
	B221034 Total:	30.00							
B221186	12/17/2015	325.00	0.00	12/31/2015				False	0
444-403-6780-000 Laboratory Fees					Swr/Influnt-Effluent/Water Samples				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	B221186 Total:	325.00							
B221389	12/16/2015	50.00	0.00	12/31/2015				False	0
442-401-6780-000	Laboratory Fees				Wtr/Dennison & Walstrom Wells				
	B221389 Total:	50.00							
B221389-1	12/16/2015	36.00	0.00	12/31/2015				False	0
442-403-6780-000	Laboratory Fees				Wtr/Bacteriological/1305 Alder/221 Hayes/1317 Fair Oak				
	B221389-1 Total:	36.00							
B221476	12/16/2015	105.00	0.00	12/31/2015				False	0
442-401-6780-000	Laboratory Fees				Wtr/Drinking Wtr/Wells: Mojave Dennison Wahlstrom Pine				
	B221476 Total:	105.00							
	0035 Total:	1,128.00							
	BC Laboratories Inc. Total	1,128.00							
BSK Associates									
0061									
0075171	10/31/2015	1,931.00	0.00	12/31/2015	14008-3201	C		False	0
001-000-4205-000	Encroachment Permit Fee				Eng/Encroachment Permit #15-40 ConstructTest/ Oct 1-Oct				
	0075171 Total:	1,931.00							
0075435	11/30/2015	3,493.00	0.00	12/31/2015	06010-3201	C		False	0
226-003-8150-001	Teha Bl Impr-Phase III (2006)				Eng/Tehachapi Blvd Phase III RPSTPLE-5184 Constructor				
	0075435 Total:	3,493.00							
0075436	11/30/2015	1,033.50	0.00	12/31/2015	12010-3201	C		False	0
121-121-8160-000	Tehachapi Blvd Rehab				Eng/Curry & Valley Intersection Improvement-Gutter Remc				
	0075436 Total:	1,033.50							
0075437	11/30/2015	190.00	0.00	12/31/2015	14008-3201	C		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-000-4205-000					Eng/Encroachment Permit #15-40 ConstructTest/Nov 1 - No				
	0075437 Total:	190.00							
0075543	10/31/2015	579.00	0.00	12/31/2015	14008-3201	C		False	0
001-000-4205-000					Eng/Encroachment Permit #15-31 ConstructTest/Oct 1 - Oct				
	0075543 Total:	579.00							
	0061 Total:	7,226.50							
	BSK Associates Total:	7,226.50							
CCI Central Inc.									
2723									
23639	12/14/2015	193.49	0.00	12/31/2015				False	0
001-010-6010-000					GG/Ink Cartridge for IM/IS3 & 4 Series				
	23639 Total:	193.49							
	2723 Total:	193.49							
	CCI Central Inc. Total:	193.49							
Coffee Break Service Inc.									
2147									
224534	12/17/2015	68.00	0.00	12/31/2015				False	0
001-010-6010-000					GG/Coffee Service/Dec 2015				
	224534 Total:	68.00							
	2147 Total:	68.00							
	Coffee Break Service Inc. T	68.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
Customized Custodial Services									
3708									
COT1215SS	12/14/2015	120.00	0.00	12/31/2015				False	0
001-010-6735-000	Janitorial Services				GG/Clean Records Center -104 S Robinson/Dec 2015				
	COT1215SS Total:	120.00							
	3708 Total:	120.00							
	Customized Custodial Serv	120.00							
Diamond Technologies									
3807									
15133	8/28/2015	4,800.00	0.00	12/31/2015				False	0
001-070-7125-000	Computer Maintenance				IT/Rock Pile Project				
	15133 Total:	4,800.00							
	3807 Total:	4,800.00							
	Diamond Technologies Tot	4,800.00							
Hali-Brite Inc.									
3041									
23630	12/15/2015	484.62	0.00	12/31/2015				False	0
447-447-7100-000	Repairs & Maint				Air/Windsock-Nylon Ripstop/Windsock-Nylon Ties Wire				
	23630 Total:	484.62							
	3041 Total:	484.62							
	Hali-Brite Inc. Total:	484.62							
HD Supply Waterworks LTD									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
1801									
E824400	12/16/2015	42.54	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Stock Meter/Washer-Gasket				
	E824400 Total:	42.54							
E858996	12/7/2015	188.30	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Stock Meter				
	E858996 Total:	188.30							
E864835	12/7/2015	1,457.25	0.00	12/31/2015				False	0
442-403-8005-000	Meter Purchases				Wtr/Meter				
	E864835 Total:	1,457.25							
E868598	12/11/2015	67.61	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Curb Stop Wrench				
	E868598 Total:	67.61							
E875948	12/4/2015	16.02	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/2 brass Cap No Lead				
	E875948 Total:	16.02							
E875975	12/4/2015	175.23	0.00	12/31/2015				False	0
442-403-7140-000	Maintenance-meters				Wtr/Meter				
	E875975 Total:	175.23							
E876686	12/4/2015	25.35	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/2x4 Brass Nipple No Lead				
	E876686 Total:	25.35							
E876780	12/14/2015	330.08	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/2 Ball Curb Pectsrnf No Lead with Lockwing				
	E876780 Total:	330.08							
E885741	12/10/2015	-25.80	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Rubber FF Gasket				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	E885741 Total:	-25.80							
E891967	12/11/2015	262.03	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Sectional Gate Balve/Manhole Hook				
	E891967 Total:	262.03							
E896347	12/10/2015	2,236.00	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Repair/Br Saddle/Tubing/Mtr Wsh/2 Ball Corp Stop/ B				
	E896347 Total:	2,236.00							
E896347-1	12/10/2015	1,355.58	0.00	12/31/2015				False	0
442-403-8005-000	Meter Purchases				Wtr/Repair/Meter Usg 3G				
	E896347-1 Total:	1,355.58							
E902921	12/11/2015	612.75	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Repair/Tubing/No Lead CPLG/Brass Import CPLG				
	E902921 Total:	612.75							
E909255	12/16/2015	729.39	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/TVRPD				
	E909255 Total:	729.39							
E909369	12/16/2015	130.25	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Brass Hex Head Bolt/Brass Hex Nut				
	E909369 Total:	130.25							
E918439	12/15/2015	438.56	0.00	12/31/2015				False	0
442-403-7130-000	Repairs & Maint - Water Lines				Wtr/Repair/CPLG No Lead				
	E918439 Total:	438.56							
	1801 Total:	8,041.14							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	HD Supply Waterworks LT	8,041.14							
Hub Construction Specialties Inc.									
3278									
A10001447	12/2/2015	119.81	0.00	12/31/2015				False	0
	121-121-7110-000 Maint/repair-equipment				Srvc/Brass Wand/Filtered Outlet Tube/Shut Off Valve/ Chap				
	A10001447 Total:	119.81							
	3278 Total:	119.81							
	Hub Construction Specialti	119.81							
Hughes Surveying Inc., Wiley D.									
3657									
1593	12/10/2015	595.00	0.00	12/31/2015	15019-3201	Misc		False	0
	001-080-6760-000 Engineering (Reimbursable)				Eng/Elevation Shot & Plat for Challenger Dr Ringwall				
	1593 Total:	595.00							
	3657 Total:	595.00							
	Hughes Surveying Inc., Wi	595.00							
Kern County Auditors Office									
0223									
11152015	11/15/2015	44.00	0.00	12/31/2015				False	0
	001-000-4335-000 Parking Citation Revenue				Parking Citation Revenue Distribution-Nov 2015				
	11152015 Total:	44.00							
	0223 Total:	44.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Kern County Auditors Offi	44.00							
Kern Machinery 0560									
101313786	12/22/2015	108.83	0.00	12/31/2015				False	0
444-403-7100-000	Repairs & Maint				Swt/Impeler/Adjuster Shim/Mechanical Seal/Bolt/ Washer				
	101313786 Total:	108.83							
	0560 Total:	108.83							
	Kern Machinery Total:	108.83							
Kern Transit 0842									
12152015	12/15/2015	13,397.39	0.00	12/31/2015				False	0
446-446-6737-000	Contract Serv-kern Regional				Transit/Dial A Ride Total Operation Costs/July 2015				
	12152015 Total:	13,397.39							
12152015-0	12/15/2015	-319.61	0.00	12/31/2015				False	0
446-000-4410-000	Passenger Fares				Transit/Dial A Ride Less Farebox Revenue/July 2015				
	12152015-0 Total:	-319.61							
12152015-1	12/15/2015	13,393.69	0.00	12/31/2015				False	0
446-446-6737-000	Contract Serv-kern Regional				Transit/Dial A Ride Total Operation Costs/August 2015				
	12152015-1 Total:	13,393.69							
12152015-2	12/15/2015	-478.37	0.00	12/31/2015				False	0
446-000-4410-000	Passenger Fares				Transit/Dial A Ride Less Farebox Revenue/August 2015				
	12152015-2 Total:	-478.37							
12152015-3	12/15/2015	13,349.18	0.00	12/31/2015				False	0
446-446-6737-000	Contract Serv-kern Regional				Transit/Dial A Ride Total Operation Costs/September 2015				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	12152015-3 Total:	13,349.18							
12152015-4	12/15/2015	-587.70	0.00	12/31/2015				False	0
446-000-4410-000	Passenger Fares				Transit/Dial A Ride Less Farebox Revenue/September 2015				
	12152015-4 Total:	-587.70							
	0842 Total:	38,754.58							
	Kern Transit Total:	38,754.58							
Kimball Midwest									
0817									
4608587	12/15/2015	126.66	0.00	12/31/2015				False	0
121-121-7120-000	Maint/repair-sweeper				Strts/Wire				
	4608587 Total:	126.66							
	0817 Total:	126.66							
	Kimball Midwest Total:	126.66							
Lebeau Thelen LLP									
0263									
2	12/22/2015	252.00	0.00	12/31/2015				False	0
001-100-6740-000	Legal Services				PD/Tehachapi Police Foundation				
	2 Total:	252.00							
254	12/30/2015	1,354.50	0.00	12/31/2015	12001-6101	Misc		False	0
001-010-6741-002	Legal Services-Walmart				GG/Walmart CEQA Litigation				
	254 Total:	1,354.50							
	0263 Total:	1,606.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
Lebeau Thelen LLP Total:		1,606.50							
Liebert Cassidy Whitmore									
0260									
1414176	11/30/2015	936.80	0.00	12/31/2015				False	0
001-100-6740-000 Legal Services					PD/General/TE020-00001				
1414176 Total:		936.80							
1414177	11/30/2015	1,366.35	0.00	12/31/2015				False	0
001-100-6740-000 Legal Services					PD/Graff & Disney Litigation/TE020-00009				
1414177 Total:		1,366.35							
1414178	11/30/2015	70.50	0.00	12/31/2015				False	0
001-100-6740-000 Legal Services					PD/Horning Disciplinary Appeal/TE020-00012				
1414178 Total:		70.50							
0260 Total:		2,373.65							
Liebert Cassidy Whitmore		2,373.65							
Microflex									
0567									
IN1626874	12/17/2015	259.59	0.00	12/31/2015				False	0
444-401-7106-000 Safety Supplies					Swr/SafeGrip Latex Exam Gloves-M-L-XL				
IN1626874 Total:		259.59							
DN1626874-1	12/17/2015	259.58	0.00	12/31/2015				False	0
444-403-7106-000 Safety Supplies					Swr/SafeGrip Latex Exam Gloves-M-L-XL				
DN1626874-1 Total:		259.58							
0567 Total:		519.17							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	Microflex Total:	519.17							
Mission Linen & Uniform Service									
0300									
501501815	12/15/2015	44.46	0.00	12/31/2015				False	0
	444-403-6730-000 Contract Services				Swr/Large Mop-Mats				
	501501815 Total:	44.46							
501546862	12/22/2015	44.46	0.00	12/31/2015				False	0
	444-403-6730-000 Contract Services				Swr/Large Mop-Mats				
	501546862 Total:	44.46							
	0300 Total:	88.92							
	Mission Linen & Uniform	88.92							
P&J Electric Inc.									
0182									
5123	12/7/2015	337.28	0.00	12/31/2015				False	0
	442-401-7100-000 Repairs & Maint - Pumps				Wtr/Service Call-Replace UPS Batteries-Electrical Material				
	5123 Total:	337.28							
5124	12/7/2015	7,557.52	0.00	12/31/2015	06010-3101	C		False	0
	226-003-8150-001 Tcha Bl Impr-Phase III (2006)				Tch Blvd Phase III/SCE Services				
	5124 Total:	7,557.52							
	0182 Total:	7,894.80							
	P&J Electric Inc. Total:	7,894.80							

Phillips, Kevin

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
1958									
322633	12/9/2015	214.00	0.00	12/31/2015				False	0
447-447-7100-000	Repairs & Maint				Air/Svc Call-Green St Airport Hanger Door/Lube & Replac				
	322633 Total:	214.00							
	1958 Total:	214.00							
	Phillips, Kevin Total:	214.00							
Provost & Pritchard									
3568									
56221	11/30/2015	143.00	0.00	12/31/2015	13016-9301	Misc		False	0
442-403-8220-000	Improvement Misc				Wtr/Snyder Well Interrie/Oct 1-Oct 31 2015				
	56221 Total:	143.00							
	3568 Total:	143.00							
	Provost & Pritchard Total:	143.00							
Quad Knopf Inc.									
1005									
82865	11/30/2015	10,498.95	0.00	12/31/2015	15004-2101	Misc		False	0
333-333-8160-000	Construction				Valley Blvd Bikeway Facilities Project Phase II				
	82865 Total:	10,498.95							
	1005 Total:	10,498.95							
	Quad Knopf Inc. Total:	10,498.95							
RSI Petroleum Products									
0362									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
0289135	12/8/2015	810.43	0.00	12/31/2015				False	0
001-030-7400-000 Gas & Oil					PW/Reg Unleaded Gas/Diesel Fuel				
	0289135 Total:	810.43							
0289391	12/15/2015	920.10	0.00	12/31/2015				False	0
001-030-7400-000 Gas & Oil					PW/Reg Unleaded Gas/Diesel Fuel				
	0289391 Total:	920.10							
	0362 Total:	1,730.53							
	RSI Petroleum Products To	1,730.53							
San Joaquin Safety Shoes									
1506									
67331	12/15/2015	202.08	0.00	12/31/2015				False	0
442-403-7106-000 Safety Supplies					Wtr/Safety Shoes/D Artzer				
	67331 Total:	202.08							
67332	12/15/2015	202.08	0.00	12/31/2015				False	0
444-403-7106-000 Safety Supplies					Swr/Safety Shoes/A Gambic				
	67332 Total:	202.08							
67341	12/16/2015	212.84	0.00	12/31/2015				False	0
442-403-7106-000 Safety Supplies					Wtr/Safety Shoes/D Redelsperger				
	67341 Total:	212.84							
	1506 Total:	617.00							
	San Joaquin Safety Shoes T	617.00							
Soto Tire & Wheels									
3173									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
0312	12/12/2015	10.00	0.00	12/31/2015				False	0
001-080-7110-000	Vehicle Maintenance				Eng/2014 Ford/Repair Flat				
	0312 Total:	10.00							
0319	12/23/2015	180.00	0.00	12/31/2015				False	0
001-080-7110-000	Vehicle Maintenance				Eng/Wheel Studs/White Ford/C Arbaut				
	0319 Total:	180.00							
	3173 Total:	190.00							
	Soto Tire & Wheels Total:	190.00							
Southern California Edison									
0372									
12182015	12/18/2015	45.80	0.00	12/31/2015				False	0
121-121-7520-000	SL/Landscape Electric/Utilities				Stuts/800 S Curry #A/3021062576/Nov 17-Dec 17 2015				
	12182015 Total:	45.80							
12212015	12/21/2015	101.72	0.00	12/31/2015				False	0
001-030-7300-000	Utilities				PW/800 Enterprise/3027165130/Nov 1-Dec 1 2015				
	12212015 Total:	101.72							
12212015-A	12/21/2015	245.61	0.00	12/31/2015				False	0
001-030-7300-000	Utilities				PW/800 Enterprise Shup/3030594014/Nov 1-Dec 1 2015				
	12212015-A Total:	245.61							
12212015-B	12/21/2015	344.07	0.00	12/31/2015				False	0
444-403-7300-000	Utilities				Swr/800 Enterprise Maintenance/3001191027/Nov 1-Dec 1				
	12212015-B Total:	344.07							
12212015-C	12/21/2015	652.41	0.00	12/31/2015				False	0
001-010-7300-000	Utilities				GG/115 S Robinson/3001191078/Nov 18-Dec 18 2015				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	12212015-C Total:	652.41							
12212015-D	12/21/2015	301.97	0.00	12/31/2015				False	0
001-010-7300-000	Utilities				GG/117 S Robinson/3001191086/Nov 18-Dec 18 2015				
	12212015-D Total:	301.97							
12212015-E	12/21/2015	138.74	0.00	12/31/2015				False	0
001-030-7300-000	Utilities				PW/100 Commercial Way/3027621308/Nov 18-Dec 18 2015				
	12212015-E Total:	138.74							
12212015-F	12/21/2015	152.04	0.00	12/31/2015				False	0
001-030-7300-000	Utilities				PW/100 Commercial Way/3027874638/Nov 18-Dec 18 2015				
	12212015-F Total:	152.04							
12212015-G	12/21/2015	115.61	0.00	12/31/2015				False	0
447-447-7300-000	Utilities				Air/314 N. Hayes St/3001191005/Nov 18-Dec 18 2015				
	12212015-G Total:	115.61							
12212015-H	12/21/2015	112.64	0.00	12/31/2015				False	0
447-447-7300-000	Utilities				Air/9999 1/2 Hayes/3001191007/Nov 18-Dec 18 2015				
	12212015-H Total:	112.64							
12212015-I	12/21/2015	42.23	0.00	12/31/2015				False	0
447-447-7300-000	Utilities				Air/316 S Mojave St/3001191024/Nov 18-Dec 18 2015				
	12212015-I Total:	42.23							
12212015-J	12/21/2015	79.71	0.00	12/31/2015				False	0
447-447-7300-000	Utilities				Air/314 N Hayes St Papi/3010031432/Nov 18-Dec 18 2015				
	12212015-J Total:	79.71							
12212015-K	12/21/2015	161.20	0.00	12/31/2015				False	0
447-447-7300-000	Utilities				Air/409 Bryan Ct/3014805014/Nov 18-Dec 18 2015				
	12212015-K Total:	161.20							

