

AGENDA

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, April 18, 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.

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TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING**

Monday, April 18, 2016- 6:00 P.M. - PG. 2

1. General public comments regarding matters not listed as an agenda item
2. Mayor to present a Certificate of Recognition to the Kiwanis

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 09-16
Tehachapi City Council Unassigned Ord. No. 16-05-735
Tehachapi Redevelopment Successor Agency Unassigned Res. No. 01-16
Tehachapi Public Financing Authority Unassigned Res. No. 01-16

- *3. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY**
- *4. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on April 4, 2016 – **APPROVE AND FILE**
- *5. Memorial Day Parade Event Application scheduled for May 30, 2016 Downtown – **APPROVE THE SPECIAL EVENT APPLICATION FOR TEHACHAPI VALLEY RECREATION & PARKS DISTRICTS MEMORIAL DAY PARADE AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF CITY ATTORNEY**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for March 31, 2016 through April 12, 2016 – **AUTHORIZE PAYMENTS**
- *7. City of Tehachapi Treasurer’s Report through March, 2016 – **APPROVE REPORT**
- *8. Formal commitment of an amount of fund balance to be set aside specifically for emergency contingencies as required by the Governmental Accounting Standards Board Statement No. 54 (GASB54) – **ADOPT A RESOLUTION APPROVING THE CITY OF TEHACHAPI’S EMERGENCY CONTINGENCY COMMITMENT OF FUND BALANCE FOR THE GENERAL FUND AND REPEALING RESOLUTION NO. 21-15**

ECONOMIC DEVELOPMENT COORDINATOR

9. California Off Highway Vehicle (OHV) Grant – **ADOPT A RESOLUTION APPROVING THE CITY OF TEHACHAPI TO APPLY FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS & RECREATION OFF HIGHWAY VEHICLE GRANT**

DEVELOPMENT SERVICES MANAGER REPORTS

10. Tehachapi Boulevard Improvements Phase III Notice of Completion – **APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III AND DIRECT STAFF TO RECORD SAME**

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TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING**

Monday, April 18, 2016- 6:00 P.M. - PG. 3

POLICE CHIEF REPORTS

11. Contracted Legal Services with Silver and Wright LLP to encompass the pending receivership of 202 Bartlett Court – **APPROVE THE AGREEMENT BETWEEN CITY OF TEHACHAPI AND SILVER AND WRIGHT LLP AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

ASSISTANT CITY MANAGER REPORTS

- *12. Agreement with Pyro Spectaculars for the fireworks display at the July 4th Hotdog Festival – **APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC AND AUTHORIZE THE MAYOR TO SIGN SUBJECT TO APPROVAL OF THE CITY ATTORNEY**

CITY MANAGER REPORTS

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

COUNCILMEMBER REPORTS

14. Mayor to appoint two members of the Council to work with staff to study medical marijuana regulating options.

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,
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Monday, April 4, 2016 – 6:00 P.M.**

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

ACTION TAKEN

<p><u>CALL TO ORDER</u></p> <p>Meeting called to order by Mayor Wiggins at 6:00 p.m.</p> <p><u>ROLL CALL</u></p> <p>Roll call by City Clerk Tori Marsh</p> <p>Present: Mayor Wiggins, Mayor Pro-Tem Nixon, Councilmembers Grimes, Smith and Wahlstrom</p> <p>Absent: None</p> <p><u>INVOCATION</u></p> <p>By Barry Galloway Pastor Tehachapi Mountain Vineyard Church</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Councilmember Smith</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. Public comment 2. Mayor presented a Certificate of Recognition to Del Troy. 3. Mayor presented a Certificate of Recognition to the Tehachapi High School Cheer Team. 	<p>Approved Consent Agenda Ni/Gr Ayes All</p>
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ACTION TAKEN

CITY CLERK REPORTS

- *4. **ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.**
- *5. Minutes for the Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority, and the Tehachapi City Financing Corporation regular meeting on March 21, 2016 - **APPROVED AND FILED.**
- *6. Run & Ride with the Wind Duathlon Special Event Application scheduled for May 15, 2016 on a portion of South Green Street – **APPROVED THE SPECIAL EVENT APPLICATION FOR TEHACHAPI VALLEY RECREATION & PARKS DISTRICTS RUN & RIDE WITH THE WIND DUATHLON AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF CITY ATTORNEY**