Invoice Number Account Number	Invoice Date	Amount	Quantity	Payment Date Description	Task Label Reference	Type	PO #	Close PO	Line #
12212015-L 447-447-7300-000 Utilities	12/21/2015	56.37	0.00	12/31/2015 Air/West End Tehachapi Airport/3022794036/Nov 18-Dec 1				False	0
	12212015-L Total:	56.37							
12212015-M 447-447-7300-000 Utilities	12/21/2015	311.38	0.00	12/31/2015 Air/314 N Hayes St #B/3026017222/Nov 18-Dec 18 2015				False	0
	12212015-M Total:	311.38							
12212015-N 447-447-7300-000 Utilities	12/21/2015	25.08	0.00	12/31/2015 Air/314 N Hayes St #G3/3031602904/Nov 18-Dec 18 2015				False	0
	12212015-N Total:	25.08							
12212015-O 447-447-7300-000 Utilities	12/21/2015	167.19	0.00	12/31/2015 Air/Dennison-Hwy 58/3033415083/Nov 18-Dec 18 2015				False	0
	12212015-O Total:	167.19							
12212015-P 447-447-7300-000 Utilities	12/21/2015	74.79	0.00	12/31/2015 Air/314 N Hayes St-Airport/3031228520/Nov 18-Dec 18 2015				False	0
	12212015-P Total:	74.79							
12232015 001-010-7300-000 Utilities	12/23/2015	149.80	0.00	12/31/2015 GG/311 East D/3024610954/Nov 21-Dec 22 1015				False	0
	12232015 Total:	149.80							
12232015-1 121-121-7520-000 St/Landscape ElectricUtilities	12/23/2015	111.17	0.00	12/31/2015 Strts/318 East E St/3030247040/Nov 21-Dec 22 1015				False	0
	12232015-1 Total:	111.17							
12232015-2 001-035-7102-000 Repairs & Maint-Parks	12/23/2015	183.09	0.00	12/31/2015 Land/114 S Green/3036023096/Nov 21-Dec 22 1015				False	0
	12232015-2 Total:	183.09							
12232015-3 121-121-7520-000 St/Landscape ElectricUtilities	12/23/2015	207.56	0.00	12/31/2015 Strts/113 S Mojave St/3039720563/Nov 21-Dec 22 1015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	12232015-3 Total:	207.56							
12232015-4	12/23/2015	412.95	0.00	12/31/2015				False	0
001-120-7300-000	Utilities				CC/104 S Robinson St/3041243996/Nov 21-Dec 22 1015				
	12232015-4 Total:	412.95							
12242015	12/24/2015	1,369.19	0.00	12/31/2015				False	0
001-100-7300-000	Utilities				PD/220 West C/3041405573/Nov 23-Dec 23 2015				
	12242015 Total:	1,369.19							
12242015-1	12/24/2015	21.35	0.00	12/31/2015				False	0
121-121-7520-000	S/Landscape Electric/Utilities				Sirs/213 S Curry St/3039764732/Nov 23-Dec 23 2015				
	12242015-1 Total:	21.35							
12242015-2	12/24/2015	29.67	0.00	12/31/2015				False	0
001-010-7300-000	Utilities				GG/200 W Tehachapi Blvd/3038101012/Nov 23-Dec 23 20				
	12242015-2 Total:	29.67							
12242015-3	12/24/2015	121.68	0.00	12/31/2015				False	0
608-608-7520-000	Street Lights				LLD/329 1/2 D St./3032809567/Nov 23-Dec 23 2015				
	12242015-3 Total:	121.68							
	0372 Total:	5,735.02							
	Southern California Edison	5,735.02							
SSD Systems									
1982									
1147036-A	12/14/2015	39.25	0.00	12/31/2015				False	0
447-447-6730-000	Contract Services				Air/314 Hayes St Pilots Lounge/Alarm Svc Jan 1-Jan 31 20				
	1147036-A Total:	39.25							
1147036-A0	12/14/2015	37.01	0.00	12/31/2015				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-040-6730-000 Contract Services					Const/100 Commercial Way/Alarm Svc Jan 1-Jan 31 2016				
1147036-A0 Total:		37.01							
1147036-A1	12/14/2015	49.00	0.00	12/31/2015				False	0
001-080-6730-000 Contract Services					Eng/129 East F St-Annex/Alarm Svc Jan 1-Jan 31 2016				
1147036-A1 Total:		49.00							
1147036-A2	12/14/2015	49.66	0.00	12/31/2015				False	0
001-030-6730-000 Contract Services					PW/800 Enterprise Way/Alarm Svc Jan 1-Jan 31 2016				
1147036-A2 Total:		49.66							
1147036-A3	12/14/2015	33.09	0.00	12/31/2015				False	0
444-403-6730-000 Contract Services					Swr/750 Enterprise Way-Water Storage/Alarm Svc Jan 1-Jan 31 2016				
1147036-A3 Total:		33.09							
1147036-A4	12/14/2015	33.08	0.00	12/31/2015				False	0
442-403-6730-000 Contract Services					Wtr/750 Enterprise Way-Water Storage/Alarm Svc Jan 1-Jan 31 2016				
1147036-A4 Total:		33.08							
1147036-A5	12/14/2015	27.48	0.00	12/31/2015				False	0
444-403-6730-000 Contract Services					Swr/750 Enterprise-Water Treatment/Alarm Svc Jan 1-Jan 31 2016				
1147036-A5 Total:		27.48							
1147036-A6	12/14/2015	27.47	0.00	12/31/2015				False	0
442-403-6730-000 Contract Services					Wtr/750 Enterprise Water-Treatment/Alarm Svc Jan 1-Jan 31 2016				
1147036-A6 Total:		27.47							
1147036-A7	12/14/2015	84.37	0.00	12/31/2015				False	0
001-140-6730-000 Contract Services					RR Depot/101 Tehachapi Blvd/Alarm Svc Jan 1-Jan 31 2016				
1147036-A7 Total:		84.37							
1147036-A8	12/14/2015	149.52	0.00	12/31/2015				False	0
001-100-6730-000 Contract Services					PD/220 C St/Alarm Svc Jan 1-Jan 31 2016				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	1147036-A8 Total:	149.52							
1147036-A9	12/14/2015	37.01	0.00	12/31/2015				False	0
001-010-6730-000	Contract Services				GG/115 S Robinson/Alarm Svc Jan 1-Jan 31 2016				
	1147036-A9 Total:	37.01							
1147036-A90	12/14/2015	24.67	0.00	12/31/2015				False	0
447-447-6730-000	Contract Services				Air/314 Hayes St-Radio Backup/Alarm Svc Jan 1-Jan 31 20				
	1147036-A90 Total:	24.67							
	1982 Total:	591.61							
	SSD Systems Total:	591.61							
St. Malachy Parish									
3958									
12152015	12/15/2015	200.00	0.00	12/31/2015				False	0
001-000-2124-000	Special Event InsuranceDeposi				GG/Special Event Deposit Refund				
	12152015 Total:	200.00							
	3958 Total:	200.00							
	St. Malachy Parish Total:	200.00							
Tartaglia Engineering									
2837									
10	12/21/2015	8,268.00	0.00	12/31/2015	13012-2201	Misc		False	0
447-009-8280-000	Capital Proj - Other				Air/Environmental Assessment-Relocate Airport Taxiway &				
	10 Total:	8,268.00							
	2837 Total:	8,268.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	Tartaglia Engineering Tota	8,268.00							
USA Bluebook 0450 822020	12/10/2015	289.40	0.00	12/31/2015				False	0
444-403-5170-000	Uniforms				Swr/Carhartt Coat & Bib Overall/A Gamble				
	822020 Total:	289.40							
	0450 Total:	289.40							
	USA Bluebook Total:	289.40							
Verizon Wireless 3011 9757236929	12/13/2015	29.65	0.00	12/31/2015				False	0
001-015-7320-000	Telephone & Internet				Fin/Mobile Broadband/H Chung/Nov 14-Dec 13 2015				
	9757236929 Total:	29.65							
9757236929-0	12/13/2015	15.01	0.00	12/31/2015				False	0
442-403-7320-000	Telephone				Wtr/Mobile Broadband/T Brown/Nov 14-Dec 13 2015				
	9757236929-0 Total:	15.01							
9757236929-1	12/13/2015	15.01	0.00	12/31/2015				False	0
444-403-7320-000	Telephone				Swr/Mobile Broadband/T Brown/Nov 14-Dec 13 2015				
	9757236929-1 Total:	15.01							
9757434051	12/18/2015	38.01	0.00	12/31/2015				False	0
001-080-7320-000	Telephone & Internet				Eng/Mobile Broadband/R Montgomery				
	9757434051 Total:	38.01							
9757434051-A	12/18/2015	19.00	0.00	12/31/2015				False	0
442-403-7320-000	Telephone				Wtr/Mobile Broadband/T Napier				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	9757434051-A Total:	19.00							
9757434051-B	12/18/2015	19.01	0.00	12/31/2015				False	0
444-403-7320-000 Telephone				Swr/Mobile Broadband/T Napier					
	9757434051-B Total:	19.01							
9757434051-C	12/18/2015	38.01	0.00	12/31/2015				False	0
001-080-7320-000 Telephone & Internet				Eng/Mobile Broadband/C Arbaut					
	9757434051-C Total:	38.01							
9757434051-D	12/18/2015	38.01	0.00	12/31/2015				False	0
001-010-7320-000 Telephone & Internet				GG/Mobile Broadband/G Garrett					
	9757434051-D Total:	38.01							
9757434051-E	12/18/2015	38.01	0.00	12/31/2015				False	0
447-447-7320-000 Telephone				Air/Mobile Broadband/Toughbook					
	9757434051-E Total:	38.01							
9757434051-F	12/18/2015	14.83	0.00	12/31/2015				False	0
442-403-7320-000 Telephone				Wtr/Mobile Broadband/T Napier					
	9757434051-F Total:	14.83							
9757434051-G	12/18/2015	14.82	0.00	12/31/2015				False	0
444-403-7320-000 Telephone				Swr/Mobile Broadband/T Napier					
	9757434051-G Total:	14.82							
9757434051-H	12/18/2015	29.65	0.00	12/31/2015				False	0
001-010-7320-000 Telephone & Internet				GG/Mobile Broadband/M Vance					
	9757434051-H Total:	29.65							
9757434051-I	12/18/2015	29.65	0.00	12/31/2015				False	0
001-080-7320-000 Telephone & Internet				Eng/Mobile Broadband/J Schlosser					
	9757434051-I Total:	29.65							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
9757434051-J	12/18/2015	15.01	0.00	12/31/2015				False	0
442-403-7320-000 Telephone					Wtr/Mobile Broadband/J Curry				
	9757434051-J Total:	15.01							
9757434051-K	12/18/2015	15.01	0.00	12/31/2015				False	0
444-403-7320-000 Telephone					Swr/Mobile Broadband/J Curry				
	9757434051-K Total:	15.01							
	3011 Total:	368.69							
	Verizon Wireless Total:	368.69							
Vulcan Materials Company Western Division									
0441									
70977845	12/4/2015	350.68	0.00	12/31/2015				False	0
442-403-7150-000 Repairs-streets					Wtr/3/8 Fine PG64-10				
	70977845 Total:	350.68							
	0441 Total:	350.68							
	Vulcan Materials Company	350.68							
Wise Consulting Inc., Lisa									
3561									
2118	11/11/2015	1,516.00	0.00	12/31/2015	15021-9301	Misc		False	0
001-050-6720-000 Consulting					CD/Housing Element Update 5th Cycle/Thru Oct 31 2015				
	2118 Total:	1,516.00							
2139	12/10/2015	2,312.00	0.00	12/31/2015	15021-9301	Misc		False	0
001-050-6720-000 Consulting					CD/Housing Element Update 5th Cycle/Thru Nov 30 2015				
	2139 Total:	2,312.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	3561 Total:	3,828.00							
	Wise Consulting Inc., Lisa	3,828.00							
WTTTS Everything for the Office									
0476									
139600-0	12/3/2015	506.63	0.00	12/31/2015	15002-7101	Misc		False	0
	001-100-6730-001 Dispatching Service				PD/Copies/Color Copies/Binding				
	139600-0 Total:	506.63							
139671-0	12/11/2015	30.87	0.00	12/31/2015				False	0
	001-010-6010-000 Office Supplies				GG/Refill-1 PG/DY Disk Jan-Dec				
	139671-0 Total:	30.87							
139695-0	12/11/2015	206.68	0.00	12/31/2015				False	0
	001-010-6010-000 Office Supplies				GG/11x17 Copy Paper/60x36Board-Mark-Wipe/D Jones				
	139695-0 Total:	206.68							
139699-0	12/11/2015	10.73	0.00	12/31/2015				False	0
	001-010-6010-000 Office Supplies				GG/Envelopes/CD-DVD 50 Pk				
	139699-0 Total:	10.73							
139700-0	12/11/2015	1.36	0.00	12/31/2015				False	0
	001-010-6010-000 Office Supplies				GG/Pen Refills-Medium-Blk-2Pk				
	139700-0 Total:	1.36							
139707-0	12/11/2015	28.92	0.00	12/31/2015				False	0
	001-010-6010-000 Office Supplies				GG/2" 4 Ring Binder 14x8 1/2				
	139707-0 Total:	28.92							
139729-0	12/15/2015	71.98	0.00	12/31/2015				False	0
	001-100-7105-000 Janitorial Supplies				PD/2 Ply Bath Tissue				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	139729-0 Total:	71.98							
139729-01	12/15/2015	193.88	0.00	12/31/2015				False	0
001-010-6010-000	Office Supplies			PD/Ink Cartridges					
	139729-01 Total:	193.88							
139754-0	12/18/2015	50.03	0.00	12/31/2015				False	0
001-010-6010-000	Office Supplies			GG/GRP Practice Book/A Johnson					
	139754-0 Total:	50.03							
139765-0	12/17/2015	208.00	0.00	12/31/2015				False	0
001-010-6010-000	Office Supplies			GG/Copier Drum/Adding Mach Roll					
	139765-0 Total:	208.00							
139767-0	12/18/2015	16.96	0.00	12/31/2015				False	0
001-010-6010-000	Office Supplies			GG/Pens-Med-Blue					
	139767-0 Total:	16.96							
139768-0	12/18/2015	10.05	0.00	12/31/2015				False	0
001-010-6010-000	Office Supplies			GG/Drive-8GB					
	139768-0 Total:	10.05							
139787-0	12/22/2015	131.13	0.00	12/31/2015				False	0
001-010-6010-000	Office Supplies			GG/Binders/Index Inserts/T Napier					
	139787-0 Total:	131.13							
	0476 Total:	1,467.22							
	WITTS Everything for the	1,467.22							

Accounts Payable
 Computer Check Register

User: afrescas
 Printed: 12/16/2015 - 11:12AM
 Batch: 10916.12.2015
 Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44045	3861	David A Torres	12/16/2015	12162015	7,500.00
Check 44045 Total:					7,500.00
Report Total:					7,500.00

Accounts Payable

Computer Check Register



CITY OF
TEHACHAPI
 CALIFORNIA

User: afrescas
 Printed: 12/29/2015 - 12:02PM
 Batch: 10930.12.2015
 Bank Account: AP

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44046	1505	Benz Construction Services	12/29/2015	2615097	726.75
Check 44046 Total:					726.75
44047	3274	Bright House Networks	12/29/2015	54495401121615	173.76
Check 44047 Total:					173.76
44048	3277	CoreLogic Information Soluti	12/29/2015	81641042	241.66
Check 44048 Total:					241.66
44049	3714	Accounting Unit Department	12/29/2015	12162015	150.00
Check 44049 Total:					150.00
44117	0155	FedEx	12/29/2015	526098425	36.12
Check 44117 Total:					36.12
44118	3844	Franchise Tax Board	12/29/2015	2230	285.00
Check 44118 Total:					285.00
44119	0395	The Gas Company	12/29/2015	12072015	207.27
				12072015-1	727.07
				12072015-2	109.49
Check 44119 Total:					1,043.83
44120	0493	Kieffe & Sons Ford	12/29/2015	20438	46.67
Check 44120 Total:					46.67
44121	3199	Slick Fish Marketing Co.	12/29/2015	2230	1,140.00
				2230-1	-285.00
Check 44121 Total:					855.00
44122	0431	Tehachapi News	12/29/2015	2638464	32.50
				2638464-1	47.50

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
				2638464-2	67.50
					<hr/>
				Check 44122 Total:	147.50
44123	0445	Tehachapi Senior Center Inc.	12/29/2015		
				12232015	400.00
					<hr/>
				Check 44123 Total:	400.00
44124	2676	USPS-Hasler	12/29/2015		
				12222015	1,000.00
					<hr/>
				Check 44124 Total:	1,000.00
					<hr/>
				Report Total:	5,106.29
					<hr/>
					<hr/>

Accounts Payable
To Be Paid Proof List

User: afrescas
 Printed: 01/13/2016 - 8:59 AM
 Batch: 10920.01.2016



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
ACWA/JPLA 0832									
0389557	1/7/2016	56,498.17	0.00	01/20/2016	Medical Insurance Premium/Feb 2016			False	0
001-000-2380-000 Medical Insurance									
	0389557 Total:	56,498.17							
0389557-0	1/7/2016	1,167.32	0.00	01/20/2016	Medical Insurance Premium-Adjustment/Feb 2016			False	0
001-000-2380-000 Medical Insurance									
	0389557-0 Total:	1,167.32							
0389557-1	1/7/2016	7,951.10	0.00	01/20/2016	Dental Insurance Premium/Feb 2016			False	0
001-000-2381-000 Dental Insurance									
	0389557-1 Total:	7,951.10							
0389557-2	1/7/2016	164.17	0.00	01/20/2016	Dental Insurance Premium-Adjustment/Feb 2016			False	0
001-000-2381-000 Dental Insurance									
	0389557-2 Total:	164.17							
0389557-3	1/7/2016	1,186.08	0.00	01/20/2016	Vision Insurance Premium/Feb 2016			False	0
001-000-2382-000 Vision Insurance									
	0389557-3 Total:	1,186.08							
0389557-4	1/7/2016	57.86	0.00	01/20/2016	Vision Insurance Premium-Adjustment/Feb 2016			False	0
001-000-2382-000 Vision Insurance									
	0389557-4 Total:	57.86							
0389557-5	1/7/2016	1,337.11	0.00	01/20/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
001-000-2340-000	Life Insurance Employees				Life Insurance Premium/Feb 2016				
	0389557-5 Total:	1,337.11							
0389557-6	1/7/2016	15.67	0.00	01/20/2016				False	0
001-000-2340-000	Life Insurance Employees				Life Insurance Premium-Adjustment/Feb 2016				
	0389557-6 Total:	15.67							
	0832 Total:	68,377.48							
	ACWA/JPIA Total:	68,377.48							
AECOM Technical Services Inc.									
3066									
37675078	12/16/2015	3,563.00	0.00	01/20/2016	14013-2101	Misc		False	0
660-660-6760-000	Engineering				Mill Street Rehabilitation Project				
	37675078 Total:	3,563.00							
37675079	12/16/2015	6,350.41	0.00	01/20/2016	15017-2101	Misc		False	0
449-449-8220-000	Improvement Misc				Motocross Project				
	37675079 Total:	6,350.41							
37675082	12/16/2015	702.00	0.00	01/20/2016				False	0
001-080-6760-000	Engineering (Reimbursable)				Eng/Attendance at Project Review Meetings 11-18 and 12-2				
	37675082 Total:	702.00							
37675082-0	12/16/2015	451.50	0.00	01/20/2016	14004-3201	C		False	0
329-329-8160-000	Construction				Freedom Plaza (Post final) Support CAD Use Agreement				
	37675082-0 Total:	451.50							
37675084	12/16/2015	13,950.19	0.00	01/20/2016	15010-2101	Misc		False	0
226-009-8150-000	TehBlvd Classf BikeLn Ph1				Tehachapi Blvd Bike Lane Phase I				
	37675084 Total:	13,950.19							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	3066 Total:	25,017.10							
	AECOM Technical Service	25,017.10							
AT&T									
2963									
7501332	1/2/2016	55.70	0.00	01/20/2016				False	0
	447-447-7320-000 Telephone				Air/DSL Fax/9391006711				
	7501332 Total:	55.70							
7501333	1/2/2016	19.64	0.00	01/20/2016				False	0
	444-403-7320-000 Telephone				Swr/Telemetry System/9391006714				
	7501333 Total:	19.64							
	2963 Total:	75.34							
	AT&T Total:	75.34							
Banks Pest Control Inc.									
1724									
474089	1/6/2016	72.00	0.00	01/20/2016				False	0
	001-010-7101-000 Rep/maint - City Hall				GG/Bi-Monthly Svc/Dec 2015/115 S Robinson				
	474089 Total:	72.00							
	1724 Total:	72.00							
	Banks Pest Control Inc. To	72.00							
BC Laboratories Inc.									
0035									
B222386	12/28/2015	325.00	0.00	01/20/2016				False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
444-403-6780-000	Laboratory Fees				Swr/Influent-Effluent/Water Samples				
	B222386 Total:	325.00							
B222493	12/28/2015	15.00	0.00	01/20/2016				False	0
442-403-6780-000	Laboratory Fees				Swr/Curry Resv				
	B222493 Total:	15.00							
B222612	12/30/2015	30.00	0.00	01/20/2016				False	0
442-401-6780-000	Laboratory Fees				Wtr/Dennison & Mojave Well				
	B222612 Total:	30.00							
B222613	12/30/2015	15.00	0.00	01/20/2016				False	0
442-403-6780-000	Laboratory Fees				Wtr/Curry Resv				
	B222613 Total:	15.00							
	0035 Total:	385.00							
	BC Laboratories Inc. Total	385.00							
Benz Propane Company Inc.									
0041									
73900	1/5/2015	59.32	0.00	01/20/2016				False	0
121-121-7110-000	Maint/repair-equipment				Sots/Propane				
	73900 Total:	59.32							
	0041 Total:	59.32							
	Benz Propane Company In	59.32							
BSK Associates									
0061									
0074845	9/30/2015	367.00	0.00	01/20/2016	14016-3201	C		False	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
332-332-8160-000 Construction					Curry St Median & Pinon St Improve/Sep 1-Sep 30 2015				
	007484S Total:	367.00							
	0061 Total:	367.00							
	BSK Associates Total:	367.00							
Chriso's Tree Trimming									
3191									
624	1/5/2016	900.00	0.00	01/20/2016				False	0
001-030-6733-000 Contract Serv-tree Maintenance					PW/Remove 2 Dead Trees & Stump-Robinson & East D St.				
	624 Total:	900.00							
	3191 Total:	900.00							
	Chriso's Tree Trimming To	900.00							
Coastline Equipment									
0503									
274342	12/22/2015	217.24	0.00	01/20/2016				False	0
442-403-7120-000 Equipment Maint					Wu/Parts-Pin-Tooth-Armrest Kit				
	274342 Total:	217.24							
	0503 Total:	217.24							
	Coastline Equipment Total	217.24							
DFM Associates									
0130									
1122016	1/12/2016	53.75	0.00	01/20/2016				False	0
001-120-6005-000 Special Supplies					CC/DFM Associates 2016 California Elections Code				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	1122016 Total:	53.75							
	0130 Total:	53.75							
	DFM Associates Total:	53.75							
Diamond Technologies									
3807									
15896	12/31/2015	2,055.44	0.00	01/20/2016				False	0
	001-070-8240-000 Computer Equipment				IT/Monthly Backup Agreement/Dec 2015				
	15896 Total:	2,055.44							
	3807 Total:	2,055.44							
	Diamond Technologies Tot	2,055.44							
HD Supply Waterworks LTD									
1801									
E631305	12/23/2015	696.60	0.00	01/20/2016				False	0
	442-403-7130-000 Repairs & Maint - Water Lines				Wtr/Narrowband Registers				
	E631305 Total:	696.60							
E926523	12/23/2015	178.74	0.00	01/20/2016				False	0
	442-403-7130-000 Repairs & Maint - Water Lines				Wtr/Hesc Adaptor for Non-Potable Water Use Only				
	E926523 Total:	178.74							
	1801 Total:	875.34							
	HD Supply Waterworks LT	875.34							

Kern Bros. Trucking Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
0241									
1810	12/21/2015	600.25	0.00	01/20/2016				False	0
	121-121-7110-000 Maint/repair-equipment				Stots/Plaster Sand				
	1810 Total:	600.25							
	0241 Total:	600.25							
	Kern Bros. Trucking Inc. T	600.25							
Lebeau Thelen LLP									
0263									
3	12/31/2015	441.00	0.00	01/20/2016				False	0
	001-100-6740-000 Legal Services				PD/Tehachapi Police Foundation				
	3 Total:	441.00							
	0263 Total:	441.00							
	Lebeau Thelen LLP Total:	441.00							
Mercury Graphics									
1055									
4722	12/15/2015	117.39	0.00	01/20/2016				False	0
	001-100-6710-000 Printing				PD/Business Cards/J McCombs/J Dunham				
	4722 Total:	117.39							
4728	1/11/2016	130.08	0.00	01/20/2016				False	0
	001-010-6710-000 Printing				GG/500 Envelopes-2 Color/500 Window Envelopes				
	4728 Total:	130.08							
	1055 Total:	247.47							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	Mercury Graphics Total:	247.47							
Mojave Sanitation 0304									
2661562	12/31/2015	170.00	0.00	01/20/2016				False	0
444-403-6730-000	Contract Services				Swr/975428801/800 Enterprise/Storage Container				
	2661562 Total:	170.00							
	0304 Total:	170.00							
	Mojave Sanitation Total:	170.00							
Our Valley Fence Company 3024									
6410	12/31/2015	4,550.00	0.00	01/20/2016				False	0
001-030-7150-000	Repairs-streets				PW/Repair MGS				
	6410 Total:	4,550.00							
	3024 Total:	4,550.00							
	Our Valley Fence Company	4,550.00							
P&J Electric Inc. 0182									
5144	12/29/2015	250.00	0.00	01/20/2016				False	0
442-401-7120-000	Equipment Maint				Wtr/Trouble Shoot Wahlstrom Well				
	5144 Total:	250.00							
	0182 Total:	250.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
P&J Electric Inc. Total:		250.00							
Powerstride Battery Co. Inc.									
3725									
B351326	1/4/2016	190.34	0.00	01/20/2016				False	0
001-030-7120-000 Equipment Maint				PW/PS78-775					
B351326 Total:		190.34							
3725 Total:		190.34							
Powerstride Battery Co. In		190.34							
Provost & Pritchard									
3568									
56310	12/16/2015	705.61	0.00	01/20/2016	13016-9301	Misc		False	0
442-403-8220-000 Improvement Misc				Snyder Well Intertie/Rd2 IRWM Grant Admin/Proj 02233-					
56310 Total:		705.61							
3568 Total:		705.61							
Provost & Pritchard Total:		705.61							
Rich Environmental Service									
2670									
63726	12/30/2015	300.00	0.00	01/20/2016				False	0
001-030-7120-000 Equipment Maint				PW/Annual Vapor Testing					
63726 Total:		300.00							
2670 Total:		300.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	Rich Environmental Service	300.00							
RSI Petroleum Products									
0362									
0289754	12/29/2015	802.36	0.00	01/20/2016				False	0
	001-030-7400-000 Gas & Oil				PW/Regular Unleaded Gasoline/Diesel Fuel				
	0289754 Total:	802.36							
	0362 Total:	802.36							
	RSI Petroleum Products To	802.36							
RST Cranes Inc.									
1945									
15-3075	12/30/2015	1,808.30	0.00	01/20/2016				False	0
	444-403-7100-000 Repairs & Maint				Swr/Operate 33 Ton Rigger				
	15-3075 Total:	1,808.30							
	1945 Total:	1,808.30							
	RST Cranes Inc. Total:	1,808.30							
Ruetgers & Schuler Civil Engineers									
3716									
12182015	12/18/2015	15,594.05	0.00	01/20/2016	15005-2101	Misc		False	0
	337-337-8160-000 Construction				Stets Gap Closure Project: Curry-Valley-Dennison-Anita				
	12182015 Total:	15,594.05							
	3716 Total:	15,594.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	Ruettgens & Schuler Civil	15,594.05							
Secure On-Site Shredding									
3674									
2661578	12/31/2015	35.00	0.00	01/20/2016				False	0
	444-403-6730-000 Contract Services				Swr/300421004/750 Enterprise/Shredding				
	2661578 Total:	35.00							
	3674 Total:	35.00							
	Secure On-Site Shredding	35.00							
Southern California Edison									
0372									
152016	1/5/2016	14.05	0.00	01/20/2016				False	0
	121-121-7520-000 St/Landscape ElectricUtilities				Srts/3001191076/303 E Ave D/Dec 1 2015-Jan 1 2016				
	152016 Total:	14.05							
152016-1	1/5/2016	77.46	0.00	01/20/2016				False	0
	615-615-7520-000 Street Lights				LLD/3038368118/Tehachapi Bl-Bailey Ave/Dec 1 2015-Jan				
	152016-1 Total:	77.46							
152016-2	1/5/2016	24.09	0.00	01/20/2016				False	0
	121-121-7520-000 St/Landscape ElectricUtilities				Srts/3001191026/326 East D St/Dec 1 2015-Jan 1 2016				
	152016-2 Total:	24.09							
162016	1/6/2016	80.82	0.00	01/20/2016				False	0
	121-121-7520-000 St/Landscape ElectricUtilities				Srts/3001190981/Highway 202/Dec 4 2015-Jan 5 2016				
	162016 Total:	80.82							
162016-1	1/6/2016	30.04	0.00	01/20/2016				False	0
	121-121-7520-000 St/Landscape ElectricUtilities				Srts/3037091928/Highway 202/Dec 4 2015-Jan 5 2016				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
	162016-1 Total:	30.04							
172016	1/7/2016	1,939.45	0.00	01/20/2016				False	0
442-401-7300-000	Utilities			Wtr/3001479005/Pinon/Dec 7 2015-Jan 6 2016					
	172016 Total:	1,939.45							
172016-1	1/7/2016	39.05	0.00	01/20/2016				False	0
604-604-7510-000	Landscape Electricity			LLD/3040033468/1002 Applewood St/Dec 7 2015-Jan 6 2016					
	172016-1 Total:	39.05							
172016-2	1/7/2016	36.37	0.00	01/20/2016				False	0
604-604-7510-000	Landscape Electricity			LLD/3032283007/1347 Clasico Dr Ped/Dec 7 2015-Jan 6 2016					
	172016-2 Total:	36.37							
172016-3	1/7/2016	26.20	0.00	01/20/2016				False	0
604-604-7510-000	Landscape Electricity			LLD/3032283080/1115 Alder Ave Ped/Dec 7 2015-Jan 6 2016					
	172016-3 Total:	26.20							
172016-4	1/7/2016	26.07	0.00	01/20/2016				False	0
604-604-7510-000	Landscape Electricity			LLD/3032283230/1415 Alder Ave Ped/Dec 7 2015-Jan 6 2016					
	172016-4 Total:	26.07							
172016-5	1/7/2016	1,532.69	0.00	01/20/2016				False	0
442-401-7300-000	Utilities			Wtr/3026570809/1299 S Curry St/Dec 7 2015-Jan 6 2016					
	172016-5 Total:	1,532.69							
172016-6	1/7/2016	5,927.62	0.00	01/20/2016				False	0
442-401-7300-000	Utilities			Wtr/3001424507/Curry/Dec 7 2015-Jan 6 2016					
	172016-6 Total:	5,927.62							
182016	1/8/2016	26.51	0.00	01/20/2016				False	0
603-603-7510-000	Landscape Electricity			LLD/3031449810/311 Sutter St/Dec 8 2015-Jan 7 2016					
	182016 Total:	26.51							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
182016-A	1/8/2016	26.18	0.00	01/20/2016				False	0
604-604-7510-000	Landscape Electricity				LLD/3031449835/501 1/2 Pinon/Dec 8 2015-Jan 7 2016				
	182016-A Total:	26.18							
182016-B	1/8/2016	11.96	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities				Strts/3014323381/Tehachapi BI-Dennison/Dec 1 2015-Jan 1 2016				
	182016-B Total:	11.96							
182016-C	1/8/2016	30.04	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities				Strts/3021327950/800 S Curry/Dec 1 2015-Jan 1 2016				
	182016-C Total:	30.04							
182016-D	1/8/2016	43.72	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities				Strts/3021694626/Dennison-Brett/Dec 1 2015-Jan 1 2016				
	182016-D Total:	43.72							
182016-E	1/8/2016	199.50	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities				Strts/3022188288/Goodrick-Dennison/Dec 1 2015-Jan 1 2016				
	182016-E Total:	199.50							
182016-F	1/8/2016	399.01	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities				Strts/3023199484/Valley BI-Dennison/Dec 1 2015-Jan 1 2016				
	182016-F Total:	399.01							
182016-G	1/8/2016	193.71	0.00	01/20/2016				False	0
444-403-7300-000	Utilities				Swr/3024393983/Tehachapi BI/Nov 25-Dec 28 2015				
	182016-G Total:	193.71							
182016-H	1/8/2016	49.37	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities				Strts/3023684789/Tehachapi-Tucker/Dec 1 2015-Jan 1 2016				
	182016-H Total:	49.37							
182016-I	1/8/2016	319.61	0.00	01/20/2016				False	0
604-604-7520-000	Street Lights				LLD/3041475940/Pinon-F Orchard-Curry/Dec 1 2015-Jan 1 2016				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	182016-I Total:	319.61							
182016-J	1/8/2016	219.85	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3028885976/100 W Tehachapi Bl/Dec 7 2015-Jan 6 2016				
	182016-J Total:	219.85							
182016-K	1/8/2016	360.67	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3028886262/101 West F/Dec 7 2015-Jan 6 2016				
	182016-K Total:	360.67							
182016-L	1/8/2016	7,747.48	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3001479007/TR 2995 Oakwood-Valley/Dec 1 2015-Jan 1 2016				
	182016-L Total:	7,747.48							
182016-M	1/8/2016	173.39	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3001478999/Tucker Rd-Hwy 202/Dec 1 2015-Jan 1 2016				
	182016-M Total:	173.39							
182016-N	1/8/2016	72.85	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3001479000/Mill & J St/Dec 1 2015-Jan 1 2016				
	182016-N Total:	72.85							
182016-O	1/8/2016	55.33	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3001479001/Tr 45361 Mulberry/Dec 1 2015-Jan 1 2016				
	182016-O Total:	55.33							
182016-P	1/8/2016	90.68	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3001479002/Mill & J St/Dec 1 2015-Jan 1 2016				
	182016-P Total:	90.68							
182016-Q	1/8/2016	259.53	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strs/3001479003/F St-Mulberry/Dec 1 2015-Jan 1 2016				
	182016-Q Total:	259.53							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
182016-R	1/8/2016	11.10	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strts/30044016-19/213 West U/Dec 1 2015-Jan 1 2016				
	182016-R Total:	11.10							
182016-S	1/8/2016	16.45	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strts/3004401620/Highline-Curry/Dec 1 2015-Jan 1 2016				
	182016-S Total:	16.45							
182016-T	1/8/2016	11.10	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strts/3001479004/Mill St-E St/Dec 1 2015-Jan 1 2016				
	182016-T Total:	11.10							
182016-U	1/8/2016	158.69	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strts/3014323324/Tucker-Valley/Dec 1 2015-Jan 1 2016				
	182016-U Total:	158.69							
182016-V	1/8/2016	158.63	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strts/3014323345/710 W Tehachapi Bl/Dec 1 2015-Jan 1 2016				
	182016-V Total:	158.63							
182016-W	1/8/2016	66.43	0.00	01/20/2016				False	0
614-614-7520-000 Street Lights					LLD/3042653649/Industrial Pkwy/Dec 1 2015-Jan 1 2016				
	182016-W Total:	66.43							
182016-X	1/8/2016	1,147.30	0.00	01/20/2016				False	0
442-401-7300-000 Utilities					Wtr/3027414133/129 Brentwood/Dec 1 2015-Jan 1 2016				
	182016-X Total:	1,147.30							
182016-Y	1/8/2016	26.24	0.00	01/20/2016				False	0
602-602-7510-000 Landscape Electricity					LLD/3029390898/180 Valley/Dec 1 2015-Jan 1 2016				
	182016-Y Total:	26.24							
182016-Z	1/8/2016	17.78	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape ElectricUtilities					Strts/3001478998/Curry St-Pinon/Dec 1 2015-Jan 1 2016				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	182016-Z Total:	17.78							
182016-Z1	1/8/2016	26.07	0.00	01/20/2016				False	0
603-603-7510-000	Landscape Electricity			LLD/3030238025/115 Manzanita Ln/Dec 1 2015-Jan 1 2016					
	182016-Z1 Total:	26.07							
192016-A	1/9/2016	42.49	0.00	01/20/2016				False	0
442-401-7300-000	Utilities			Wtr/3005627379/126 S Snyder/Dec 9 2015-Jan 7 2016					
	192016-A Total:	42.49							
192016-B	1/9/2016	2,009.98	0.00	01/20/2016				False	0
442-401-7300-000	Utilities			Wtr/3005627377/NW Corner Anita-Dennison/Dec 9 2015-J					
	192016-B Total:	2,009.98							
192016-C	1/9/2016	798.37	0.00	01/20/2016				False	0
442-401-7300-000	Utilities			Wtr/3004401622/White Oak Extend-E Curry/Dec 8 2015-Je					
	192016-C Total:	798.37							
192016-D	1/9/2016	66.80	0.00	01/20/2016				False	0
608-608-7520-000	Street Lights			LLD/3031027704/Mill St-D St/Dec 1 2015-Jan 1 2016					
	192016-D Total:	66.80							
192016-E	1/9/2016	266.57	0.00	01/20/2016				False	0
603-603-7510-000	Landscape Electricity			LLD/3031870150/Manzanita-Green/Dec 1 2015-Jan 1 2016					
	192016-E Total:	266.57							
192016-F	1/9/2016	1,198.75	0.00	01/20/2016				False	0
606-606-7520-000	Street Lights			LLD/3034115301/Dennison-Pinson St/Dec 1 2015-Jan 1 201					
	192016-F Total:	1,198.75							
192016-G	1/9/2016	25.91	0.00	01/20/2016				False	0
121-121-7520-000	St/Landscape ElectricUtilities			Strts/3021939437/1300 Goodrick Dr #Z/Dec 9 2015-Jan 8 2					
	192016-G Total:	25.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
192016-H	1/9/2016	71.96	0.00	01/20/2016				False	0
121-121-7520-000 St/Landscape Electric Utilities					Srta/3036080600/Mulberry-Brentwood/Dec 1 2015-Jan 1 2				
	192016-H Total:	71.96							
192016-I	1/9/2016	204.19	0.00	01/20/2016				False	0
444-403-7300-000 Utilities					Swr/30009468705/755 Steuber Well/Dec 9 2015-Jan 8 2016				
	192016-I Total:	204.19							
192016-J	1/9/2016	39.79	0.00	01/20/2016				False	0
701-701-7510-000 Landscape Electricity					Drain/3038704389/409 Bailey Ct/Dec 9 2015-Jan 8 2016				
	192016-J Total:	39.79							
192016-K	1/9/2016	26.37	0.00	01/20/2016				False	0
606-606-7510-000 Landscape Electricity					LLD/3033871658-Tract 5812/1199 Canyon Dr E/Dec 9 2015				
	192016-K Total:	26.37							
192016-L	1/9/2016	26.50	0.00	01/20/2016				False	0
606-606-7510-000 Landscape Electricity					LLD/3033871690-Tract 5812/1200 S Dennison/Dec 9 2015				
	192016-L Total:	26.50							
192016-M	1/9/2016	27.33	0.00	01/20/2016				False	0
606-606-7510-000 Landscape Electricity					LLD/3033871698-Tract 5812/1202 S Dennison/Dec 9 2015				
	192016-M Total:	27.33							
192016-N	1/9/2016	26.51	0.00	01/20/2016				False	0
606-606-7510-000 Landscape Electricity					LLD/3033871747-Tract 5812/1000 Canyon Dr/Dec 9 2015-				
	192016-N Total:	26.51							
	0372 Total:	26,504.61							
	Southern California Edison	26,504.61							

Statewide Traffic Safety & Signs Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
3281									
12002268	12/22/2015	288.96	0.00	01/20/2016				False	0
	121-121-7100-000 Street Signs & Markings				Srsts/R1-1 30"x30" Aluminum .063" HI				
	12002268 Total:	288.96							
	3281 Total:	288.96							
	Statewide Traffic Safety &	288.96							
Tehachapi Flower Shop									
0428									
9837	12/31/2015	62.35	0.00	01/20/2016				False	0
	001-010-6310-000 Community Relations				GG/Christmas Floral Arrangement/Susan Wiggins				
	9837 Total:	62.35							
	0428 Total:	62.35							
	Tehachapi Flower Shop To	62.35							
Tehachapi Lawn and Garden Equipment									
1947									
12232015	12/23/2015	9.50	0.00	01/20/2016				False	0
	001-030-7120-000 Equipment Maint				PW/Kern County Sales Tax				
	12232015 Total:	9.50							
12282015	12/28/2015	233.40	0.00	01/20/2016				False	0
	001-030-7120-000 Equipment Maint				PW/Echo Pole Saw Repaired				
	12282015 Total:	233.40							
	1947 Total:	242.90							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number					Description	Reference			
	Tehachapi Lawn and Garde	242.90							
WITTS Everything for the Office									
0476									
139918-0	1/8/2016	178.15	0.00	01/20/2016				False	0
001-100-7105-000	Janitorial Supplies				PD/Multi Fold Towies and Dispenser				
	139918-0 Total:	178.15							
139918-00	1/8/2016	131.99	0.00	01/20/2016				False	0
001-100-6010-000	Office Supplies				PD/Stamp/Pens/Labels/Toner				
	139918-00 Total:	131.99							
139918-1	1/11/2016	401.61	0.00	01/20/2016				False	0
001-100-6010-000	Office Supplies				PD/Toner/Bus Card Holder				
	139918-1 Total:	401.61							
	0476 Total:	711.75							
	WITTS Everything for the	711.75							
	Report Total:	151,959.96							

Accounts Payable
Computer Check Register

User: afrescas
 Printed: 01/04/2016 - 1:20PM
 Batch: 10904.01.2016
 Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44129	3959	Indoff Incorporated	1/4/2016	2735358	11,621.10
Check 44129 Total:					11,621.10
Report Total:					11,621.10

Accounts Payable
Computer Check Register

User: afrescas
 Printed: 01/05/2016 - 11:38AM
 Batch: 10906.01.2016
 Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44169	3960	Coplogic Inc	1/5/2016	01425-20151031	10,500.00
Check 44169 Total:					10,500.00
Report Total:					10,500.00

Accounts Payable
 Computer Check Register

User: afrescas
 Printed: 01/07/2016 - 9:06AM
 Batch: 10907.01.2016
 Bank Account: AP



CITY OF
TEHACHAPI
 CALIFORNIA

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44170	0565	CWEA	1/7/2016	01062016	86.00
Check 44170 Total:					86.00
Report Total:					86.00

Accounts Payable
Computer Check Register

User: afrescas
Printed: 01/12/2016 - 2:49PM
Batch: 10912.01.2016
Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44171	1729	Alpha Landscape Maintenanc	1/12/2016		
				12536	50.00
				12536-A	25.00
				12536-B	85.00
				12536-C	400.00
				12536-D	270.00
				12536-E	227.00
				12536-F	11.00
				12536-G	720.00
				12536-H	553.00
				12536-I	82.00
				12536-J	505.00
				12536-K	28.00
				12536-L	105.00
				12536-M	128.00
				12536-N	35.00
				12536-O	25.00
				12536-P	35.00
				12536-Q	10.00
				12536-R	40.00
				12536-S	860.00
				12536-T	321.00
				12536-U	1,235.00
				12536-V	7,790.00
				12536-W	3,632.00
				12536-X	25.00
				12536-Y	95.00
				12537	1.66
				12537-A	4.98
				12537-B	3.32
				12537-C	4.98
				12537-D	1.66
				12537-E	38.22
				12537-F	3.32
				12537-G	16.61
				12537-H	3.32
				12537-I	16.61
				12537-J	46.53
				12537-K	4.98
				12537-L	1.66
				12537-M	4.98
				12537-N	1.66
				12537-O	0.83
				12537-P	1.66
				12537-Q	1.66
				12537-R	1.66
				12537-S	1.66
				12537-T	3.32
				12537-U	0.83

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
				Check 44171 Total:	17,458.11
44172	1695	Applegate Garden Florist	1/12/2016		
				40145-1	49.40
				40203-1	49.40
				Check 44172 Total:	98.80
44173	1851	AT&T	1/12/2016		
				01012016	18.81
				Check 44173 Total:	18.81
44174	2963	AT&T	1/12/2016		
				7390593	417.67
				Check 44174 Total:	417.67
44175	0030	The Bakersfield Californian	1/12/2016		
				2640556	292.50
				Check 44175 Total:	292.50
44176	0035	BC Laboratories Inc.	1/12/2016		
				B221783	75.00
				B221783-1	36.00
				B221835	325.00
				B222067	50.00
				B222067-1	36.00
				B222254	30.00
				Check 44176 Total:	552.00
44177	3566	BlueLine Rental	1/12/2016		
				26495950002	159.02
				Check 44177 Total:	159.02
44178	3837	CEMEX Construction Materi	1/12/2016		
				9432314069	483.73
				Check 44178 Total:	483.73
44179	0101	Central San Joaquin Valley R	1/12/2016		
				1A-2016-0170-A	32,267.48
				1A-2016-0170-B	2,502.48
				1A-2016-0170-C	4,326.89
				1A-2016-0170-D	14,577.56
				1A-2016-0170-E	14,780.83
				1A-2016-0170-F	772.74
				1A-2016-0170-G	6,124.00
				1A-2016-0170-H	2,983.88
				1A-2016-0170-I	541.24
				1A-2016-0170-J	6,616.21
				1A-2016-0170-K	2,338.12
				1A-2016-0170-L	3,188.52
				1A-2016-0170-M	1,632.32
				1A-2016-0170-N	166.25
				1A-2016-0170-O	5,566.44
				1A-2016-0170-P	41,096.99

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
				1A-2016-0170-Q	115.39
				1A-2016-0170-R	336.37
				1A-2016-0170-S	57.69
				1A-2016-0170-T	3,630.60
				1A-2016-0170-U	507.62
				1A-2016-0170-V	18,691.49
				A-2016-0170-W	12,448.51
				1A-2016-0170-X	129.19
				1A-2016-0170-Y	2,013.19
				Check 44179 Total:	177,412.00
44180	2147	Coffee Break Service Inc.	1/12/2016	Jan4823	26.95
				Check 44180 Total:	26.95
44181	2776	Consolidated Electrical Dist.	1/12/2016	351-512285	1,186.80
				351-970265	-52.08
				Check 44181 Total:	1,134.72
44182	3708	Customized Custodial Service	1/12/2016	COT1215SS2	85.00
				Check 44182 Total:	85.00
44183	3961	Echelon Design	1/12/2016	2830	125.00
				Check 44183 Total:	125.00
44184	2113	Fuel Controls Inc.	1/12/2016	85926	11,916.27
				Check 44184 Total:	11,916.27
44185	0395	The Gas Company	1/12/2016	182015	331.58
				182015-1	205.38
				Check 44185 Total:	536.96
44186	1801	HD Supply Waterworks LTD	1/12/2016	E917026	44.62
				E926512-1	28.56
				E926512	1,478.45
				E926560	145.66
				E930791	81.17
				Check 44186 Total:	1,778.46
44187	3278	Hub Construction Specialties	1/12/2016	A10013785	43.54
				Check 44187 Total:	43.54
44188	3657	Wiley D. Hughes Surveying I	1/12/2016	1575	1,725.00