All Ord. Read By Title Only

Approved & Filed
Ni/Gr Ayes All

Approved The Special Event Application For Tehachapi Valley Recreation & Parks Districts Run & Ride With The Wind Duathlon And Associated Street Closures Subject To Approval Of City Attorney
Ni/Gr Ayes All

FINANCE DIRECTOR REPORTS

- *7. Disbursements, bills and claims for March 16, 2016 through March 30, 2016 – **AUTHORIZED PAYMENTS**
- 8. 2015/16 Mid-year budget adjustments – **FINANCE DIRECTOR HANNAH CHUNG GAVE STAFF REPORT; APPROVED THE 2015/16 MID-YEAR BUDGET ADJUSTMENTS AS PRESENTED**

Authorized Payments
Sm/Ni Ayes All

Approved The 2015/16 Mid-Year Budget Adjustments As Presented
Ni/Wa Ayes All

DEVELOPMENT SERVICES REPORTS

- 9. Tehachapi Boulevard Rehabilitation Project Phase III Bid Award – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; AWARDED THE TEHACHAPI BOULEVARD REHABILITATION PROJECT PHASE III TO GRANITE CONSTRUCTION COMPANY IN THE AMOUNT OF \$331,305.00 AND AUTHORIZED THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$16,565.25)**
- 10. Community Development Block Grant Program Northside Sidewalks Project Design – **CITY ENGINEER JAY SCHLOSSER GAVE STAFF REPORT; APPROVED THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PROVOST & PRITCHARD CONSULTING GROUP AND AUTHORIZED THE MAYOR TO SIGN**

Awarded The Tehachapi Boulevard Rehabilitation Project Phase III To Granite Construction Company In The Amount Of \$331,305.00 And Authorized The City Manager To Approve Any Necessary Change Orders Up To A Maximum Of 5% Of The Original Contract (Or \$16,565.25)
Sm/Ni Ayes All

Approved The Agreement Between The City Of Tehachapi And Provost & Pritchard Consulting Group And Authorized The Mayor To Sign
Gr/Ni Ayes All

POLICE CHIEF REPORTS

- 11. **PUBLIC HEARING** – The City receives \$100,000.00 from the State of California through the Supplemental Law Enforcement Services Fund (SLESF) also commonly referred to as state “COPS” funds - **OPENED HEARING 7:03 PM; NO CORRESPONDENCE RECEIVED; POLICE CHIEF KENT KROEGER GAVE STAFF REPORT; CLOSED HEARING 7:04 PM; STAFF RECOMMENDATION; APPROVED THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND SPENDING PLAN AS PROPOSED**

Approved The Supplemental Law Enforcement Services Fund Spending Plan As Proposed
Sm/Ni Ayes Alls

CITY MANAGER REPORTS

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

ADJOURNMENT

The City Council/Boards adjourned at 7:05 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, April 18, 2016, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

Approved this 18th day
Of April, 2016.

SUSAN WIGGINS
Mayor, City of Tehachapi

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: APRIL 18, 2016 AGENDA SECTION: CITY CLERK

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: ASHLEY WHITMORE, DEPUTY CITY CLERK

DATE: APRIL 11, 2016

SUBJECT: MEMORIAL DAY PARADE

APPLICANT AND ORGANIZATION

Seth Carroll, Tehachapi Valley Recreation & Park District

EVENT DESCRIPTION

TVRPD's Memorial Day Parade will be held on Monday, May 30, 2016 starting at 9 am and ending at 12 pm. This event is open to the public.

APPLICANT REQUESTS

- Closure of F Street from Pauley Street to Davis Street.
- Closure of Davis Street from F Street to E Street.
- Closure of E Street from Davis Street to Mojave Street.
- Closure of Mojave Street from E Street to D Street.

STAFF CONDITIONS

Administration: 1) Event applicant will be responsible for making sure city property is properly cleaned after the close of the event.

RECOMMENDATION

APPROVE TVRPD'S MEMORIAL DAY PARADE SPECIAL EVENT APPLICATION AND ASSOCIATED STREET CLOSURES, SUBJECT TO CITY CONDITIONS AND APPROVAL BY CITY ATTORNEY

(661) 822-2200
Fax: (661) 822-8559



TEHACHAPI

CALIFORNIA

Live Up.