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
					1,725.00
		Check 44188 Total:			
44189	0216	Judicial Data Systems Corpor.	1/12/2016	5745	100.00
		Check 44189 Total:			100.00
44190	1469	Kern County Auditor-Control	1/12/2016	1122016	50.00
		Check 44190 Total:			50.00
44191	0842	Kern Transit	1/12/2016	OCT2015	14,164.10
				OCT2015-1	-584.13
		Check 44191 Total:			13,579.97
44192	0300	Mission Linen & Uniform Set	1/12/2016	501591298	49.40
				501501814	99.10
				501546861	104.52
				501591297	99.10
				501638849	104.52
				501638850	49.40
		Check 44192 Total:			506.04
44193	2611	Municipal Maintenance Equip	1/12/2016	0106712-IN	1,642.26
		Check 44193 Total:			1,642.26
44194	3848	O'Reilly Automotive Inc	1/12/2016	4447-144667	10.74
				4447-145194	42.44
				4447-144431	7.51
				4447-145337	1.92
				4447-146160	66.95
		Check 44194 Total:			129.56
44195	0015	211 Praxair Distribution Inc.	1/12/2016	54480788	151.65
		Check 44195 Total:			151.65
44196	3306	Precision Labs	1/12/2016	31975	435.00
		Check 44196 Total:			435.00
44197	2871	ProForce Law Enforcement	1/12/2016	258754	2,526.90
		Check 44197 Total:			2,526.90
44198	0362	RSI Petroleum Products	1/12/2016	0289600	930.73

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
					Check 44198 Total: 930.73
44199	1945	RST Cranes Inc.	1/12/2016		
				15-3064	1,070.00
					Check 44199 Total: 1,070.00
44200	3000	Sail Thru Car Wash-Attn: Bill	1/12/2016		
				131	16.00
				131-1	25.00
				131-2	10.00
					Check 44200 Total: 51.00
44201	3674	Secure On-Site Shredding	1/12/2016		
				2661577	35.00
					Check 44201 Total: 35.00
44202	2902	Sim Sanitation Inc	1/12/2016		
				33188	82.00
					Check 44202 Total: 82.00
44203	0372	Southern California Edison	1/12/2016		
				12262015	26.88
				12262015-0	25.93
				12262015-1	212.98
				12262015-2	63.54
				12262015-3	51.16
				12262015-4	6,658.79
				12262015-5	2,070.62
				12262015-6	25.38
				12292015	58.92
				12302015	19.11
				12302015-0	1,622.33
				12302015-1	19.11
				12302015-2	123.28
				12302015-3	284.00
				12302015-4	205.96
					Check 44203 Total: 11,467.99
44204	0445	Tehachapi Senior Center Inc.	1/12/2016		
				1112016	400.00
					Check 44204 Total: 400.00
44205	0426	Tehachapi-Cummings County	1/12/2016		
				01062016-1	4.50
				01062016-2	4.50
				01062016-0	4.50
				01062016-3	4.50
				01062016-5	4.50
				01062016-6	4.50
				01062016-4	4.50
					Check 44205 Total: 31.50
44206	3824	Global Corporate Trust Servic	1/12/2016		

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
				62045	9,738.10
				62045-1	586.63
				62045-2	1,407.92
					<hr/>
				Check 44206 Total:	11,732.65
44207	3956	Universal Electronic Alarms I	1/12/2016		
				TRN-CA24682	81.00
					<hr/>
				Check 44207 Total:	81.00
44208	0450	USA Bluebook	1/12/2016		
				826939	511.33
					<hr/>
				Check 44208 Total:	511.33
44209	3011	Verizon Wireless	1/12/2016		
				9757528264	15.01
				9757528264-1	15.01
					<hr/>
				Check 44209 Total:	30.02
44210	3680	Vortex Industries Inc.	1/12/2016		
				42-992207-1	902.00
					<hr/>
				Check 44210 Total:	902.00
44211	0476	WITTS Everything for the Of	1/12/2016		
				139828-0	15.04
				139809-0	64.39
				139855-0	64.23
				139855-00	254.76
				C139564-0	-29.10
				C138921-0	-35.31
					<hr/>
				Check 44211 Total:	334.01
					<hr/>
				Report Total:	261,045.15
					<hr/> <hr/>

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

MONTH END BANK STATEMENT BALANCE

BANK ACCOUNTS	Institution	Acct#	7/31/2015	8/31/2015	9/30/2015	10/31/2015	11/30/2015	12/31/2015
General Checking	Bank of the Sierra	21002-06457	1,372,564.55	650,579.37	638,877.46	533,950.92	504,930.60	642,489.61
Water Deposit Trust	Bank of the Sierra	21002-08503	111,885.00	109,870.00	112,350.00	114,280.00	110,840.00	110,840.00
AD 83-1/87-1, Tucker	Bank of the Sierra	21004-80193	87,633.41	87,633.41	87,635.93	87,635.93	0.00	0.00
AD 89-3	Bank of the Sierra	21002-81054	828.82	828.82	828.82	828.82	0.00	0.00
Payroll	Bank of the West	709-031215	96,667.76	96,154.64	95,805.81	95,329.56	94,978.17	94,679.62
AFLAC Flex Spending	Bank of the West	709-039747	13,455.85	14,157.15	15,590.75	16,624.61	14,394.12	14,619.38
Airport key Deposit/Cr Card Purch	Bank of the West	709-029821	78,059.11	98,317.06	118,446.96	138,059.48	149,296.15	158,624.77
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	8,446,589.49	8,446,589.49	8,146,589.49	7,755,980.20	6,255,980.20	5,955,980.20
Total Funds in Banks			10,315,662.08	9,612,108.03	9,324,103.31	8,850,667.61	7,238,397.33	7,085,211.67
INVESTMENTS								
CSJVRMA Investment Pool	Chandler Asset Mgt	1113	2,064,311.00	2,064,354.00	2,074,141.00	2,071,972.00	2,066,520.00	2,064,201.00
Loaned to Wtr/Swr to pay-off COP2000			145,889.41	145,889.41	145,889.41	145,889.41	0.00	0.00
Total Investments			2,210,200.41	2,210,243.41	2,220,030.41	2,217,861.41	2,066,520.00	2,064,201.00
TOTAL PORTFOLIO			12,525,862.49	11,822,351.44	11,544,133.72	11,068,529.02	9,304,917.33	9,149,412.67
RDA SUCCESSOR AGENCY FUNDS								
RDA 2007	Bank of New York	870951/52/53/54	333,060.99	333,060.99	333,060.99	333,060.99	734,320.99	362,780.16
RDA 2005	Bank of New York	870711-16	292,456.25	292,456.25	292,456.25	292,456.25	681,397.50	322,176.25
Successor Agency RDA	LAIF	98-15-914 (2)	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05
Total RDA Successor Agency Funds			3,769,167.29	3,769,167.29	3,769,167.29	3,769,167.29	4,559,368.54	3,828,606.46



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: JANUARY 19, 2016 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: JANUARY 13, 2016

SUBJECT: LOAN AGREEMENT FOR ADMINISTRATIVE COSTS

BACKGROUND

Upon dissolution of the Tehachapi Redevelopment Agency on February 1, 2012 pursuant to Part 1.85 of the Community Redevelopment Law ("Part 1.85"), the Successor Agency to the Tehachapi Redevelopment Agency was constituted and is governed by a board of directors consisting of the members of the City Council. The Successor Agency is required to undertake a number of actions pursuant to Part 1.85, including winding down the affairs of the former Tehachapi Redevelopment Agency ("Agency") pursuant to Health and Safety Code Section 34177(h).

The Legislature adopted AB 1484 on June 27, 2012, significantly amending Part 1.85, including Health and Safety Code Section 34173(h) to authorize the City to loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans. Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), with the approval of the oversight board, the Successor Agency may enter into agreements with the City.

Health and Safety Code Section 34171 authorizes the Agency to receive an "administrative cost allowance," in the amount of \$52,000, for the fiscal year commencing July 1, 2015 and ending June 30, 2016. Pursuant to the property tax disbursement under Health and Safety Code Section 34183, the Agency does not expect to receive sufficient funds for its administrative cost allowance. As a result, the City proposes to loan such funds to the Agency.

The attached Resolution approves a Loan Agreement for Fiscal Year 2015-16 Administrative Costs between the City and the Successor Agency attached as Exhibit A to the attached Resolution. The Agreement provides for the Successor Agency to use the City's staff, facilities, and other resources for the administration and operations of the Successor Agency, for the City to loan the cost of such staff, facilities and other resources pursuant to Health and Safety Code Section 34173(h), and for the Successor Agency to repay the City for such loan.

RECOMMENDATION

Staff recommends adoption of a Resolution of the Board of Directors to the Tehachapi Redevelopment Successor Agency and a Resolution of the Tehachapi City Council approving the Loan Agreement for Fiscal Year 2015-16 Administrative Costs between the City and the Successor Agency, and taking certain other actions.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI APPROVING THE EXECUTION OF A LOAN
AGREEMENT FOR FISCAL YEAR 2015-16 ADMINISTRATIVE COSTS
BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO
THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING
CERTAIN ACTIONS IN CONNECTION THEREWITH**

RECITALS:

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170), the Successor Agency to the Tehachapi Redevelopment Agency ("Successor Agency") is required to undertake a number of actions, including winding down the affairs of the former Redevelopment Agency pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and City staff serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the former Redevelopment Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.

D. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations.

E. Pursuant to Health and Safety Code Section 34173(h), the City may loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.

F. The Successor Agency will not receive sufficient funds pursuant to Health and Safety Code Section 34183 for an administrative cost allowance in the amount of \$52,000, for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

G. The City desires to loan the Successor Agency \$52,000 pursuant to Health and Safety Code Section 34173(h) for administrative costs incurred during the fiscal year commencing July 1, 2015 and ending June 30, 2016 (the "FY 2015-16 Loan").

H. The City and the Successor Agency desire to enter into an agreement (the "Agreement"), attached hereto as Exhibit A, to provide for an appropriate method for the Successor Agency to repay the FY 2015-16 Loan to the City.

NOW, THEREFORE, THE CITY COUNCIL HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby approves the Agreement and the Mayor (or in the Mayor's absence, the Mayor Pro Tempore) is hereby authorized and directed to execute the Agreement.

Section 3. The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things which they deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED AND ADOPTED this 19th day of January, 2016.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Loan Agreement for Fiscal Year 2015-16 Administrative Costs

(see attached)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY APPROVING THE EXECUTION OF A LOAN AGREEMENT FOR FISCAL YEAR 2015-16 ADMINISTRATIVE COSTS BY AND BETWEEN THE CITY AND THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

RECITALS:

A. Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) ("Part 1.85"), the Successor Agency to the Tehachapi Redevelopment Agency ("Successor Agency") is required to undertake a number of actions related to winding down the affairs of the former Redevelopment Agency pursuant to Health and Safety Code Section 34177(h).

B. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and City staff serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Redevelopment Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

C. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.

D. Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations.

E. Pursuant to Health and Safety Code Section 34173(h), the City may loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.

F. The Successor Agency will not receive sufficient funds pursuant to Health and Safety Code Section 34183 for an administrative cost allowance in the amount of \$52,000, for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

G. The City desires to loan the Successor Agency \$52,000 pursuant to Health and Safety Code Section 34173(h) for administrative costs incurred during the fiscal year commencing July 1, 2015 and ending June 30, 2016 (the "FY 2015-16 Loan").

H. The City and the Successor Agency desire to enter into an agreement (the "Agreement"), attached hereto as Exhibit A, to provide for an appropriate method for the Successor Agency to repay the FY 2015-16 Loan to the City.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE TEHACHAPI REDEVELOPMENT AGENCY, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Board hereby approves the Agreement and the Chair and Executive Director are hereby authorized and directed, acting singly, to execute the Agreement.

Section 3. The officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

PASSED AND ADOPTED this 19th day of January, 2015.

Chair

ATTEST:

Secretary

EXHIBIT A

Loan Agreement for Fiscal Year 2015-16 Administrative Costs

(see attached)

LOAN AGREEMENT FOR FISCAL YEAR 2015-16 ADMINISTRATIVE COSTS

This LOAN AGREEMENT FOR FISCAL YEAR 2015-16 ADMINISTRATIVE COSTS (this "Agreement") is entered into as of January 19, 2016, by and between the City of Tehachapi (the "City") and the Successor Agency to the Tehachapi Redevelopment Agency (the "Successor Agency").

RECITALS:

- A. The Successor Agency is required to undertake a number of actions pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) ("Part 1.85"), including winding down the affairs of the former Tehachapi Redevelopment Agency ("Agency") pursuant to Health and Safety Code Section 34177(h).
- B. The Legislature adopted AB 1484 on June 27, 2012, significantly amending Part 1.85, including Health and Safety Code Section 34173(h) to authorize the City to loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.
- C. Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), with the approval of the oversight board, the Successor Agency may enter into agreements with the City.
- D. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City.
- E. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and City

staff serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with winding down the affairs of the Agency.

- F. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.
- G. The Successor Agency will not receive sufficient funds pursuant to Health and Safety Code Section 34183 for an administrative cost allowance in the amount of \$52,000, for the fiscal year commencing July 1, 2015 and ending June 30, 2016.
- H. Pursuant to Health and Safety Code Section 34173 (h) the City will loan the Successor Agency \$52,000 for administrative costs incurred during the fiscal year commencing July 1, 2015 and ending June 30, 2016.
- I. The City and the Successor Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for an appropriate method for the Successor Agency to repay the loan to the City.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. The City shall make available to the Successor Agency its staff, facilities, services, and other resources, including, without limitation, consultants, legal counsel,

office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency and the Successor Agency shall have access to the foregoing staff, facilities, services, and other resources of the City.

Section 2. The cost of the City staff, including all employee retirement and other benefits, facilities, services, and other resources of the City, including, without limitation, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency made, and to be made, available to the Successor Agency during the fiscal year commencing July 1, 2015 and ending June 30, 2016, in the amount of \$52,000, shall constitute a loan (the "FY 2015-16 Loan") to the Successor Agency by the City to be repaid in accordance with this Agreement. The Parties agree and acknowledge that the FY 2015-16 Loan constitutes a loan under Health and Safety Code Section 34173(h) and the repayment of the FY 2015-16 Loan pursuant to this Agreement constitutes an enforceable obligation of the Successor Agency.

Section 3. The City shall submit an invoice to the Successor Agency for advances by the City to the Successor Agency during the fiscal year commencing July 1, 2015 and ending June 30, 2016, including each of the following: (a) the payroll cost for City staff engaged in Successor Agency activities, including all employee wages, retirement and other benefits based on the time devoted to matters directly related to the administration and operations of the Successor Agency, as evidenced by payroll records; (b) the cost of consultants, legal counsel and other contracts for services devoted to matters directly related to the administration and operations of the Successor Agency; (c) the fair rental value of office space, utilities and equipment made available to the Successor Agency; (d) the cost of supplies, insurance and other services and facilities provided by the City to the Successor Agency; and (e) to the extent not

included in the items described in (a) through (d) above, the dollar amount advanced by the City for any project-related expenses or other enforceable obligations.

Section 4. Within a reasonable time after the City submits an invoice to the Successor Agency pursuant to this Agreement, the Successor Agency shall pay to the City the amount of the invoice from available funds of the Successor Agency, as such funds become available, until paid in full. Beginning July 1, 2015, the unpaid balance of the FY 2015-16 Loan may bear interest at the rate of the prevailing earnings rate of the Local Agency Investment Fund, until paid in full.

Section 5. The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

Section 6. Each party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party at all reasonable times.

Section 7. This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 8. This Agreement shall be effective upon the date it is approved or deemed approved by the State Department of Finance following the prerequisite approval by the Oversight Board to the Successor Agency.

Section 9. This Agreement may be amended at any time, and from time to time, by an agreement executed by both parties to this Agreement and approved by the Oversight Board to the Successor Agency.

SUCCESSOR AGENCY TO THE TEHACHAPI
REDEVELOPMENT AGENCY

By _____
Chair

ATTEST:

Secretary

CITY OF TEHACHAPI

By _____
Mayor

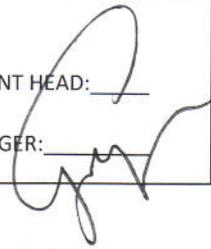
ATTEST:

City Clerk



COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	_____
CITY MANAGER:	_____



MEETING DATE: JANUARY 19TH, 2016 **AGENDA SECTION:** PUBLIC WORKS DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: JON CURRY, PUBLIC WORKS DIRECTOR

DATE: JANUARY 12TH, 2016

SUBJECT: SNYDER WELL PROJECT JOINT AGENCIES AGREEMENT

BACKGROUND

The Snyder Well/Transmission Line Project is an Integrated Regional Water Management Plan (IRWMP) Prop. 84 funded joint project between the City of Tehachapi, Tehachapi Cummings County Water District (TCCWD) and the Tehachapi Unified School District (TUSD). This project was approved in July of 2014 and went to construction in September of 2015.

The goals of the project are to:

1. Purge the high nitrate concentrations that are present in the Snyder Well by pumping into TCCWD's non-potable transmission/distribution system to be utilized for irrigation/agricultural uses.
2. To move from potable to non-potable water for irrigation purposes at the Jacobsen Middle School campus and adjacent athletic fields.

Projected potable water reduction is 65-75 acre feet.

Under this agreement, the City will retain ownership of the Snyder Well and have primary pumping rights. TCCWD will have ownership of the transmission pipeline and will have subordinate pumping rights under this agreement. TCCWD will cover the cost of \$100 per acre-foot of water pumped into the TCCWD transmission line through December 31st of 2017, at which time the pumping costs will be re-evaluated and agreed upon.

RECOMMENDATION

Approve the Snyder Well Project Joint Agencies Agreement and authorize Mayor to sign

JOINT AGENCIES AGREEMENT
BETWEEN
TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT
AND
CITY OF TEHACHAPI
FOR SNYDER WELL PROJECT

THIS AGREEMENT is executed in duplicate on this _____ day of _____
20____ between TEHACHAPI-CUMMINGS COUNTY WATER DISTRICT ("TCCWD") and
CITY OF TEHACHAPI ("Tehachapi").

WITNESSETH

WHEREAS, Tehachapi supplies domestic water to its residents located within and adjoining the Tehachapi Basin; and

WHEREAS, TCCWD (a) is the Court-appointed Watermaster of the Tehachapi Basin pursuant to the Judgment entered in Kern County Superior Court Case No. 97210, (b) wholesales State Water Project ("SWP") water within its boundaries, including the Tehachapi Basin, and (c) owns all return flows of SWP water to and within the Tehachapi Basin; and

WHEREAS, TCCWD intentionally spreads SWP water into the Tehachapi Basin through groundwater recharge facilities to "bank" such supplies for subsequent withdrawal and use; and

WHEREAS, pursuant to that certain Term M&I Agreement dated December 16, 1998 between the parties, as amended by Amendment to Term M&I Agreement dated December 16, 1998 and extended by Extension of Term M&I Agreement dated December 15, 2010 (all hereafter the "Term M&I Agreement"), Tehachapi is obligated to purchase all its requirements for municipal and industrial ("M&I") water from TCCWD; and

WHEREAS, pursuant to the Term M&I Agreement, TCCWD in its discretion may allow Tehachapi to pump recharged SWP water or return flows from SWP water in lieu of purchasing SWP water delivered on the surface; and

WHEREAS, Tehachapi owns a certain well commonly known as the "Snyder Well" and legally described as State Well Number T32S/R33E/21K01M, (APN 040-460-11) and which currently produces water that is relatively high in nitrates; and

WHEREAS, Tehachapi desires to purge nitrates from the well for the purification of the groundwater; and

WHEREAS, the parties have determined that the most efficient and economical manner for Tehachapi to continue to supply its residents with potable water is for Tehachapi to connect its Snyder Well to TCCWD's raw water pipeline on Dennison Road, upgrade its Snyder Well to produce sufficient pressure to deliver water to TCCWD's raw water pipeline and install service turnouts from such pipeline for non-potable irrigation water service to athletic fields at Jacobsen Junior High School; and

WHEREAS, TCCWD desires to utilize any excess capacity in the well to extract return flows and recharged SWP water, meet future water demands and provide an additional source of water to meet drought emergencies; and

WHEREAS, the parties have shared the costs of pursuing a grant from the State Department of Water Resources Proposition 84 Integrated Regional Water Management Program, Round 2 to upgrade the Snyder Well and install the Connecting Pipeline hereinafter described to connect Snyder Well to the TCCWD raw water pipeline hereinafter described, which grant request has been approved (the "Proposition 84 Grant").

NOW THEREFORE, TCCWD and Tehachapi agree as follows:

1. CEQA Compliance. To the extent the project is subject to the California Environmental Quality Act ("CEQA"), Tehachapi shall be the lead agency for the project; TCCWD is a responsible agency. As lead agency, Tehachapi shall prepare, circulate, adopt and defend, if necessary, an appropriate environmental document for the project.

2. Project. Tehachapi at its sole cost and expense and utilizing the funding from the Proposition 84 Grant shall complete the project to connect its Snyder Well to TCCWD's raw water pipeline to TCCWD standards, upgrade its Snyder Well as needed and install all valves, backflow preventers, service connections, meters and other appurtenances necessary to meet all regulatory requirements and for the safe operation of the project (the "Project").

3. Cost Overruns. TCCWD shall participate in any Project cost overruns in excess of Proposition 84 Grant funds on a 50/50 cost share basis with Tehachapi up to a maximum TCCWD expenditure of \$25,000.

4. Permits. Tehachapi at its expense shall secure all permits required for the Project.

5. Ownership. TCCWD shall own the new pipeline (the "Connecting Pipeline") connecting the Snyder Well to TCCWD's raw water pipeline and all associated easements and all metered connections. Upon completion of the Project, Tehachapi shall transfer the Connecting Pipeline, all associated easements and appurtenances to TCCWD. Tehachapi shall retain ownership of its Snyder Well, subject however to TCCWD's subordinate right to pump and convey at its expense water whenever there is capacity in Snyder Well and Connecting Pipeline surplus to the reasonable needs of Tehachapi.

6. Cross-connections. Tehachapi shall ensure that the Connecting Pipeline shall have no cross-connections with existing potable water pipelines.

7. Operating Costs. All costs of operating, maintaining and repairing Snyder Well and appurtenances shall be the responsibility of Tehachapi. All costs of operating, maintaining and repairing the Connecting Pipeline shall be the responsibility of TCCWD. TCCWD shall pay Tehachapi \$100 per acre-foot for all water delivered from Snyder Well to TCCWD's raw water pipeline until December 31, 2017. Beginning January 1, 2018, and annually

thereafter, the rate per acre-foot shall be adjusted to reflect any increase or decrease in Tehachapi's actual costs for electricity provided by Southern California Edison as determined by Tehachapi for operation of its Snyder Well over the prior calendar year. Tehachapi shall provide TCCWD with its calculation and all associated documentation related to the per-acre-foot rate prior to the rate becoming effective. TCCWD is authorized to audit Tehachapi's records related to Tehachapi's cost of electricity upon reasonable written notice to Tehachapi and at TCCWD's sole cost and expense. Each party shall provide the other with meter readings for water each party pumps.

8. Indemnity. No party hereto or officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the other party under or in connection with any work, authority or jurisdiction delegated to such other party under this agreement. Pursuant to Government Code section 895.4, each party shall indemnify and hold the other party harmless from any liability imposed for injury (as defined in Gov. Code, § 810.8) occurring by reason of anything done or omitted to be done by such party under or in connection with any work, authority or jurisdiction delegated to such party under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date and year first hereinabove written.

CITY OF TEHACHAPI

**TEHACHAPI-CUMMINGS COUNTY
WATER DISTRICT**

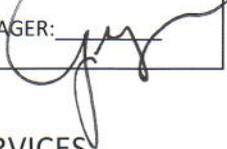
By: _____
Susan Wiggins, Mayor

By: _____
David E. Worden, President

By: _____
Tori Marsh, City Clerk

By: _____
Lori Bunn, Secretary



APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: 

COUNCIL REPORTS

MEETING DATE: JANUARY 19, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: JANUARY 12, 2016

SUBJECT: AGREEMENT TO ACQUIRE RIGHTS-OF-WAY ON DENNISON ROAD AND VALLEY BOULEVARD FROM APN'S 415-020-07, 415-020-14, & 415-020-16

BACKGROUND

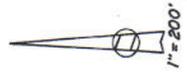
The City of Tehachapi has several improvement projects in process on Dennison Road between Anita Drive and Valley Boulevard. During the course of our design efforts, we identified an inconsistent road right-of-way on the west side of Dennison in this stretch of roadway. City Staff contacted the property owner to discuss our pending improvement projects and the current right-of-way arrangement. We requested that the property owner help eliminate the inconsistent layout by dedicating additional right-of-way as an easement to the City. The property owners were agreeable to the additional easement subject to the City accepting right-of-way in fee from another parcel adjacent to Valley Boulevard. This additional section of right-of-way north of Valley Boulevard and immediately east of Snyder Road is expected to become part of a widened Valley Boulevard in the future (no current plans exist for that effort).

AGREEMENT

At the request of City Staff, the City Attorney prepared the attached agreement to govern the two right-of-way acquisitions. The subject properties will enter escrow in order to manage encumbrances that could affect the transfer of ownership. Under this arrangement, the City will accept the costs associated with the escrow process but will receive the subject property at no cost. The overall expense is estimated to be \$2,000.

RECOMMENDATION

AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS FOR THE ACQUISITION OF ROAD RIGHT-OF-WAY ON DENNISON ROAD AND VALLEY BOULEVARD AFFECTING ASSESSOR PARCEL NUMBERS 415-02-07, 415-020-14, AND 415-020-16. FURTHER, AUTHORIZE THE MAYOR TO SIGN ADDITIONAL ESCROW DOCUMENTS AND CERTIFICATE OF ACCEPTANCE AS NEEDED TO COMPLETE THE ACQUISITION.

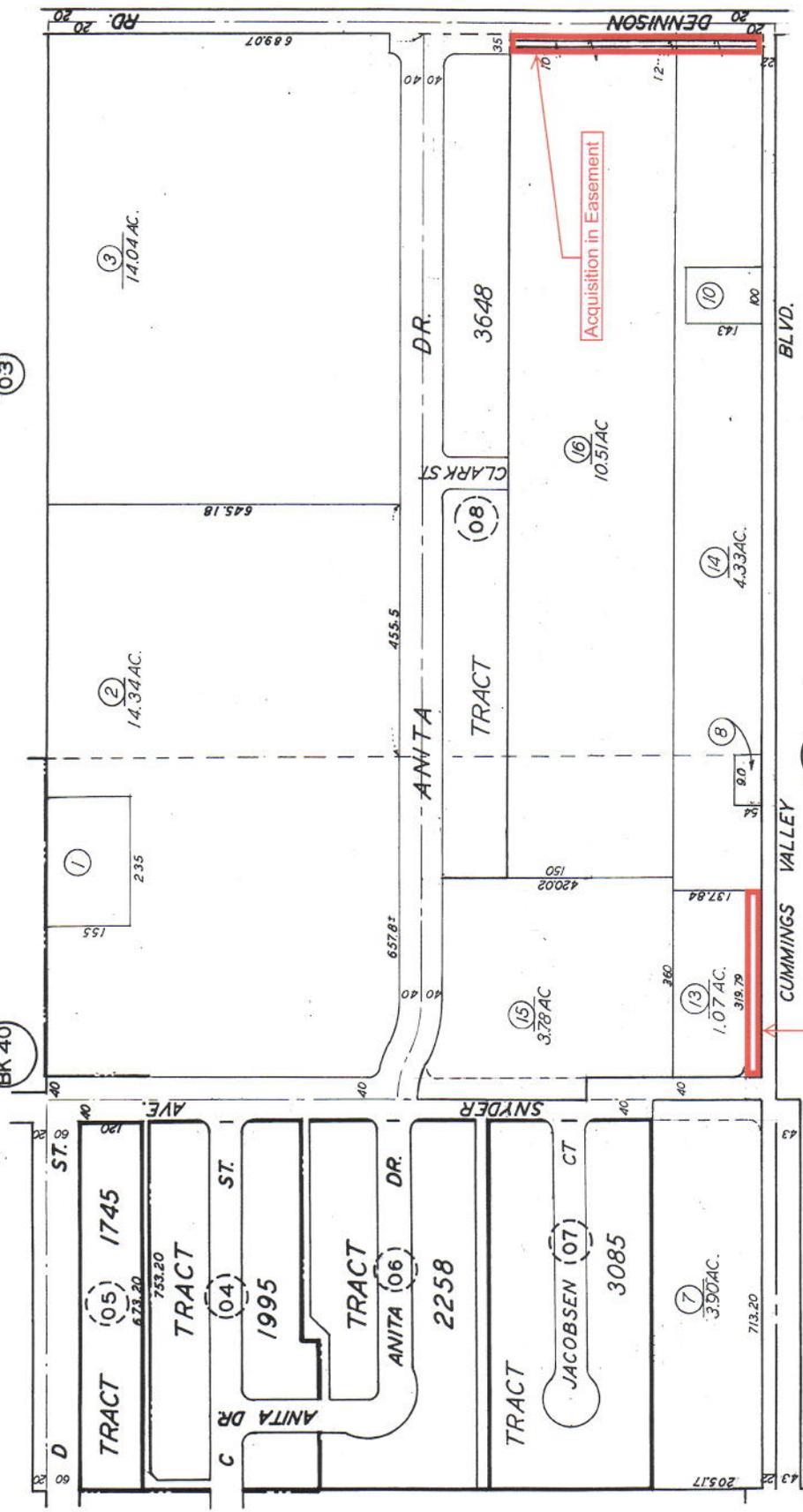


03

BK 40

01

BK.223



Note: This map is for assessment purposes only. It is not to be construed as portraying legal ownership or divisions of land for purposes of zoning or subdivision law.

Revised: June 24, 2003

ASSESSORS MAP NO 415-02
CITY OF IPRAI

Acquisition in Fee

Acquisition in Easement

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS
(REAL ESTATE)**

THIS AGREEMENT (the "Agreement") made this _____ day of _____, 2015 by and between the MTGLQ II, LLC, a California Limited Liability Company, and NUNES-HASTINGS, HILMAR, LLC, a California Limited Liability Company (collectively, the "Seller"), and CITY OF TEHACHAPI, a Municipal Corporation (the "Buyer"),

WITNESSETH:

WHEREAS, Seller is the owner of that certain real property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Real Property"); and

WHEREAS, Buyer wishes to obtain an easement over the Real Property more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Easement") for the purpose of widening Dennison Road; and

WHEREAS, Seller is agreeable to selling the Easement to Buyer provided Buyer also purchases in fee simple the real property described in Exhibit "C" attached hereto and by this reference made a part hereof (the "Fee Property") and Buyer is agreeable thereto; and

WHEREAS, the Easement and Fee Property are sometimes collectively referred to hereinafter as the "Property"; and

WHEREAS, Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller under the terms and conditions described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. **Incorporation.** The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. **Purchase and Sale of Property.** Seller hereby sells the Property to Buyer and Buyer hereby purchases same from Seller under the terms and conditions described herein. This purchase and sale shall take place through an escrow (the "Escrow") with First American Title Company, 675 Tucker Road, Suite E, Tehachapi, California 93561 (the "Escrow Holder").

3. **No Purchase Price.** The Parties agree that no cash consideration shall be paid for the Easement or the Fee Property. Upon Buyer's execution of this Agreement, Buyer shall pay cash into Escrow in the amount of \$100.00 which Escrow Holder shall forthwith release to Seller and which shall be nonrefundable to Buyer under all circumstances. The \$100.00 payment shall be consideration to Seller for entering into this Agreement and for Buyer's option to terminate this Agreement prior to the Close of Escrow.

4. **Condition of Easement.**

(a) **Inspection.** Except as otherwise described herein, Buyer purchases the Property "AS IS." Buyer shall have until the Close of Escrow in which to inspect the Property to determine if Buyer wishes to purchase the Property under the terms of this Agreement. Buyer may enter the Property upon reasonable notice to Seller to make such independent examinations and surveys as Buyer deems necessary or desirable with respect to the Property, including, without limitation, a Phase 1 environmental site assessment. In addition thereto, Buyer may investigate the Property in such other ways as Buyer deems appropriate including, but not limited to, inquiries and review of information with any and all governmental entities with jurisdiction over the Property. All such inspections and examinations shall be at Buyer's sole cost and expense. Buyer hereby indemnifies, agrees to defend, and holds Seller harmless from and against all liabilities, claims, demands, damages and costs of any kind whatsoever (including attorney's fees and costs) arising from or connected with any and all inspections, tests, surveys or studies conducted by Buyer or its agents except to the extent caused by Seller.

(b) **Due Diligence Materials.** Seller agrees to provide Buyer with copies of all environmental assessments on the Property, all documents relating to the physical condition of the Property and all other documents pertaining to the Property in Seller's possession or reasonably available to Seller and all other documents hereafter requested by Buyer in any way relating to the Property, whether directly or indirectly (the "Due Diligence Materials"). The Due Diligence Materials shall be provided to Buyer promptly after execution of this Agreement and the Due Diligence Materials hereafter requested by Buyer shall be provided to Buyer promptly after Buyer's request for same.

(c) **Termination.** Buyer may terminate this Agreement in Buyer's sole discretion at any time prior to the Close of Escrow by written notice to Seller.

5. **Irrevocable Offer of Dedication.** Seller shall convey the Easement to Buyer pursuant to an irrevocable offer of dedication (the "Irrevocable Offer of Dedication") in substantially the form described in Exhibit "D" attached hereto and by this reference made a part hereof. Seller shall convey the Fee Property to Buyer pursuant to a grant deed (the "Grant Deed") to be drafted by the Escrow Holder.

6. **Objections to Title.** Promptly following the execution of this Agreement, but no less than five (5) days thereafter, the Buyer may obtain a preliminary report (the

"Report") of title on the Property issued by Escrow Holder and legible copies of all recorded documents referenced in the Report. Seller shall remove all monetary liens and monetary encumbrances on the Property (the "Monetary Liens") and cause reconveyances or releases of same prior to the Close. Buyer shall have until the Close of Escrow in which to inspect title and obtain agreement with Seller to cure any objections that Buyer has to the title described in the Report. If Buyer has any objections to title (other than as to Monetary Liens which Seller agrees herein to cure), then Buyer shall notify Seller of same in writing and Seller shall cure those objections of Buyer that Seller agrees to cure by written notice to Buyer (the "Disapproved Exceptions"). In the event Seller fails to reconvey or release the Monetary Liens or to cure any Disapproved Exception at the Close, Buyer may, in addition to all other remedies available to Buyer herein, or at law or in equity, terminate this Agreement.

7. **Escrow.** The transaction described herein shall be accomplished through the Escrow with Escrow Holder. A copy of this Agreement shall be furnished to Escrow Holder upon full execution hereof and the Escrow shall proceed in accordance with the following terms as well as all other provisions of this Agreement applicable to the Escrow process.

(a) **Escrow Instructions.** The parties shall execute escrow instructions ("Escrow Instructions") within three business days of receipt of the final form of same acceptable to the parties from the Escrow Holder. Except as otherwise described herein, Escrow shall close within thirty (30) days from the date of this Agreement (hereinabove and hereafter "the Closing," "the Close," "the Closing Date," and "the Close of Escrow"). The Escrow Instructions shall be consistent with and not conflict with the provisions of this Agreement, with such additional terms as Escrow Holder shall reasonably deem necessary for its protection; provided however, that such additional terms shall not modify or amend this Agreement and all inconsistencies between same shall be resolved in favor of this Agreement.

(b) **Preliminary Report.** Escrow Holder shall immediately order a preliminary report (the "Report") on the Property and provide copies of same to Buyer and Seller in accordance with Paragraph 6 of this Agreement. Escrow Holder shall also immediately order copies of all recorded documents referenced in the Report and provide same to Buyer and Seller in accordance with Paragraph 6. The cost of the Report and underlying documents shall be borne by Buyer.

(c) **Title Policy.** Except as described herein, Buyer shall receive at the Close of Escrow, a CLTA Owner's Policy of Title Insurance for the Property (the "Title Policy") in an amount not less than \$5,000.00. The Title Policy shall insure that fee title to the Fee Property is vested in Buyer as of the date and time the Grant Deed is recorded, subject to only the usual printed title company exceptions and those exceptions approved or deemed approved by Buyer pursuant to Paragraph 6 of this Agreement. The Title Policy shall also insure that the Easement is free of all Monetary Liens.

(d) **Escrow Fees and Closing Costs.** Buyer shall pay for the cost of the Title Policy and the documentary transfer tax, if any. Buyer shall pay the escrow fee. All other fees and closing costs shall be paid by Buyer.

(e) **Prorations.** Except as otherwise described in this Agreement, the real property taxes and assessments shall be prorated between Buyer and Seller as of the Close of Escrow for the Fee Property based on the percentage that the acreage of the Fee Property is to the acreage of the entire parcel on which it is located.

(f) **Grant Deed, Irrevocable Offer of Dedication.** Escrow Holder shall draft the Grant Deed for the Fee Property and provide a copy to Buyer and Seller for their approval. The parties shall deposit the Irrevocable Offer of Dedication into Escrow prior the close. Escrow Holder shall see to the execution of the Grant Deed and the Irrevocable Offer of Dedication. Except as described herein and in paragraph (g) below, Escrow Holder shall have no liability or responsibility for the Irrevocable Offer of Dedication.

(g) **Closing Procedure.** Provided Escrow Holder is in receipt of funds from Buyer as are necessary to pay escrow fees and closing costs; the Grant Deed and the Irrevocable Offer of Dedication fully executed by Seller in favor of Buyer; Escrow Holder's commitment to issue the Title Policy; and all other documents required by Escrow Holder for the closing, Escrow Holder shall close Escrow on the Closing Date and perform the following simultaneous actions:

(i) **Recordation.** Escrow Holder shall record the Grant Deed and the Irrevocable Offer of Dedication; and

(ii) **Documents.** Escrow Holder shall cause to be distributed to Buyer the original Grant Deed and Irrevocable Offer of Dedication and the Title Policy.

8. **Notices.** Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (i) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (ii) 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, (iii) two (2) business days following deposit in the United States Mail, Postage Prepaid, (iv) when sent by confirmed facsimile transmission or (v) when sent by electronic mail ("email") to the following addresses:

To Buyer:

City of Tehachapi
Attention: Greg Garrett
115 South Robinson Street
Tehachapi, California 93561
Fax – (661) 822-8559

Email – ggarrett@tehachapicityhall.com

To Seller: MTGLQ II
44 North Third Street
Patterson, CA 95363
Fax – (209) 892-4950
Email—hastlaw@aol.com

To Escrow Holder: First American Title Company
Attention: _____
675 Tucker Road, Suite E
Tehachapi, California 93561
Fax – (866) 780-1507
Email – _____

Any party or person named herein may change its address by providing notice of same in the manner herein described.

9. **Commissions and Fees.** Buyer represents and warrants that Buyer has not contracted with or employed any broker, agent, finder, or other person or entity, whether licensed or otherwise, in connection with the transaction contemplated by this Agreement and no other such person is entitled to compensation therefor. Provided however that if the foregoing representations and warranties of Buyer should fail, Buyer shall indemnify, defend, and hold harmless the Seller from and against any and all claims arising out of such failure and the Buyer shall be solely liable and responsible for all such fees or commissions.

10. **Time of Essence.** Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. **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.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

14. **Amendments.** This Agreement may not be altered, amended, or modified except by a writing executed by duly authorized representatives of all parties. Notwithstanding the foregoing, neither Escrow Instructions nor supplements or amendments thereto shall be deemed to modify, amend, or in any way change this Agreement even if

signed by all parties (unless specifically stated therein as doing so) and this Agreement shall supersede same.

15. **Attorneys' Fees.** In the event any action or proceeding is instituted arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and actual costs.

16. **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 document had been signed at one time.

17. **Effective.** Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

18. **Possession.** Possession of the Property shall be delivered to Buyer at Close of Escrow.

19. **Assignment of Agreement.** Buyer may assign or otherwise transfer this Agreement or any interest therein without Seller's prior written consent.

20. **Condemnation.** Intentionally Omitted.

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.

23. **Severability.** If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

24. **Negotiations.** Seller and Buyer acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

25. **No Recordation.** The parties agree that neither this Agreement nor any memorandum of same shall be recorded.

26. **Faxed or Emailed Signatures.** A facsimile or electronic version of this fully executed Agreement shall be as effective as the original for all purposes.

27. **Representations and Warranties of Seller.** Seller represents and warrants as follows:

(a) **Organization.** Each Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California.

(b) **Authorization.** The execution and delivery of this Agreement by each Seller and the consummation by the Seller of the transactions contemplated herein have been duly authorized by all necessary action on the part of the Seller and all required consents and approvals have been obtained.

(c) **Binding Obligation.** This Agreement is a legal, valid and binding obligation of each Seller, enforceable against Seller in accordance with its terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting the rights of creditors generally.

(d) **Claims.** Except as otherwise described herein or reflected in the Report or the Due Diligence Materials, and to Seller's actual knowledge, there are no actions, suits, material claims, legal proceedings or any other proceedings pending which have been served on Seller or which are threatened, before any court, tribunal or agency affecting the Property, or any portion thereof.

(e) **Eminent Domain.** To Seller's actual knowledge, there are no pending eminent domain proceedings which have been served on Seller, and Seller has received no written notice of any threatened eminent domain proceeding which would affect the Property.

(f) **Insolvency.** No attachments or execution proceedings and no assignments for the benefit of creditors or insolvency, bankruptcy, reorganization or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

(g) **Executory Contracts; Options to Purchase, Rights of First Refusal.** Seller has not entered into any executory contracts for the sale of the Property nor granted any options to purchase nor any rights of first refusal relating to the Property.

///

///

///

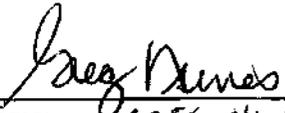
///

///

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

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

MTGLQ II, LLC, a California Limited
Liability Company,

By 
Name: GREG NUNES
Its: manager

Nunes, Hastings, Hilmar, LLC,
a California Limited Liability Company,
"Seller"

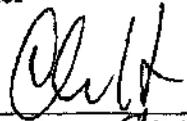
By 
Name: Charles Hastings
Its: Manager

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 415-020-16,14, and 07

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL B OF LOT LINE ADJUSTMENT NO. 97-02, AS PER CERTIFICATE OF COMPLIANCE RECORDED MAY 27, 1999 AS DOCUMENT NO. 0199075799, OFFICIAL RECORDS, BEING A PORTION OF THAT PARCEL OF LAND DESCRIBED IN BOOK 5334 PAGE 1787 OF OFFICIAL RECORDS, LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 32 SOUTH, RANGE 33 EAST, MOUNT DIABLO BASE AND MERIDIAN, PARTLY WITHIN AND PARTLY OUTSIDE OF THE CITY OF TEHACHAPI, COUNTY OF KERN, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 21, THENCE ALONG THE EAST LINE THEREOF, NORTH 00° 53' 15" EAST, A DISTANCE OF 492.33 FEET TO THE SOUTHEASTERLY CORNER OF TRACT 3648, AS SHOWN ON MAP RECORDED IN MAP BOOK 25 PAGE 195 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, FROM WHICH THE CENTERLINE OF ANITA DRIVE AS SHOWN ON SAID MAP BEARS NORTH 00° 53' 15" EAST, A DISTANCE OF 160.02 FEET.

THENCE ALONG THE SOUTHERLY LINE OF SAID TRACT, PARALLEL WITH AND DISTANT 160.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID ANITA DRIVE, NORTH 89° 59' 05" WEST, A DISTANCE OF 1554.30 FEET, TO THE SOUTHWESTERLY CORNER OF SAID TRACT.

THENCE PARALLEL WITH AND DISTANT 400.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SNYDER AVENUE AS SHOWN ON MAP OF TRACT 3085, RECORDED IN MAP BOOK 15 PAGE 138, IN THE OFFICE OF SAID RECORDER, SOUTH 00° 34' 55" WEST, A DISTANCE OF 300.01 FEET.

THENCE PARALLEL WITH AND DISTANT 460.00 FEET, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID ANITA DRIVE, NORTH 89° 59' 05" WEST A DISTANCE OF 20.00 FEET.

THENCE PARALLEL WITH THE CENTERLINE OF SAID SNYDER AVENUE, SOUTH 00° 34' 55" WEST, A DISTANCE OF 137.84 FEET.