RECEIVED

APR 07 2008

115 South Robinson Street
Tehachapi, CA 93561-1722
www.tehachapicityhall.com

CITY OF TEHACHAPI

SPECIAL USE/EVENT APPLICATION

Organization Tehachapi Valley Rec + Park District

Event Contact Seth Carroll Phone Number 661 822 3228 x1

Address 490 West D Street

City Tehachapi State CA Zip Code 93561

E-mail Address s.carroll@tvpd.org

Event Name Memorial Day Ceremony

Event Location Central Park

Event Date(s) May 30 Event Time(s) 9am - noon

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

closure of road from ^{along} ~~to~~ the ^{Parade} route (route is attached)

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

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

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

Will alcoholic beverages be served? Yes No

Will alcoholic beverages be sold? Yes No

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

Tom - 4/7/08
Others - 4/7/08

Event Name

Memorial Day Ceremony

Event Date(s)

May 30

Please Describe How The Following Will Be Accomplished:

Street Barricades Yes for street closure

Traffic Control _____

Crowd Control _____

Utility Services: Water, Sewer, Electric _____

Lights _____

Dust Control _____

Site Clean-up & Maintenance _____

Security _____

Site Facilities _____

Health Dept. _____

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

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

I understand that a call out to City employees for services will be at my expense and I will be charged a 3 hour minimum call out fee for the first call out of the day. The current fee is \$63.54 per hour (\$190.62 for the first call out of the day) and is subject to change.

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

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

Applicant Signature

W B Awredy

Date

5-30-14

Office Use Only

Insurance Certificate List Of Vendors Meeting

Deposit Plot Plan Date _____

Time _____

Notes _____

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

GENERAL REGULATIONS

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

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

FOOD AND ALCOHOL REGULATIONS

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

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

FEE AND DEPOSIT SCHEDULE

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

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

SECURITY PERSONNEL

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

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

LIABILITY INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

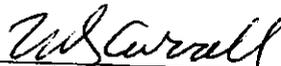
(6) That the coverage afforded by such policy to the additional named insureds shall not be prejudiced in any way by any failure of the principal insured to comply with any notice requirements of such policy; and