THENCE PARALLEL WITH AND DISTANT 55.00 FEET, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 21, SOUTH 89° 59' 40" WEST, A DISTANCE OF 380.00 FEET TO A POINT IN THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF SAID SNYDER AVENUE.

THENCE ALONG LAST SAID CENTERLINE PROLONGATION, NORTH 00° 34' 55" EAST, A DISTANCE OF 172.05 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT 3085.

THENCE ALONG THE SOUTHERLY LINE OF LAST SAID TRACT, NORTH 89° 59' 45" WEST, A DISTANCE OF 713.20 FEET, TO THE SOUTHWESTERLY CORNER THEREOF. LAST SAID CORNER ALSO BEING A POINT IN THE WESTERLY LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 21.

THENCE ALONG LAST SAID LINE, SOUTH 00° 34' 55" WEST, A DISTANCE OF 227.17 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 21.

THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, NORTH 89° 59' 40" EAST, A DISTANCE OF 1242.44 FEET.

THENCE PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, NORTH 00° 44' 05" EAST, A DISTANCE OF 76.00 FEET.

THENCE PARALLEL WITH LAST SAID SOUTH LINE, NORTH 89° 59' 40" EAST, A DISTANCE OF 90.00 FEET

TO A POINT IN LAST SAID EAST LINE.

THENCE ALONG LAST SAID EAST LINE, SOUTH 00° 44' 05" WEST, A DISTANCE OF 76.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21.

THENCE ALONG LAST SAID SOUTH LINE NORTH 89° 59' 40" EAST, A DISTANCE OF 787.44 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN BOOK 6339 PAGE 2179 OF OFFICIAL RECORDS OF SAID COUNTY.

THENCE ALONG THE WEST LINE OF LAST SAID PARCEL OF LAND AND PARALLEL WITH THE EAST LINE OF SAID SECTION 21, NORTH 00° 53' 15" EAST, A DISTANCE OF 165.00 FEET.

THENCE ALONG THE NORTH LINE OF LAST SAID PARCEL OF LAND AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 21, NORTH 89° 59' 40" EAST, A DISTANCE OF 100.00 FEET.

THENCE ALONG THE EAST LINE OF SAID PARCEL OF LAND AND PARALLEL WITH THE EAST LINE OF SAID SECTION 21, SOUTH 00° 53' 15" WEST, A DISTANCE OF 165.00 FEET TO A POINT IN THE SOUTH LINE OF SAID SECTION 21.

THENCE ALONG LAST SAID SOUTH LINE, NORTH 89° 59' 40" EAST, A DISTANCE OF 445.00 FEET TO THE POINT OF BEGINNING.

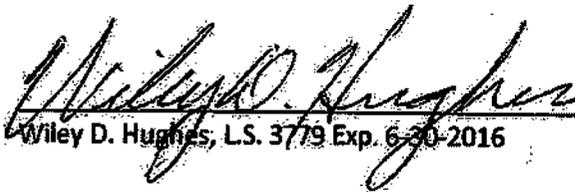
EXHIBIT "B"
[Legal Description of Easement]

**Legal Description for a 35 Foot Wide Easement
(Additional Dedication) on the West side of Dennison Road**

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

The West 35.00 feet of the East 55.00 feet of said South Half lying South of the South tract boundary of Tract Map No. 3648 recorded March 21, 1975 in Map Book 25 at Page 195 in the Office of the County Recorder in said County.




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

8/26/15
Date

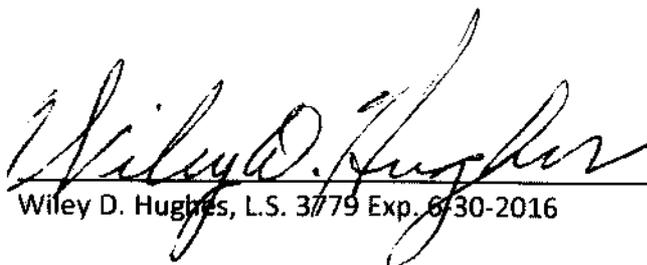
EXHIBIT "C"
[Fee Property]

**LEGAL DESCRIPTION FOR A 33 FOOT WIDE ROAD EASEMENT ON THE
NORTH SIDE OF CUMMINGS VALLEY BOULEVARD**

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

Commencing at the South Quarter corner of said Section 21; thence N89°59'40"E along the South line of said Section 21, a distance of 713.20 feet to a point of intersection with the Southerly extension of the centerline of Snyder Avenue as shown on the Map of Tract 3085 recorded in Map Book 15, at Page 138 in the Kern County Recorder's Office; thence N00°34'55"E along said Southerly extension a distance of 22.00 feet to a point on the North line of the 22.00 foot wide road easement described as Parcel 1 in Document No. 0201160158 said point being the True Point of Beginning; thence N89°59'40"E parallel with said South line a distance of 380.00 feet; thence N00°34'55"E parallel with said Southerly extension a distance of 33.00 feet to a point that lies 55.00 feet North of as measured at right angles to said South line; thence S89°59'40"W parallel with said South line a distance of 380.00 feet to a point on said Southerly extension; thence S00°34'55"W along said Southerly extension a distance of 33.00 feet to the true point of beginning.

Containing 12,540 square feet more or less


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



10/28/15
Date

EXHIBIT "D"
Irrevocable Offer of Dedication

RECORDED AT THE
REQUEST OF AND WHEN
RECORDED RETURN TO:

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

For the benefit of the City of Tehachapi

IRREVOCABLE OFFER OF DEDICATION

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, _____, hereinafter called GRANTOR, hereby grants to the CITY OF TEHACHAPI, a political subdivision of the State of California, an Irrevocable Offer of Dedication of an easement for ingress, egress and road purposes, over and across the real property in the City of Tehachapi, County of Kern, State of California more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

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

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

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

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

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

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

IN WITNESS HEREOF, GRANTOR has executed this Irrevocable Offer of Dedication this _____ day of _____, 20____.

GRANTOR:

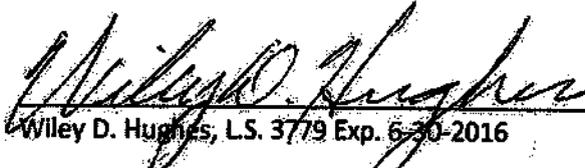
EXHIBIT "A"

**Legal Description for a 35 Foot Wide Easement
(Additional Dedication) on the West side of Dennison Road**

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

The West 35.00 feet of the East 55.00 feet of said South Half lying South of the South tract boundary of Tract Map No. 3648 recorded March 21, 1975 in Map Book 25 at Page 195 in the Office of the County Recorder in said County.





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

8/26/15
Date

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

COUNCIL REPORTS

MEETING DATE: JANUARY 19, 2016 AGENDA SECTION: Development Services

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: JOHN (JAY) SCHLOSSER, P.E., DEVELOPMENT SERVICES DIRECTOR
DATE: JANUARY 12, 2016
SUBJECT: DEVELOPMENT AGREEMENT WITH PT1 VENTURES, LLC AND CONSULTANT AGREEMENT WITH LISA WISE CONSULTING TO PREPARE THE OAK TREE VILLAGE SPECIFIC PLAN

BACKGROUND:

Following the adoption of the City’s new General Plan in 2014, several areas of vacant land within the City of Tehachapi were designated to receive additional planning and mapping work prior to development. Several procedural options are available to potential developers to satisfy this requirement including the production of a Master Plan or Specific Plan. The choice of planning tool depends on several factor including, type & size of development, custom nature of the development, and the developer’s preference.

Planning documents of this type are required in order to address the principle topics covered in a General Plan for a given area that have not been previously planned in sufficient detail. For instance, the City General Plan contains an extensive Mobility Element designed to address how people move about the town as it grows and matures. While the General Plan did consider roadway structure across the town, it provided only conceptual roadway networking in the larger vacant portions of the community. As such, a Master Plan or Specific Plan seeks to provide detailed assessments that do not otherwise exist.

PROPOSAL:

PT1 Ventures, LLC is seeking to develop senior housing on approximately 210-acres north of Highway 58 and east of the Capital Hills area. Attached is a map depicting the land in question. The project has initially been scoped to include a skilled nursing facility, active adult housing and small scale commercial business.

SEQUENCE OF WORK:

- City Staff, in consultation with the developer has generated an initial sequence of work, outlined as follows:
1. Using Lisa Wise Consulting, the City of Tehachapi will begin the preparation of a Specific Plan for the property in question. City Staff will lead this effort.
 2. The developer, PT1 Ventures, LLC, will bring a qualified environmental consultant to the project team to prepare a detailed Environmental Impact Report (EIR) designed to address the impacts of the development proposed in the Specific Plan. The City of Tehachapi will be the lead agency for this California Environmental Quality Act effort.

3. The developer may, or may not begin the process of preparing a Tentative Tract Map mid-way through the development of the Specific Plan. This initial map cannot be approved prior to the Specific Plan but can be processed concurrently. Alternatively, the developer can wait until after the Specific Plan and EIR are adopted before beginning the formal act of subdividing the land.
4. Following approval of the above items, the developer would be in a position to begin the actual land development.

ACTIONS:

To affect the above sequence of events, City Staff has prepared two agreements for approval by the City Council. The first agreement is between the City of Tehachapi and the developer, PT1 Ventures, LLC. This agreement outlines the City's responsibility to produce the Specific Plan and the developer's to reimburse for this activity. It also identifies the developers' obligation to provide for the CEQA EIR consultant and expenses. Lastly, it provides indemnity to the City of Tehachapi. This agreement was prepared in consultation with the City Attorney.

The second agreement is between the City of Tehachapi and Lisa Wise Consulting for the preparation of the Specific Plan. It is similar to our standard consulting agreements and has also been approved by the City Attorney.

RECOMMENDATION:

CITY STAFF RECOMMENDS THAT THE CITY COUNCIL APPROVE THE AGREEMENT WITH PT1 VENTURES, LLC AND WITH LISA WISE CONSULTING, COLLECTIVELY, FOR THE DEVELOPMENT OF THE OAK TREE VILLAGE SPECIFIC PLAN AND ASSOCIATED ENVIRONMENTAL IMPACT REPORT.

AGREEMENT

THIS AGREEMENT (the "Agreement") made this 12th day of January, 2016, by and between the CITY OF TEHACHAPI ("City") and LISA WISE CONSULTING, INC., ("Consultant"),

W I T N E S S E T H:

WHEREAS, City wishes to hire Consultant to perform certain services as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof pursuant to the terms and conditions described hereinafter and Consultant is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. City hereby contracts with Consultant to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Services").

3. Consultant shall provide the Services for the following compensation:

(a) The fee for the services shall not exceed \$209,678.00 (the "Fee"). City shall pay Consultant the Fee pursuant to invoices (the "Invoices") submitted by Consultant. Consultant shall submit Invoices no more often than monthly. Each Invoice shall describe the Services that have been completed and the portion of the Fee payable for same and such other information as required by City Manager from time to time. City Manager or his designated representative shall have the right of reasonable review of each Invoice and, at the conclusion of the review, City Manager shall place the matter on the agenda for the next available City Council meeting for consideration by the City Council. Upon approval of each such Invoice by the City Council, same shall be paid in the regular cycle of payments made by City for other bills and claims.

4. Consultant shall complete the Services in accordance with the project schedule more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof.

5. Information, data, estimates, reports, studies, and all other project documents drafted or created by Consultant or on behalf of Consultant for City shall belong to City and Consultant hereby assigns all of its copyright interests therein to City, irrevocably and forever and agrees that City shall be the owner of all such copyrights. All of the foregoing documents hereafter prepared by Consultant for City or on behalf of Consultant for City shall be retained and maintained for City by Consultant in its offices at no additional cost to City. Consultant shall release all such files and documents as instructed by City from time to time, and all such files and documents shall belong to City. Consultant shall not be liable for use of any such files or documents for purposes other than their original intended purpose.

6. Consultant hereby agrees to indemnify, defend and hold harmless City, its officers, Councilpersons, employees, and agents from any and all claims, liabilities, expenses, and damages, including attorney's fees, for injury to or death of any person, and for damage to any property including without limitation, City's property, arising out of or in any way connected with Consultant's negligent performance of the Services or by any negligent act, error, or omission by Consultant related to performance of the Services.

7. Without limiting Consultant's obligations under Paragraph 5 of this Agreement, Consultant shall obtain and maintain during the life of this Agreement:

(a) Comprehensive general liability insurance coverage, including premises – operations, products/completed operations, broad form property damage and blanket contractual liability, in an amount not less than \$2 million per occurrence and automobile liability for owned, hired, and non-owned vehicles; and

(b) Professional/negligent acts, errors and omissions insurance satisfactory to City in an amount not less than \$1 million; and

(c) Such workers' compensation insurance as required by statute.

As for the insurance described in Paragraph (a) above, Consultant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, employees, and agents are

named as additional insureds and specifically designating all such insurance as "primary," and providing further that same shall not be terminated nor coverage reduced without ten working days' prior written notice to City.

8. Consultant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

9. City may terminate this Agreement at any time by giving Consultant ten working days' prior written notice, provided that in such event Consultant shall be entitled to payment for those Services rendered through the date of termination, provided satisfactory to City.

10. Except as otherwise described in this Agreement and unless otherwise agreed upon in writing by both parties, this Agreement will expire

(a) Twelve months from its execution date; or

(b) If no Services are performed for an uninterrupted period of six months by no act or fault of Consultant, its subcontractors, or its agents. \

11. All notices required to be given under this Agreement or by law shall be in writing and shall be deemed received by the party to whom directed if personally served or when faxed by confirmed facsimile or when sent by email or when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, with the date of signing the return receipt (or refusal to sign) as the date of delivery or on the next business day after deposit with an overnight carrier provided the carrier's records show delivery on the next business day provided sent to the following address:

If to City:

City Manager
115 South Robinson Street
Tehachapi, California 93561
Fax: (661) 822-2197
Email: jschlosser@teahapicityhall.com

If to Consultant:

Lisa Wise
983 Osos Street
San Luis Obispo, California 93401

Fax: (805) 595-1978
Email: lisa@lisawiseconsulting.com

12. Any party may change its address or fax number by giving notice to the other party in the manner herein described.

13. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

18. This Agreement may be executed in counterparts and the respective signature pages for each party may thereafter be attached with the body of this Agreement to constitute one integrated Agreement which is as fully effective and binding as if the entire document had been signed at one time. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

19. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

20. 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.

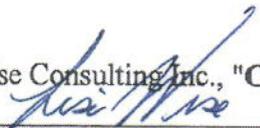
21. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

22. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

23. City and Consultant each acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

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

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

Lisa Wise Consulting Inc., "Consultant"
By: 

LISA WISE, President

EXHIBIT "A"
[Description of Services]

Tehachapi Senior Housing
Proposed Scope of Work Outline
Prepared for Premier Land Company (Client/PLM)
Prepared by Lisa Wise Consulting, Inc. (LWC)
Prepared on October 13, 2015

The proposed outline for the Scope of Work for the Tehachapi Senior Housing (Project) Specific Plan (Plan) is based on our understanding of the Client's needs, the City of Tehachapi's expectations, and our experience with similar projects. No CEQA analysis is assumed as part of this Scope of Work. Lisa Wise Consulting, Inc. (LWC), Sargent Town Planning (STP), and Opticos Design, Inc. (ODI) will revise the proposed Scope of Work, as necessary, to meet the Client's expectations. LWC will stay in constant contact with PLM and the City to provide updates, discuss issues as they arise, and coordinate deliverables to ensure a streamlined and efficient planning process.

Project Team: The team performing work will include LWC, STP, and others as deemed necessary.

Project Understanding: The Project consists primarily of senior housing development on approximately 210 acres north of Freeway 58 and east of the Capitol Hills area of City of Tehachapi. More specifically, the Project includes: a skilled nursing facility of up to 3 stories and 25 acres, "active adult" housing ranging from general neighborhood to rural areas, and small-scale commercial/retail.

Task 1. Project Initiation and Meetings

- 1.1 **Framework and Timeline.** LWC will prepare a Project Management Plan, including a final Scope of Work, team roles and responsibilities, budget, schedule, document request, communication plan, and project description. LWC will review and revise the scope of work to incorporate refined roles and responsibilities as directed by the Client.
- 1.2 **Team and Staff Meetings.** LWC will attend periodic Client meetings as deemed necessary.
- 1.3 **Project Description.** Develop a proposed project description sufficient to conduct an initial policy and regulatory review

Deliverables: Project Management Plan.

Task 2. Document Review and Analysis

- 2.1 **Document Review.** LWC will collect existing data from Premier Land Management (PLM), City of Tehachapi, and other agencies that are relevant to completing the Specific Plan. Material to be reviewed includes, but is not limited to the following:
- Kern County Airport Land Use Compatibility Plan.
 - Current and recent development program and plan proposals prepared by PLM.
 - Other maps, plans or environmental information.
- 2.2 **General Plan Consistency.** LWC will prepare a Land Use Plan Consistency Memo that checks the proposed project against the current General Plan designations, and bridges any gaps between goals in the City of Tehachapi General Plan, other applicable land use plans and the Project Specific Plan. The document will include maps, photos, and other graphics, as needed. It is our understanding the Project will be generally consistent with the recently updated City of Tehachapi General Plan.

Deliverable: Land Use Plan Consistency Memo.

Task 3. Develop Framework/Vision Plan. In collaboration with the team, LWC and STP will evaluate the current development plan proposal, development program, background information on the site, and prepare a conceptual plan for the property on which the development standards and design guidelines of the Specific Plan will be based. LWC will work closely with PLM and the City to make sure that the Specific Plan meets the objectives of all parties.

Working in collaboration with the City and PLM representatives, we propose to finalize the framework/vision plan in a one or two day "internal charrette" in Tehachapi.

- 3.1 **Preparation.** Based on the work completed Task 2, LWC and STP will prepare some initial diagrams and sketches of potential refinements or adjustments to the current PLM plan and gather photographs and drawings of relevant development types from our library in preparation for the charrette.
- 3.2 **Internal Charrette.** Over the course of one or two days in Tehachapi,

LWC and STP will meet with City and PLM representatives to discuss the project, visit the site, and further refine preliminary plans and recommendations. Diagrams produced during the charrette will include a conceptual neighborhood framework and block structure plan, typical and special street and trail cross sections, conceptual lotting plan, conceptual site plan for the village center, and typical housing types. By the conclusion of this time together, we would expect to have agreement on the framework plan, multi-modal circulation network, street and open space types, a conceptual regulating plan, the range of building types for each area, and the building scale and development intensity for each area.

- 3.3 **Framework Plan.** Within two weeks of the conclusion of Task 3.2 we will deliver to the City and PLM a summary document outlining the agreements reached and generally how those will be incorporated into the Specific Plan.

Task 4. Develop Specific Plan. In collaboration with the team, and based on the Framework Plan developed in Task 3.3, LWC will develop policies, programs, narrative, and graphics for the following elements of the Specific Plan:

- 4.1 **Introduction.** LWC will prepare an Introduction chapter that outlines the Plan scope, goals, and consistency with the City of Tehachapi General Plan (using findings of Task 2.2). This section will also address planning area character, Plan features, and use of the Plan.
- 4.2 **Urban Design and Land Uses.** Based on the Framework Plan, LWC and STP will refine and complete a land use plan that is consistent with General Plan goals and policies. The land use plan will show allowed land uses and density and intensity for each land use type, likely including residential, institution, neighborhood commercial, and open space, among other uses. Other topics to be discussed include site design and housing affordability.
- 4.3 **Development Standards / Form.** LWC, ODI, and STP will prepare development standards and guidelines for private development, streetscapes, and open spaces in the Specific Plan area. These standards will include illustrations, descriptions and parameters for site layout, building massing, parking arrangements, landscaping, lighting, and streetscapes, and may also include architectural design guidelines, as appropriate. The standards will also include cross section exhibits as necessary to properly illustrate (a) development feature(s).

The Specific Plan zoning chapter will utilize the City's recently adopted

Zoning Code to guide development in the Specific Plan area. However, if necessary, the Specific Plan Zoning chapter will create new standards and guidelines that will provide parameters for development in the Specific Plan area. In addition to some adjustments to existing uses and standards, the budget anticipates the need for one new zone and one new building type.

- 4.4 **Open Space and Recreation.** LWC and STP will prepare standards and guidelines for the open space and recreation network and address topics that include scenic resources and topography, ephemeral drainage features, biologic resources, archeological and historic resources, parks and trails, land use interface treatments, and public safety.
- 4.5 **Circulation and Street Standards.** LWC and STP will work with the team to prepare transportation and parking standards and guidelines that will support future development in the Specific Plan area. Circulation topics to be addressed in this task include street standards and a mobility plan.

This section will rely on Citywide Code to the extent feasible.

- 4.6 **Airport Compatibility.** The Plan Area is located in vicinity of the Tehachapi Municipal Airport and may be subject to the Kern County Airport Land Use Compatibility Plan (ALUCP). LWC will assess limitations placed on the Plan area by the ALUCP and work with the Client to ensure the Specific Plan conforms to land uses and intensities that are allowed per the existing ALUCP. This section may include performance standards for the Specific Plan area that address topics such as risk of injury, airspace protection, operations interference, bird attractants, indoor noise, aviation easements, and real estate disclosure.
- 4.7 **Utility Infrastructure & Public Services.** Working with the team, City staff, and other consultants as required, LWC and NDM Consulting, LLC (NDM) (or other civil engineer as approved by the Client) will identify the necessary infrastructure improvements and public services to support future development with respect to location, timing, costs, and how they could be financed. Preliminary grading and drainage plans provided by NDM (or other civil engineer as approved by the Client) and will serve as the basis for site planning, infrastructure, and other analyses. Public services addressed this section shall address include police, fire protection, and schools. This section will also address phasing and capacity of potable and non-potable water, wastewater,

storm water, electricity, natural gas, and high-speed data access. The Client will provide accurate planning level cost estimates.

- 4.8 **Public Facilities Financing.** LWC will develop a financing strategy for required facilities to address implementation of major public improvements recommended in the Plan together with financing mechanisms and funding sources. Cost estimates from Task 4.7 will be used as the basis for discussion and analysis in this section. Financing administration and implementation topics such as phasing will also be discussed.
- 4.9 **Implementation.** LWC will prepare an implementation plan, including goals, policies, and actions that may address subdivision, architectural review, building permits, enforcement, and a statement of severability. The implementation plan will also address phasing of development in the Specific Plan area and will identify triggers for required infrastructure improvements through a phasing plan. The implementation plan will be structured to maintain flexibility in the development program so as to react to dynamic market conditions.

Task 5. Draft Specific Plan

- 5.1 **Administrative Draft Specific Plan.** Based on an agreed upon framework, LWC will prepare an Administrative Draft Specific Plan for Client review and comment. The structure and LWC will ensure the document meets all requirements of a Specific Plan as determined by State Law as prescribed by Government Code §65450 et seq. See attached proposed Table of Contents.

Deliverables: Admin draft Specific Plan- one (1) electronic copy in PDF and word format on CD-ROM

- 5.2 **Public Review Draft Specific Plan.** LWC will modify the Administrative Draft as directed by the Client and City staff and prepare and publish a Public Review Draft Plan for the Client, City staff, and general public review and comment.

Deliverables: Public Review Draft Specific Plan- one (1) reproducible original hard copy, one (1) electronic copy in PDF and word format on CD-ROM

- 5.3 **Final Specific Plan.** LWC will revise the Public Review Draft Specific Plan, as necessary, following Planning Commission and City Council

hearings and publish the Final Specific Plan.

Deliverables: *Final Specific Plan- one (1) reproducible hard copy, one (1) electronic copy in PDF and word format on CD-ROM*

Task 6. Public Hearings. LWC will attend and present at public hearings related to approval, adoption, and certification of the Specific Plan. Hearings are to be billed on a time and materials basis.

Task 7. Pro Forma Analysis (Optional Task). LWC will prepare a detailed financial analysis to arrive at the highest and best use scenario for Specific Plan residential and commercial components. This will include an operating pro forma and ten-year (or other investment horizon as determined by the Client) cash flow statement to evaluate project feasibility (analysis of revenue, operating expenses, and debt service, if any). This analysis will include:

- Assumptions: Pricing, absorption, unit sizes, etc., based on the conclusions of a Market Analysis.
- Sources & Uses: Project cost information and sources, including land, site development, hard costs, soft costs, overhead, and financing. Project cost information is to be provided by the Client.
- Cash Flows: Ten-year (or other investment horizon as determined by the Client) cash flow projections.
- Return Analysis: IRR, ROE, and other preferred return measures.
- Sensitivity: Sensitivity analysis on key assumptions (e.g. prices, vacancies, financing terms, etc.).

Deliverable: *Financial Analysis*

Task 8. Public Outreach Support (Suggested Task). LWC recommends the City and Premier Land Management take the lead in Project and Plan-related community outreach efforts, and suggest that this include at least one public presentation at the conclusion of Task 3 or during Task 4, with particular attention paid to residents of the adjacent Appaloosa Estates development, prior to substantial completion of the Draft Specific Plan. It is our opinion this public outreach would be welcomed by the community, and might avoid later negative or surprised responses from the community. LWC and STP will assist with such efforts on an as-needed basis.

Tehachapi Senior Housing Specific Plan Budget Estimate

Prepared October 13, 2015

Billing Rates	President		Director		Associate		Principal		Associate		Designer		Principal		Urban Planner		Urban Designer		Landscape Architect		TASK TOTAL	
	195		160		104		250		200		145		180		150		130		180		Hours	Cost
	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost				
TASK 1: Project Initiation and Meetings																						
1.1 Framework and Timeline	8	\$ 1,560	12	\$ 1,920	10	\$ 1,040	2	\$ 500	8	\$ 1,600	0	\$ -	4	\$ 720	4	\$ 600	0	\$ -	0	\$ -	48	\$ 7,940
1.2 Team and Staff Meetings	16	\$ 3,120	12	\$ 1,920	8	\$ 832	0	\$ -	0	\$ -	0	\$ -	12	\$ 2,160	8	\$ 1,200	4	\$ 520	0	\$ -	60	\$ 9,752
1.3 Project Description	4	\$ 780	8	\$ 1,280	12	\$ 1,248	0	\$ -	0	\$ -	0	\$ -	2	\$ 360	4	\$ 600	0	\$ -	0	\$ -	30	\$ 4,268
Subtotal	28	\$ 5,460	32	\$ 5,120	30	\$ 3,120	2	\$ 500	8	\$ 1,600	0	\$ -	18	\$ 3,240	16	\$ 2,400	4	\$ 520	0	\$ -	138	\$ 21,960
TASK 2: Document Review and Analysis																						
2.1 Document Review	2	\$ 390	8	\$ 1,280	12	\$ 1,248	0	\$ -	0	\$ -	0	\$ -	2	\$ 360	6	\$ 900	0	\$ -	0	\$ -	30	\$ 4,178
2.2 General Plan Consistency	8	\$ 1,560	8	\$ 1,280	40	\$ 4,160	1	\$ 250	4	\$ 800	0	\$ -	2	\$ 360	8	\$ 1,200	0	\$ -	0	\$ -	71	\$ 9,610
Subtotal	10	\$ 1,950	16	\$ 2,560	52	\$ 5,408	1	\$ 250	4	\$ 800	0	\$ -	4	\$ 720	14	\$ 2,100	0	\$ -	0	\$ -	101	\$ 13,788
TASK 3: Develop Framework/Vision Plan																						
3.1 Preparation	4	\$ 780	2	\$ 320	8	\$ 832	0	\$ -	0	\$ -	0	\$ -	4	\$ 720	8	\$ 1,200	8	\$ 1,040	6	\$ 1,080	40	\$ 5,972
3.2 Internal Charter	24	\$ 4,680	8	\$ 1,280	24	\$ 2,496	0	\$ -	0	\$ -	0	\$ -	24	\$ 4,320	24	\$ 3,600	24	\$ 3,120	16	\$ 2,880	144	\$ 22,376
3.3 Framework Plan	4	\$ 780	8	\$ 1,280	8	\$ 832	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,440	16	\$ 2,400	16	\$ 2,080	0	\$ -	60	\$ 8,612
Subtotal	32	\$ 6,240	18	\$ 2,880	40	\$ 4,160	0	\$ -	0	\$ -	0	\$ -	36	\$ 6,480	48	\$ 7,200	48	\$ 6,240	22	\$ 3,960	244	\$ 37,160
TASK 4: Develop Specific Plan																						
4.1 Introduction	2	\$ 390	4	\$ 640	8	\$ 832	0	\$ -	0	\$ -	0	\$ -	2	\$ 360	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,222
4.2 Urban Design and Land Uses	8	\$ 1,560	12	\$ 1,920	16	\$ 1,664	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,440	12	\$ 1,800	16	\$ 2,080	0	\$ -	72	\$ 10,464
4.3 Development Standards / Form	8	\$ 1,560	8	\$ 1,280	8	\$ 832	6	\$ 1,500	42	\$ 8,400	24	\$ 3,480	8	\$ 1,440	24	\$ 3,600	24	\$ 3,120	0	\$ -	152	\$ 25,212
4.4 Open Space and Recreation	4	\$ 780	12	\$ 1,920	16	\$ 1,664	0	\$ -	0	\$ -	0	\$ -	4	\$ 720	8	\$ 1,200	16	\$ 2,080	24	\$ 4,320	84	\$ 12,684
4.5 Circulation and Street Standards	4	\$ 780	8	\$ 1,280	16	\$ 1,664	0	\$ -	0	\$ -	0	\$ -	6	\$ 1,080	8	\$ 1,200	16	\$ 2,080	8	\$ 1,440	66	\$ 9,524
4.6 Airport Compatibility	8	\$ 1,560	16	\$ 2,560	24	\$ 2,496	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	48	\$ 6,616
4.7 Utility Infrastructure & Public Services	4	\$ 780	16	\$ 2,560	24	\$ 2,496	0	\$ -	0	\$ -	0	\$ -	2	\$ 360	4	\$ 600	0	\$ -	0	\$ -	50	\$ 6,796
4.8 Public Facilities Financing	8	\$ 1,560	24	\$ 3,840	30	\$ 3,120	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	62	\$ 8,520
4.9 Implementation	8	\$ 1,560	24	\$ 3,840	30	\$ 3,120	0	\$ -	0	\$ -	0	\$ -	4	\$ 720	4	\$ 600	0	\$ -	4	\$ 720	74	\$ 10,560
Subtotal	54	\$ 10,530	124	\$ 19,840	172	\$ 17,888	6	\$ 1,500	42	\$ 8,400	24	\$ 3,480	34	\$ 6,120	60	\$ 9,000	72	\$ 9,360	36	\$ 6,480	624	\$ 92,598
TASK 5: Draft Specific Plan																						
5.1 Administrative Draft Specific Plan	8	\$ 1,560	12	\$ 1,920	32	\$ 3,328	1	\$ 250	40	\$ 8,000	0	\$ -	12	\$ 2,160	12	\$ 1,800	12	\$ 1,560	0	\$ -	129	\$ 20,578
5.2 Public Review Draft Specific Plan	8	\$ 1,560	12	\$ 1,920	24	\$ 2,496	1	\$ 250	15	\$ 3,000	0	\$ -	8	\$ 1,440	12	\$ 1,800	8	\$ 1,040	0	\$ -	85	\$ 13,506
5.3 Final Specific Plan	4	\$ 780	8	\$ 1,280	12	\$ 1,248	1	\$ 250	15	\$ 3,000	6	\$ 870	4	\$ 720	6	\$ 900	8	\$ 1,040	0	\$ -	64	\$ 10,088
Subtotal	20	\$ 3,900	32	\$ 5,120	68	\$ 7,072	3	\$ 750	70	\$ 14,000	6	\$ 870	24	\$ 4,320	30	\$ 4,500	26	\$ 3,640	0	\$ -	281	\$ 44,172
SPECIFIC PLAN SUB-TOTAL																						
144 \$ 28,080 222 \$ 25,620 362 \$ 37,648 12 \$ 3,000 124 \$ 24,800 39 \$ 4,358 116 \$ 70,880 148 \$ 25,200 152 \$ 19,760 58 \$ 8,880 1,388 \$ 209,670																						
TASK 6: Public Hearings																						
TBD TBD																						
TASK 7: Pro Forma Analysis (Optional Task)																						
TBD TBD																						
TASK 8: Public Outreach Support (Optional Task)																						
TBD TBD																						

EXHIBIT "B"
[Project Schedule]

Oaktree Village Specific Plan

DRAFT Timeline

(NEED TO COORDINATE W/ CEQA TEAM BEFORE FINALIZING SCHEDULE - BIO SURVEYS MAY IMPACT SCHEDULE)

Prepared by: Lisa Wise Consulting, Inc.

Revised December 28, 2015 Project Task	2016												2017	Hours				
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	TEAM	LWC	ODI	STP	
Task 1: Project Initiation and Meetings																		
1.1 Framework and Timeline																		
1.2 Team and Staff Meetings																		
1.3 Project Descriptions																		
Task 2: Document Review and Analysis																		
2.1 Document Review																		
2.2 General Plan Consistency																		
Task 3: Develop framework/Vision Plan																		
3.1 Preparation																		
3.2 Initial Charter																		
3.3 Framework Plan																		
Task 4: Develop Specific Plan																		
4.1 Introduction																		
4.2 Urban Design and Land Uses																		
4.3 Development Standards/Form																		
4.4 Open Space and Recreation																		
4.5 Circulation and Street Standards																		
4.6 Airport Compatibility																		
4.7 Utility Infrastructure and Public Services																		
4.8 Public Facilities Financing																		
4.9 Implementation																		
Task 5: Draft Specific Plan																		
5.1 Administrative Draft Specific Plan																		
5.2 Public Review Draft Specific Plan																		
5.3 Final Specific Plan																		
Task 6: Public Hearings																		
Task 7: Pro Forma Analysis (Optional Task)																		
Task 8: Public Outreach Support (Optional Task)																		

Milestones

- Issue Admin Draft Specific Plan - City Review Period Begins
- Issue Public Review Draft Specific Plan - Public Comment Period (45 days) Begins
- Joint Planning Commission & City Council Meeting on the Public Review Draft
- Issue Final Specific Plan
- City Council Adoption Hearing

AGREEMENT

THIS AGREEMENT (the "Agreement") made this ____ day of _____, 2016, by and between the CITY OF TEHACHAPI ("City") and PT1Ventures, LLC, a California Limited Liability Corporation (the "Applicant"),

WITNESSETH:

WHEREAS, Applicant wishes to file a tentative tract map (the "TTM") for a residential development within the City (the "Development"); and

WHEREAS, the City has determined that a specific plan will be required prior to approval of the TTM (the "Specific Plan") and that an environmental impact report will be needed for the Specific Plan (the "EIR"); and

WHEREAS, pursuant to the terms and conditions described hereinafter, the City will draft the Specific Plan, with all costs of same to be reimbursed by the Applicant and the Applicant shall provide at its sole cost and expense the EIR and reimburse City for its review and approval of the EIR.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. The parties agree that City will draft the Specific Plan for the area located within the following boundaries: APN's 223-040-12, 13, 14 The City expects to contract with a consultant to draft the Specific Plan (the "Specific Plan Consultant"). Applicant shall pay the full cost of the Specific Plan Consultant and reimburse City for its staff time in directing and assisting the Specific Plan Consultant. The charges for City staff time shall be 15% of the value of Consultant Contract. City will bill Applicant no more often than monthly for reimbursement of the costs and fees charged by the Specific Plan Consultant and for City's staff time. Applicant shall pay each invoice within ten days of the date of the invoice or the amount of same shall accrue interest at the rate of 6% per annum until paid in full. The Specific Plan shall not be deemed complete until it has been approved by the Tehachapi City Council and provided no legal proceedings have been initiated.

In the event legal proceedings are initiated, Applicant shall pay all costs of litigation incurred by the City in opposing the legal action, including, without limitation, all legal fees and court costs and any legal fees and court costs which City is required by court order to pay to any other party in the action.

3. Applicant shall cause an EIR to be drafted for the Specific Plan. The EIR shall be drafted at Applicant's sole cost and expense. Applicant shall reimburse City for all City staff time in assisting Applicant and for reviewing and approving the EIR. City staff time shall be 15% of the value of the Specific Plan Consultant Contract. Applicant shall be billed no more often than monthly for reimbursement of City staff time. Applicant shall pay each invoice within 10 days of the date of the invoice or the amount of the invoice shall accrue interest at the rate of 6% per annum until paid in full. The EIR shall not be deemed complete until the City Council has approved it and a notice of determination has been posted for 35 days without legal action being commenced. In the event legal action is commenced, Applicant shall pay all costs including, without limitation, legal fees and costs in defending the action and Applicant shall pay all costs and legal fees ordered by the Court to be paid to opposing parties in the litigation.

4. Applicant shall indemnify, defend and hold harmless City, its officers, Councilpersons, commissioners, employees, and agents from any and all liabilities, claims, demands, damages, and costs of any kind whatsoever (including attorney's fees and costs) arising out of or relating to or in any way connected with the Specific Plan and the EIR or any act or omission by or on behalf of Applicant.

5. Without limiting Applicant's obligations under Paragraph 4 of this Agreement, Applicant shall obtain and maintain during the life of this Agreement comprehensive general liability insurance coverage in an amount not less than \$1 million per occurrence and automobile liability for owned, hired, and non-owned vehicles in the same amount, and such workers compensation insurance as required by statute. Applicant shall provide City with appropriate certificates of insurance and endorsements for all of the foregoing in which City, its officers, Councilpersons, commissioners, employees, and agents shall be named as additional insureds and specifically designating all such insurance as "primary," with any insurance or coverage of City being noncontributory, and providing that same shall not be terminated nor coverage reduced without ten (10) days prior written notice to City.

6. Applicant shall not assign its interest herein or any part thereof and any attempted assignment shall be void.

7. City may terminate this Agreement at any time upon Applicant's failure to pay any invoice when due. In that event, City shall give Applicant 10

days prior written notice of the termination ("Cure Period") and, provided Applicant pays the full invoice within the Cure Period, Applicant shall not be deemed in default. In the event of any default by Applicant other than payment of a Monthly Invoice, City shall give Applicant 30 days prior written notice of the termination and, provided Applicant has cured the default within 30 days, Applicant shall not be deemed in default. In the event City terminates this Agreement due to Applicant's breach of the Agreement, City may, in its sole discretion, cease processing Applicant's TTM.

8. All notices given under this Agreement shall be in writing and shall be deemed received by the party to whom directed if personally served or mailed by certified mail, return receipt requested with the date of execution of the return receipt (or refusal to sign) as the date of service or when sent by facsimile transmission or when sent by electronic mail ("email") addressed as follows: If to City, City Manager, 115 South Robinson Street, Tehachapi, CA 93561, Fax-(661) 822-2197, email- ggarrett@tehachapicityhall.com; or if to Applicant, Mike Duncan, PO Box 21235, Bakersfield, CA 93390, Fax (661) 664-9871, email-mduncan@bak.rr.com. Any party may change its address or email by giving notice to the other party in the manner herein described.

9. The Specific Plan and the EIR, and all files, records, reports, and supportive data (the "Files") prepared by Applicant or on behalf of Applicant pertaining to or relating in any way the Specific Plan, the EIR, or the TTM remain the property of the City. The City Manager will control the physical location of such Files during the term of this Agreement, except that all Files shall be transferred to City upon completion of the Services or earlier termination of this Agreement. Applicant shall provide a waiver of its engineers and consultants of their copyrights to the City's satisfaction. The Applicant hereby grants full unrestricted copyright authority to the City and hereby waives Applicant's copyright on same, if any, and transfers all such copyrights to City, irrevocably and forever, and agrees that City shall be the owner of all such copyrights. Computer models used in preparation of the studies performed by Applicant shall remain the property of Applicant.

10. Time is of the essence with regard to each covenant, condition and provision of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter herein and supersedes all prior oral and written agreements and understandings between the parties with respect thereto.

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

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

15. This Agreement may be executed in counterparts. A facsimile or electronic copy of this Agreement shall be as effective as the original for all purposes.

16. Notwithstanding any provision to the contrary, this Agreement shall not become effective and shall not be binding as to any party until all of the parties have executed this Agreement.

17. 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.

18. Without limiting the provisions at Paragraph 6 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns.

19. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and not be affected, impaired, or invalidated thereby.

20. City and Applicant acknowledge that each party and their respective legal counsel have reviewed this Agreement and agree that this Agreement is the product of negotiations between the parties. This Agreement shall be interpreted without reference to the rule of interpretation of documents that uncertainties or ambiguities therein shall be determined against the party so drafting the Agreement.

///

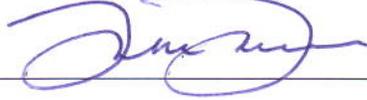
///

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

SUSAN WIGGINS., Mayor of the City of
Tehachapi, California, "City"

PT1 Ventures, LLC, "Applicant"

By: _____



_____, its President



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

MEETING DATE: JANUARY 19, 2016 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: JOHN (JAY) SCHLOSSER, P.E.

DATE: JANUARY 5, 2016

SUBJECT: MINOR ENGINEERING SUPPORT SERVICES AGREEMENTS (INFORMATION ONLY)

BACKGROUND

On August 12, 2012, and December 7, 2015, the City Council approved the minor engineering support services agreement template and the minor planning and building support services agreement template, respectively. These agreements authorize the City Manager to execute all future minor engineering, planning and building support services agreements, up to a maximum value of \$15,000.00, in support of Council authorized projects and budgeted activities. Council also requested a report of these contracts be made on a re-occurring basis at the next council meeting.

DESCRIPTION

Attached is a spreadsheet representing the contracts that have been authorized by the City Manager since December 7, 2015. The consultant name, value of the contract, and the associated project are listed for your reference.

THIS REPORT IS PROVIDED FOR INFORMATION ONLY

<u>Name</u>	<u>Value</u>	<u>Description</u>
EcoTierra Consulting	5,000.00	On-call contract for miscellaneous CEQA assistance

COUNCIL REPORTS

MEETING DATE: January 19, 2016**AGENDA SECTION:** ASST. CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: January 11, 2016

SUBJECT: SOUTHWEST DIAGONAL TAXIWAY REHABILITATION PROJECT

BACKGROUND

As the Council is aware, the City recently solicited bids for the Southwest Diagonal Taxiway Rehabilitation Project. This project, which is funded through the Federal Aviation Administration (FAA) through the City's approved Airport Capital Improvements Plan, would completely reconstruct the failing asphalt of the taxiway depicted in the attached map, and will reconstruct the private concrete hangar aprons connecting hangars to the taxiway.

As a brief bit of background, the Caltrans Division of Aeronautics conducted a statewide airport pavement survey in 2011-12. As part of that study, Tehachapi Municipal received a report from Caltrans outlining the pavement condition at the Airport. While the overall Pavement Condition Index (PCI) at the airport was a 65 out of 100, or in the "fair" range, the pavement located on the taxiway in question was identified at a PCI of 22, or "serious" and is the 3rd worst pavement on the airport according to the Caltrans report. The two areas of pavement with lower PCI ratings are on cross taxiways connecting to the runway and included in a larger taxiway reconstruction project currently in the environmental review stages at the FAA.

In addition to identifying the pavement conditions at the airport, the report also suggested rehabilitation techniques for the various airfield pavement areas. For the southwest diagonal taxiway, the Caltrans report suggested that the appropriate fix for the taxiway was complete reconstruction of the pavement.

The original total cost estimate for the project was \$616,400.00, which included design, environmental, construction, and construction administration. Of that, the engineer's estimate of costs for just the construction component was \$540,020.00.

Sealed bids for the work were solicited consistent with California law and when bids were opened on July 29, 2015, the bid amounts received were as follows:

CONTRACTOR	BID AMOUNT
Griffith Company	\$689,226.06
R.C. Becker and Son, Inc.	\$764,711.08

With the low bid amount for construction received at \$689,226.06 the total cost estimate for the project was increased to \$948,815.06.

After considering the various options, staff approached the FAA and requested additional grant funding to cover the difference in cost between the engineer's estimate and the bid prices, as well as the associated increases in indirect costs. On September 1, 2015, Staff received confirmation from the FAA that the additional funds requested had been approved.