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

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

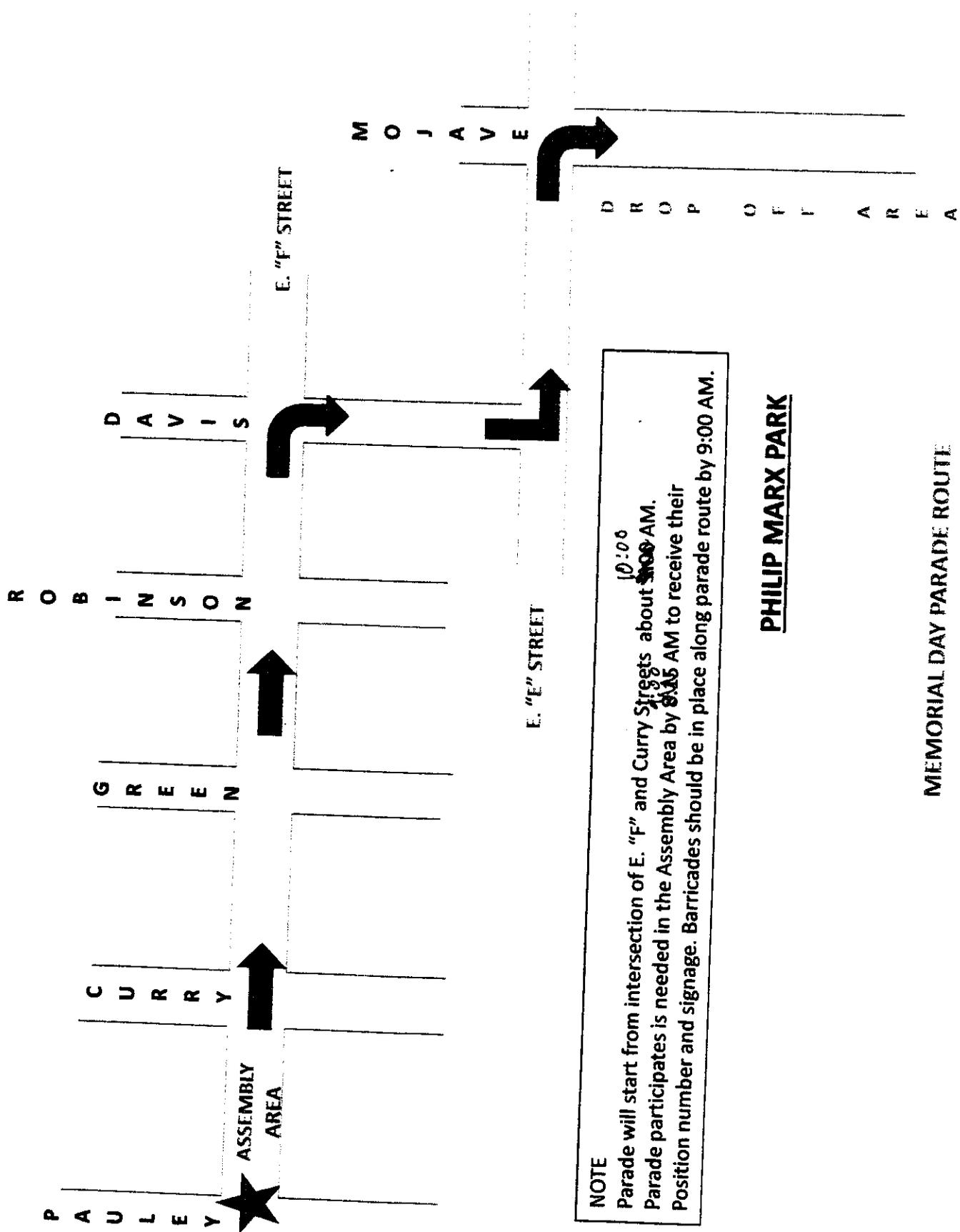
INDEMNIFICATION

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



Applicant Signature
5-30-14

Date



NOTE
 Parade will start from intersection of E. "F" and Curry Streets about ^{10:00}~~9:00~~ AM.
 Parade participants is needed in the Assembly Area by ^{8:45}~~8:15~~ AM to receive their
 Position number and signage. Barricades should be in place along parade route by 9:00 AM.

PHILIP MARX PARK

MEMORIAL DAY PARADE ROUTE

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 4/12/2016 - 3:43 PM



Vendor	Invoice No	Line Description	Check Amount
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B229696	Wtr/Curry Reservoir	15.00
	B229965	Swr/Influent-Effluent/Water Samples	325.00
	B230315	Wtr/Curry Reservoir	15.00
	B230316	Wtr/Wells: Mojave-Dennison-Pinon-Curry-Mint	75.00
	B230322	Wtr/Bacteriological/Fig-Hickory-Mulberry	36.00
	B230516	Swr/Influent-Effluent/Water Samples	325.00
	B230707	Wtr/Curry Reservoir	15.00
	B230799	Wtr/Bacteriological/Tanglewood-Oakwood-Bret	36.00
	B230835	Wtr/Curry Reservoir	15.00
	B231405	Wtr/Bacteriological/Alder-Hayes-Fair Oaks Dr	36.00
		Check Total:	893.00
		Vendor Total:	893.00
0041	Benz Propane Company Inc.		
Check No:	0	Check Date:	
	238380291	PW/1228101/800 Enterprise Way	102.56
	238380292	Wtr/1228102/750 Enterprise	93.50
	238380292-1	Land/1228102/750 Enterprise	11.68
	238380292-2	PW/1228102/750 Enterprise	11.69
	83023	Strts/Propane Bottle	101.82
		Check Total:	321.25
		Vendor Total:	321.25
0223	Kern County Auditors Office		
Check No:	0	Check Date:	
	4112016	Parking Citation Revenue/For Month of Feb 201	11.00
		Check Total:	11.00
		Vendor Total:	11.00
0275	Lubrication Engineers Inc.		
Check No:	0	Check Date:	
	IN301624	Swr/Engine Oil/Compressor-Turbine/Gear Lube	2,923.79
		Check Total:	2,923.79
		Vendor Total:	2,923.79
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	502130505	PW/Linen Maintenance	99.10
	502177378	PW/Linen Maintenance	104.52
	502177378	Swr/Lg Mop/Mats	49.40