With the increase in total project cost, the projected funding breakdown for the project is outlined in the table below.

TOTAL ESTIMATED PROJECT COST including all indirect costs.	\$948,815.06
Approved Federal Funding (FAA)	\$853,933.00
State Funding (Caltrans Aeronautics)	\$42,696.00
City Funds	\$52,186.06

On September 10, 2015, City Staff approached the City Council and requested that the project be continued despite the increase in budget. Staff also requested that the Council approve the City's grant application to Caltrans Aeronautics for the State funding portion listed in the table above. After the Council's unanimous approval of that request, an application was submitted and an award letter from Caltrans aeronautics was later received for the full amount requested. As such, the City's portion of the costs of the project, should the Council wish to proceed, is estimated to be \$52,186.06.

DISCUSSION

At the Special Meeting held on September 10, 2015, referenced previously in this document, multiple airport tenants were in attendance. In general, concerns were raised regarding the overall cost of the project and the use of tax dollars to support a failing asset. A specific request to stop the project entirely was also made. At the time, Staff was of the opinion that utilizing federal tax funded grants to improve the airport was worth the minor increase in cost to the City. This thought process was two-fold.

First, the City of Tehachapi does not control the public bidding process. Rather, we circulate the plans and specifications for a project to interested contractors and receive sealed bids for the cost of construction. Once bids are opened, we have two options: 1) accept the low bid or 2) reject all bids. While City staff expected construction costs to be lower than were received, the bids received reflect private contractor's willingness to construct the project and the cost at which they believe it to be profitable for them. The low bid, is in effect, the market rate for the project.

Second, the City of Tehachapi is responsible for the long-term operation and maintenance of the Airport regardless of its fiscal operating condition. As the Council is aware, the airport has operated with a deficit for many years and has accrued a large debt to the General Fund which has been subsidizing it during the same time. Admittedly, there have been several internal staff conversations about the efficacy of spending general fund dollars on a City facility that is used by a very small fraction of City or community residents.

With that in mind, continuing to invest money in the airport would not seem like a logical thing to do at first glance. As mentioned previously however, the City is responsible for the long-term maintenance of the airport regardless of its fiscal condition. Unfortunately, asphalt condition does not improve with age and as such, it was our opinion that spending approximately \$52,000 of City funds to completely reconstruct the taxiway in question, thereby extending the useful life of that taxiway, is a prudent thing to do.

After the September 10th meeting and subsequent commentary received via e-mail and observed on social media, we are concerned that our desire to continue investment at the airport is misguided. Based upon feedback we've received, it appears that many of the airport tenants see this project as an unnecessary nuisance. As such, we have reconsidered the viability of this project and our previous recommendations.

OPTIONS

1. Cancel the SW Diagonal Taxiway Reconstruction project and notify the FAA and Caltrans aeronautics of the City's cancellation of the project and associated funding.
2. Award the project to Griffith Company in the amount of \$689,226.06 and authorize the City Manager to execute all necessary change orders for the project, up to a maximum of 5% of the contract amount (or \$34,461.30).

With respect to Option 1, it is likely that cancelling our project with the FAA and Caltrans could impact future funding opportunities negatively. That said, there are no planned grant funded improvements at the airport for the next two fiscal years. To date however, the City has incurred costs for engineering design, bidding, and grant administration that will not be reimbursed should the grants be cancelled. The total amount spent is roughly equivalent to the current expected City match so it is not expected to negatively impact the City beyond what was already planned.

With respect to Option 2, the contractor has expressed their willingness to hold the project until spring time to hopefully avoid severe weather related delays due to El Nino. As such, construction would not likely begin until April 2016.

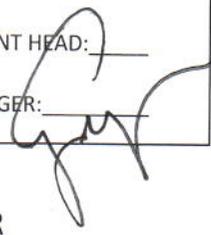
RECOMMENDATION

CANCEL THE SW DIAGONAL TAXIWAY RECONSTRUCTION PROJECT AND NOTIFY THE FAA AND CALTRANS AERONAUTICS OF THE CITY'S CANCELLATION OF THE PROJECT AND ASSOCIATED FUNDING



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

A handwritten signature in black ink is written over the signature line of the approval box.

MEETING DATE: JANUARY 19, 2016 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: JANUARY 12, 2016

SUBJECT: NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT – HANGAR 02E & 03E

BACKGROUND

Kenneth Wright & Anilu Madera recently purchased hangar 02E & 03E located at the Tehachapi Municipal Airport. Mr. Wright and Mrs. Madera are requesting a new Non-Commercial Hangar Ground Lease Agreement with a term starting on February 1, 2016.

FISCAL IMPACT

Rental Payment:

\$285.50/month

\$3426.00/year

RECOMMENDATION

APPROVE THE NON-COMMERCIAL HANGAR GROUND LEASE AGREEMENT FOR HANGAR 02E & 03E BETWEEN THE CITY OF TEHACHAPI AND KENNETH WRIGHT AND ANILU MADERA

NONCOMMERCIAL HANGAR GROUND LEASE AGREEMENT

(Tehachapi Airport Hangar 2E & 3E)

THIS LEASE AGREEMENT, hereinafter referred to as this "Lease", is made and entered into this 19th day of January, 2016, by and between the CITY OF TEHACHAPI, hereinafter referred to as "LESSOR", and Kenneth Wright & Anilu Madera, hereinafter referred to as "LESSEE".

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

1. **PREMISES:**

LESSOR does hereby demise and lease to LESSEE, and LESSEE hereby hires from LESSOR, 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 delineated on Exhibit A, attached hereto and by this reference made a part hereof.

2. **TERM:**

The term of this Lease shall be for 20 years, commencing on February 1, 2016, and terminating on January 31, 2036 (the "Initial Term"). LESSEE is hereby granted option to renew the LEASE for an additional term of five years from the expiration of the Initial Term, and for a second additional term of five years, provided LESSEE gives LESSOR written notice of LESSEE'S exercise of its option to do so no more than 180 days and no less than 30 days prior to the expiration of the Initial Term or the first additional term, whichever applies. In the event LESSEE exercises its option to renew

the Lease, the renewal shall be on the same terms and conditions as described in this Lease except for rental and as to the rental to be charged, same shall be calculated based on the rental rate or rental formula then in effect by the LESSOR for new noncommercial hangar ground leases. In addition, the rental terms for the renewal period shall include requirements for such increases as is then required by the LESSOR for new noncommercial hangar ground leases.

3. HOLDING OVER:

In the event LESSEE shall hold over after the term herein granted with the expressed or implied consent of LESSOR, such holding over shall be a tenancy only from month to month at twice the rental rate then charged for noncommercial hangar ground leases; provided, however, that if LESSEE is otherwise in default under this Lease at the time of holding over, nothing herein shall expressly or impliedly cure the default and LESSOR shall have all rights to remedy the default in addition to all rights to the increased monthly rental provided for herein.

4. RENTAL CONSIDERATION:

As and for rental, LESSEE agrees to pay to LESSOR, the sum of \$285.50 per month payable in advance on the first day of each month commencing February, 2016. On January 1 of each calendar year thereafter, the monthly rental shall increase or decrease for said calendar year by the percentage increase or decrease between the Consumer Price Index (All Urban Consumers) (Base Years 1982-1984=100) for Los Angeles-Riverside-Orange County, CA CMSA published by the United States Department of Labor, Bureau of Labor Statistics ("Index") which is published immediately preceding the commencement of the prior calendar year and the Index published immediately preceding the commencement of the new calendar year.

LESSOR shall notify LESSEE in writing of said rental increase/decrease prior to January 1. LESSOR shall bill LESSEE monthly for the rental and rental shall be due on the date set forth on the billing and shall be deemed delinquent if not received by that date. Notwithstanding the foregoing, rental may also be increased as described in Paragraphs 15 and 24.

5. **INTEREST:**

If the payments required herein are not paid within fifteen (15) days after they become due, then, in addition to such sums are due, LESSEE shall also pay interest at the rate of ten percent (10%) per month on the unpaid balance or portion thereof, until paid in full.

6. **PURPOSE; NUISANCE:**

(a) The demised premises shall be used by the LESSEE 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 LESSEE or partnership or other business association approved by the City Manager or designated representative in which LESSEE is a member, except for such aircraft permitted on the premises pursuant to an assignment or sublease approved by LESSOR pursuant to Paragraph 24; and provided further, that LESSEE shall conduct no activity for profit or commercial purpose under this lease.

(b) LESSEE 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 LESSOR or any tenant of LESSOR on adjacent or neighboring property. LESSEE shall abate or cure any nuisance on the demised premises or for which LESSEE is responsible within ten (10) days after written notice thereof from LESSOR. In the event LESSEE has not taken corrective action within ten (10) days, LESSOR may take any

action necessary to abate or cure such condition at LESSEE'S sole cost and expense, without further written notice and LESSOR shall have no liability to LESSEE therefore 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 LESSOR'S reasonable determination, a condition immediately hazardous to health or safety, LESSOR may immediately, without written notice to LESSEE, enter the premises to abate or cure the condition at LESSEE'S sole cost and expense and LESSOR shall have no liability to LESSEE therefore nor for any damage to the premises or to the hangar or to property therein or thereon.

(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.

7. CONDITION OF PREMISES:

LESSEE 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.

8. SAFETY:

Any area that is within the control of the LESSEE 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 LESSEE shall comply with all local, state and federal laws, statutes, rules and regulations with regard thereto.

9. ALTERATIONS:

LESSEE 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..

10. **SIGNS:**

LESSEE 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 LESSOR'S prior written consent thereof. LESSEE further agrees to remove signs, displays, advertisements, or decorations it has placed or permitted to be placed on the premises, which, in LESSOR'S opinion are offensive or otherwise objectionable. If LESSEE fails to remove such signs, displays, advertisements or decorations within ten (10) days after having received written notice to remove same from LESSOR, LESSOR reserves the right to re-enter the premises and remove them at LESSEE'S expense.

11. **UTILITY EXTENSION OR MODIFICATION:**

LESSEE 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.

12. **UTILITIES:**

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

13. **MAINTENANCE:**

LESSEE 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.

14. **FAILURE TO REPAIR:**

In the event LESSEE shall fail, neglect, or refuse to commence the repair or maintenance work required herein within ten (10) days after receipt of a written notice service by LESSOR, or in the event that LESSEE fails, neglects or refuses to pursue said repair or maintenance work with reasonable diligence to completion, LESSOR 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 Lease as a charge to LESSEE.

15. **SALE OR REMOVAL OF IMPROVEMENTS:**

(a) Unless otherwise agreed upon by the parties hereto, if LESSEE desires to sell or otherwise transfer any or all buildings, hangars and other improvements (the "Improvements") made to or constructed and placed on the premises during or prior to the term of this Lease, or any extensions thereof, LESSOR shall have a right of first refusal (the "Right of First Refusal") to purchase the improvements and the LESSEE shall give LESSOR a notice in writing at least thirty (30) days before such sale or transfer of the terms of same (the "Lessee Notice"). Any sale or transfer or agreement to sell or transfer the Improvements without LESSEE first complying with the requirements of LESSOR'S Right of First Refusal shall be void and, in addition thereto, shall constitute a breach and material default of this Lease. If LESSEE has received an offer to purchase the Improvements that LESSEE is prepared to accept, the Lessee Notice shall contain a complete copy of the offer (the "Offer"), or if LESSEE does not have any such Offer but nevertheless wishes to sell or transfer the Improvements to a third party, the Lessee Notice shall include all of LESSEE'S terms and conditions for such sale or transfer. Lessor's Right of First Refusal to purchase the Improvements shall be under the same terms and conditions as described in the Lessee Notice. The Lessee Notice shall be personally delivered or mailed to LESSOR by registered mail, return receipt requested. LESSOR shall have thirty (30) days from receipt of the Lessee Notice in

which to exercise its Right of First Refusal (the "Exercise Period"). If LESSOR wishes to exercise its Right of First Refusal, LESSOR shall do so in writing to LESSEE prior to expiration of the Exercise Period, provided however that if the Exercise Period terminates on a weekend or holiday, the Exercise Period shall be extended to 11:59 p.m. (California time) on the next business day thereafter. In the event LESSOR exercises its Right of First Refusal, LESSOR shall complete the purchase of the Improvements within a reasonable time thereafter. If LESSOR does not exercise its Right of First Refusal, LESSEE shall have the right, only for the next sixty (60) days, to complete the sale or transfer of the improvements to the offer or of the offer, or, if none, to any other third party under the same terms and conditions as described in the Lessee Notice, provided however that if the sale or transfer is not completed within sixty (60) days of the expiration of the Exercise Period or if the terms and conditions of the sale or transfer are modified, then LESSOR'S Right of First Refusal shall be revived and LESSEE shall once again give LESSOR the Lessee Notice containing the terms and conditions or, if applicable, the revised terms and conditions of the sale or transfer and LESSOR shall have all rights with regard thereto previously described herein. LESSEE shall not place a lien or otherwise encumber the Improvements as part of any sale or transfer without LESSOR'S prior written consent, which consent may be denied or conditioned in LESSOR'S sole and absolute discretion. If a sale is completed during the term of this Lease, no assignment or subletting of this Lease or of the premises shall occur without compliance with Paragraph 24 and, additionally, LESSOR shall have the right to increase the rental to the rental then being charged by LESSOR for new noncommercial hangar ground leases as then determined by LESSOR. Notwithstanding the foregoing, if the purchaser of the Improvements requests a new Lease, LESSOR may, in LESSOR'S sole and absolute discretion, enter into a new

Lease with the purchaser.

(b) If at the termination of this Lease a new Lease has not been entered into by the parties or their successors, then LESSEE shall remove the Improvements and all fixtures and contents therein no later than 30 days after the expiration of the Lease Term without unnecessary damage to the premises and during the 30 day period after expiration of the Lease Term LESSEE shall pay rental to Lessor as a holdover tenant pursuant to Paragraph 3 of this Lease. If LESSEE does not effect such removal, LESSOR shall have the right to do so and LESSEE shall be obligated to LESSOR for the costs thereof; provided, however, that all right, title and interest in and to the Improvements without their removal may be acquired by LESSOR upon terms and conditions mutually agreeable to both LESSOR and LESSEE. Notwithstanding the foregoing, if LESSEE has failed to effect the removal as required herein and LESSOR and LESSEE have not agreed upon the terms by which LESSOR would acquire the Improvements, LESSEE shall be in breach of this Agreement and LESSOR shall have all rights described in Paragraph 28 of this Lease with regard thereto.

16. COMPLIANCE WITH LAW:

LESSEE 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.

17. RIGHT OF INSPECTION:

LESSOR shall have the right to enter upon the demised premises at all reasonable times to inspect the premises and LESSEE'S operations thereon. LESSOR reserves all rights in and with respect to the premises, not inconsistent with LESSEE'S use of the premises as in the Lease provided, including (without limiting the generality of

the foregoing) the right of LESSOR 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 LESSOR 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. LESSOR shall compensate LESSEE for any and all damage to LESSEE'S improvements and personal property caused by the exercise of the rights reserved in this paragraph.

18. **INDEMNIFICATION:**

LESSEE agrees to indemnify, defend (upon request by the LESSOR) and save harmless the LESSOR, its Council persons, agents, officers and employees, and each of them, from any and all losses, costs, expenses, claims, liabilities, actions, and damages, including liability for injuries to person or persons, or damage to property of third persons arising out of or in any way connected with (a) the LESSEE'S use, occupancy and/or operation of the demised premises during the term of this Lease or any holding over, and (b) the construction or the removal of any facilities or improvements on the demised premises during the term of this Lease or any holding over.

19. **WORKERS COMPENSATION:**

LESSEE 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 LESSOR from any and all liability hereunder.

20. **LIABILITY INSURANCE:**

LESSEE, in order to protect LESSOR, its agents, officers and employees, against all claims and liability for death, injury, loss, and damage as a result of

LESSEE'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 Lease and covering all LESSEE'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 LESSOR, Council persons, agents, officers, and employees as additional insured; and

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

(c) shall contain a Severability 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 LESSOR.

Within ten (10) days from the date of the Lease, LESSEE 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 LESSOR, its councilpersons, agents, officers, and employees are named as additional insured. In the event that LESSEE shall fail to obtain or thereafter maintain such policies or to furnish evidence thereof to LESSOR, LESSOR may, in LESSOR'S sole discretion, (1) procure the same, pay the premium therefore, and collect same with the next payment of rental due from LESSEE, or (2) terminate this Lease pursuant to Paragraph 28 hereof.

21. TAXES AND ASSESSMENTS:

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

22. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

23. AERONAUTICAL RESTRICTIONS:

(a) There is hereby reserved to LESSOR 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) LESSEE 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) LESSEE 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, LESSOR reserves the right to enter on the demised premises and cause the abatement of such interference at the expense of LESSEE.

(d) LESSOR 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 LESSEE, and without interference or hindrance.

(e) LESSOR reserves the right, but shall not be obligated to LESSEE, 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 LESSEE 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 LESSOR or by the Aeronautical Division of the California Department of Transportation, or the airport ceases to be operated as an airport, then this Lease may be terminated by LESSEE, at its option, by its giving of at least thirty (30) days written notice thereof LESSOR.

(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.

24. **SUBLETTING:**

(a) LESSEE shall not assign this Lease or sublet the premises, or any part thereof, without the prior written consent of the LESSOR, 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 sublessee shall agree to and be bound by all of the terms and conditions of the Lease;
- (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 20, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) A rental adjustment, which shall be, based on the rental then in effect by LESSOR for new noncommercial hangar ground leases.

(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 LESSOR may, at its option, by written notice to the LESSEE, either (1) declare such sublease, assignment, transfer, mortgage, or other conveyance void, or (2) terminate this Lease and all rights and interest of LESSEE and all other persons hereunder pursuant to Paragraph 28. Any consent by the LESSOR 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 Lease or at law or in equity and the exercise of any remedy herein or under this Lease or at law or in equity shall not prevent the exercise of any other remedy provided herein or in this Lease or at law or in equity.

25. RIGHT OF INGRESS AND EGRESS:

LESSEE shall have the reasonable right-of-way over property owned and controlled by LESSOR for ingress thereto and egress there from for pedestrian, vehicular, and air travel, together with the right to use in common with other LESSEE'S or licenses or LESSOR 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 LESSOR 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.

26. BANKRUPTCY:

In the event that (a) LESSEE 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 LESSEE shall be instituted by anyone other than LESSEE 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 LESSEE, or any lien or any writ of attachment, garnishment, execution or distraint shall be levied upon any LESSEE'S rights or interest under this Lease; or (d) there shall be any other assignment of any LESSEE'S rights or interests under this Lease by operation of law, then in addition to any and all other rights and remedies available to it, LESSOR may, at its option by written notice to LESSEE, terminate this Lease and all rights and interest of LESSEE and all other persons under this Lease. The term "LESSEE", as used in this paragraph, includes any individual, partnership, or corporation who is a LESSEE hereunder, even though several individuals, partnership, or corporations are such, and

includes each partner of any partnership, which is LESSEE hereunder.

27. WAIVER OF BREACH:

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

28. BREACH:

(a) In the event of a breach by LESSEE of any term, condition, or agreement herein contained, LESSEE shall have 30 days to cure the breach after written notice has been given to LESSEE by LESSOR, provided however that if any such breach cannot be reasonably cured within 30 days of such notice, then LESSEE shall have commenced reasonable efforts to cure same within said period. In the event of LESSEE'S failure to cure or commence the cure of any such breach within 30 days this Lease and all privileges herein granted shall be terminated and be of no further force or effect, and LESSEE shall immediately surrender to LESSOR possession of the premises, and in addition to all other remedies available to LESSOR hereunder or at law or equity, LESSOR shall have the remedies either to remove the Improvements on the premises at the expense of LESSEE or retain the Improvements and to thereafter be the sole and exclusive owner of same. Notwithstanding the foregoing, in the event LESSEE allows a nuisance to exist on the premises as described in Paragraph 6 of this Lease, LESSEE shall abate the nuisance as required therein, and nothing herein shall be deemed to waive or modify the requirements and remedies described in Paragraph 6. Providing further, that in the event LESSEE breaches this Lease and abandons the property before the end of the term, if LESSEE'S right to possession is terminated by LESSOR because of breach of this Lease, LESSOR shall have the right to recover

damages from LESSEE as provided in the State of California Civil Code Section 1951.2.

(b) In the event of a breach by LESSOR of any term, condition, or agreement herein contained, that deprives LESSEE 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 6 hereof, or of its rights of ingress and egress described in Paragraph 25 hereof, LESSEE shall not be obligated to LESSOR for any rental payments otherwise due and payable for the period of such breach.

29. NEGATION OF PARTNERSHIP:

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

30. SURRENDER OF PREMISES:

On the last day of the term, or extension thereof, or sooner termination of this Lease, and subject to the rights and remedies of LESSOR and LESSEE described in Paragraph 15 hereof, LESSEE shall peaceably and quietly leave, surrender and yield up to the LESSOR the demised premises in as good condition and repair as at the commencement of LESSEE'S occupancy, reasonable wear and tear thereof excepted.

31. ENTIRE AGREEMENT:

This Lease 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.

32. VENUE AND GOVERNING LAW:

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

of the State of California.

33. COVENANTS AND CONDITIONS:

Each provision of this Lease performable by LESSEE shall be deemed both a covenant and a condition.

34. TIME OF THE ESSENCE:

Time is hereby expressly declared to be the essence of this Lease 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 Lease.

35. SEVERABILITY:

If any provision of this Lease 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.

36. AUTHORIZED AGENT OF LESSOR:

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

37. 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 LESSOR: City Manager
City of Tehachapi
115 South Robinson Street
Tehachapi, Ca. 93561

TO LESSEE: Kenneth Wright & Anilu Madera
500 S. Mill Street
Tehachapi, CA 93561

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

38. **BINDING:**

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

39. **CAPTIONS:**

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

40. **AMENDMENTS:**

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

41. **ATTORNEY'S FEES:**

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

42. **RECORDATION:**

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

43. **COUNTERPARTS:**

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

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

LESSOR:

CITY OF TEHACHAPI

By: _____
SUSAN WIGGINS
Mayor of the City of Tehachapi, California

LESSEE:

By: _____
KENNETH WRIGHT, Lessee

LESSEE:

By: _____
ANILU MADERA, Lessee