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	253.02
		Vendor Total:	253.02
0304	Mojave Sanitation		
Check No:	0	Check Date:	
	2661094	Const/310163000/Large Truck Mar 1-28 2016	2,344.20
	2714732	Swr/965528800/800 Enterprise/Kern Cty Gate F	132.36
	2715142	Swr/965528800/800 Enterprise/Kern Cty Gate F	132.36
	2716736	Swr/975428801/800 Enterprise/Storage Contain	170.00
		Const/310163000/Large Truck Mar 29-31 2016	533.75
		Check Total:	3,312.67
		Vendor Total:	3,312.67
0322	Old Town Postal & Blueprint Service		
Check No:	0	Check Date:	
	3974-30	Freedom Plaza Visitor Center	43.54
		Check Total:	43.54
		Vendor Total:	43.54
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0292738	PW/Regular Unleaded Gas/Diesel Fuel	1,073.34
		Check Total:	1,073.34
		Vendor Total:	1,073.34
0426	Tehachapi-Cummings County Water L		
Check No:	0	Check Date:	
	452016	LLD/Warrior Park	10.24
	452016-1	LLD/Median	4.50
	452016-2	LLD/Landscaping	4.50
	452016-3	Wtr/TUSD	4.50
	452016-4	Wtr/Henway	4.50
	452016-5	Wtr/Chemtool	4.50
	452016-6	Wtr/Benz Sanitation	4.50
		Check Total:	37.24
		Vendor Total:	37.24
0441	Vulcan Materials Company Western D		
Check No:	0	Check Date:	
	71073024	Wtr/ Fine PG64-10/Environ Fee-Agg & Asphalt	386.73
	71079838	Wtr/ Fine PG64-10/Environ Fee-Agg & Asphalt	421.40
		Check Total:	808.13
		Vendor Total:	808.13
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	140016-0	GG/Cartridge/Highlighter/Clips/Binders/Post-its	162.22
	140937-0	GG/Folders/Envelopes/Tape Cartridge	52.16
	140938-0	GG/2" 4-Ring Binder	28.92
	140971-0	GG/Staples	3.19
	140993-0	GG/Paper	103.17

Vendor	Invoice No	Line Description	Check Amount
	141035-0	GG/Post-its	4.29
		Check Total:	353.95
		Vendor Total:	353.95
0478	Zee Medical Service		
Check No:	0	Check Date:	
	34-222840	PW/800 Enterprise Way/Box Alka Seltzer Plus C	21.18
		Check Total:	21.18
		Vendor Total:	21.18
0493	Kieffe & Sons Ford		
Check No:	0	Check Date:	
	21542	PD/2014 Ford Exp/TE-27/Oil Change-Maint Pkg	47.68
	22666	PD/2011 Ford Crown Vic/TE-22/Maintenance	64.04
		Check Total:	111.72
		Vendor Total:	111.72
0543	BSE Rents		
Check No:	0	Check Date:	
	85568	Air/Genie TZ34/20 34' Towable Elec	93.95
	85568-1	Strts/Genie TZ34/20 34' Towable Elec	93.96
		Check Total:	187.91
		Vendor Total:	187.91
0689	Pioneer True Value Home Center		
Check No:	0	Check Date:	
	67408	Land/28x1 5/8 Door Spring	30.09
		Check Total:	30.09
		Vendor Total:	30.09
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4762	GG/ 2 Color Window Envelopes	143.08
	4762-1	Ref/Past Due Water Billing	91.45
	4762-2	Ref/Past Due Water Billing	182.92
	4762-3	Ref/Past Due Water Billing	182.92
		Check Total:	600.37
		Vendor Total:	600.37
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	35896	GG/Black Shirt-City Logo	11.29
		Check Total:	11.29
		Vendor Total:	11.29
1329	Tehachapi Plumbing Company		
Check No:	0	Check Date:	
	55782	Eng/Annex Main Line-Ran Snake-Cleared Stop	330.00
		Check Total:	330.00

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	330.00
1505	Benz Construction Services		
Check No:	0	Check Date:	
	2715374	Swr/58021002/800 Enterprise Way/Roll Off Ren	202.57
		Check Total:	202.57
		Vendor Total:	202.57
1507	Berchtold Equipment Company		
Check No:	0	Check Date:	
	SJ31628	PW/Oil Chng/Hydraulic-Air-Fuel Filters/ Conne	1,030.69
		Check Total:	1,030.69
		Vendor Total:	1,030.69
1724	Banks Pest Control Inc.		
Check No:	0	Check Date:	
	484477	GG/Bi Monthly Svc/104 S Robinson/Mar 2016	79.00
		Check Total:	79.00
		Vendor Total:	79.00
1729	Alpha Landscape Maintenance		
Check No:	0	Check Date:	
	12593	Land/RR Park-Rainbird PGA Valve/Male Adapt/	81.07
	12594	Land/Cut Down Edges Along Walks/Seed & Org	2,310.00
	12609-A	GG/City Offices	50.00
	12609-B	GG/Market Place	25.00
	12609-C	GG/Union Pacific	85.00
	12609-D	Strts/Mill St-Changed Due To Grass	400.00
	12609-E	Strts/Capital Hills-South Island	270.00
	12609-F	Strts/South Curry	227.00
	12609-G	Strts/Street Trees	11.00
	12609-H	Strts/Dennison St	720.00
	12609-I	Land/Pioneer Park	553.00
	12609-J	GG/Downtown Planters	82.00
	12609-K	Land/Railroad Park	505.00
	12609-L	GG/Parking Lot & Wall	28.00
	12609-M	GG/Senior Center	105.00
	12609-N	Railroad Depot	128.00
	12609-O	GG/Tehachapi Blvd Phase 4	35.00
	12609-P	GG/Robinson St Parking Lot	25.00
	12609-Q	GG/Police Depot	35.00
	12609-R	Strts/Voyager Trees	10.00
	12609-S	GG/Centennial Plaza	40.00
	12609-T	LLD/Heritage Oaks	860.00
	12609-U	LLD/Clear View Estates	321.00
	12609-V	LLD/Autumn Hills	1,235.00
	12609-W	LLD/Alta Homes	7,790.00
	12609-X	LLD/Orchard Glen	3,632.00
	12609-Y	LLD/Mill Street Cottages	25.00
	12609-Z	LLD/Red Barn	95.00
		Check Total:	19,683.07
		Vendor Total:	19,683.07
1801	HD Supply Waterworks LTD		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	F236538	Wtr/Backflow Valve No Lead/Backflow Parts	343.29
	F257873	Wtr/2 Wilkins Pressure Backflow No Lead w/Ba	560.12
		Check Total:	903.41
		Vendor Total:	903.41
1822	Ed Grimes		
Check No:	0	Check Date:	
	482016	Council/Public Safety Policy Committee/Apr 8 2	14.26
		Check Total:	14.26
		Vendor Total:	14.26
1851	AT&T		
Check No:	0	Check Date:	
	0401412016	GG/White Pages/24813431106697	18.81
		Check Total:	18.81
		Vendor Total:	18.81
1947	Tehachapi Lawn and Garden Equipme		
Check No:	0	Check Date:	
	1824	PW/Trimmer Head-Fixed Lines	42.99
		Check Total:	42.99
		Vendor Total:	42.99
2147	Coffee Break Service Inc.		
Check No:	0	Check Date:	
	227549	GG/Coffee Service April 2016	140.00
		Check Total:	140.00
		Vendor Total:	140.00
2478	DataProse Inc.		
Check No:	0	Check Date:	
	DP1600896	Ref/Printing	106.70
	DP1600896-1	Wtr/Printing	213.41
	DP1600896-2	Swr/Printing	213.41
	DP1600896-3	Ref/Postage	223.99
	DP1600896-4	Wtr/Postage	448.00
	DP1600896-5	Swr/Postage	448.00
	DP1600896-6	GG/Spring Clean Up-Insert	364.43
		Check Total:	2,017.94
		Vendor Total:	2,017.94
2776	Consolidated Electrical Dist.		
Check No:	0	Check Date:	
	0351-102910	Strts/Street Lights/150W Univ MH Lamp/Returr	-450.53
	0351-524388	Strts/Street Lights/150 Watt MH Med Base	630.60
		Check Total:	180.07
		Vendor Total:	180.07
2810	Annette Henning		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	161052	PD/Best Buy-Seagate Backup Plus/Case 16-03-0	96.73
		Check Total:	96.73
		Vendor Total:	96.73
2963	AT&T		
Check No:	0	Check Date:	
	7891251	Air/DSL Fax/9391006711	54.57
	7891252	Swr/Telemetry System/9391006714	19.29
		Check Total:	73.86
		Vendor Total:	73.86
3064	E & W Theatres Inc.		
Check No:	0	Check Date:	
	80-5	On Screen Advertising-2 Slots/April-June 2016	450.00
		Check Total:	450.00
		Vendor Total:	450.00
3174	Tehachapi Auto Glass		
Check No:	0	Check Date:	
	C6277	PD/Remove & Replace 2 Regulators	122.69
	C6311	PD/Remove & Replace RT Rear Door Glass & \	190.57
		Check Total:	313.26
		Vendor Total:	313.26
3199	Slick Fish Marketing Co.		
Check No:	0	Check Date:	
	2278	GG/Econ Dev Ads/Ag & Industry/April Talk it u	218.33
	2278-1	FTB Order #312613192904136373/ 25% of \$21:	-54.58
	2279	GF/GranFondo Bike Blast Ad	53.33
	2279-1	FTB Order #312613192904136373/ 25% of \$53.	-13.33
		Check Total:	203.75
		Vendor Total:	203.75
3278	Hub Construction Specialties Inc.		
Check No:	0	Check Date:	
	B01015226	Land/Orange Safety Fence	322.50
		Check Total:	322.50
		Vendor Total:	322.50
3281	Statewide Traffic Safety & Signs Inc.		
Check No:	0	Check Date:	
	12002741	Strts/12x18 Custom Sign Green-White/36x26 Er	177.38
		Check Total:	177.38
		Vendor Total:	177.38
3295	A-C Electric Company		
Check No:	0	Check Date:	
	33611	Strts/Repaired Damaged Conduit for Push Butto	779.11

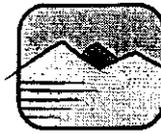
Vendor	Invoice No	Line Description	Check Amount
		Check Total:	779.11
		Vendor Total:	779.11
3561	Lisa Wise Consulting Inc.		
Check No:	0	Check Date:	
	2182	Eng/Oak Tree Village	3,760.00
	21822187	CD/Zone Code Amendments	775.50
		Check Total:	4,535.50
		Vendor Total:	4,535.50
3571	Division of the State Architect		
Check No:	0	Check Date:	
	4112016	DSA Fee-SB1186/1st Qtr 2016	16.20
		Check Total:	16.20
		Vendor Total:	16.20
3674	Secure On-Site Shredding		
Check No:	0	Check Date:	
	2714606	GG/300421002/Shredding	35.00
	2714607	Swr/300421004/Shredding	35.00
	2714608	PD/300421006/Shredding	35.00
		Check Total:	105.00
		Vendor Total:	105.00
3725	Powerstride Battery Co. Inc.		
Check No:	0	Check Date:	
	B86083	Swr/Battery	25.14
	B86083-1	Wtr/Battery	25.00
	B86083-2	PW/Battery	25.00
		Check Total:	75.14
		Vendor Total:	75.14
3730	Tractor Supply Credit Plan		
Check No:	0	Check Date:	
	015019	PW/Endurance Vehicle Side 7 Way	16.11
	022120	PW/CNL Electric Directo Valve	102.11
	022468	PW/2 1/2 in Muffler Clamp	3.21
	022935	PW/Muffler IH 4/Rain Cap	51.04
		Check Total:	172.47
		Vendor Total:	172.47
3782	SWRCB Accounting Office		
Check No:	0	Check Date:	
	LW-1005771	Wtr/2015-2016 Mid Year Billing/Jul-Dec 2015 F	2,146.40
		Check Total:	2,146.40
		Vendor Total:	2,146.40
3807	Diamond Technologies		
Check No:	0	Check Date:	
	16375	IT/Block Retainer Agreement	25,000.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	25,000.00
		Vendor Total:	25,000.00
3826	Discount Playground Supply		
Check No:	0	Check Date:	
	158742	LLD/Landscape-Fast Patch/Blue-Black DPS	150.45
		Check Total:	150.45
		Vendor Total:	150.45
3834	Charlotte L Ruse		
Check No:	0	Check Date:	
	3312016	GG/Notary-Notice of Completion/T Garrett	10.00
	3312016-1	Council/Notary-Mem Amend Comm Site Lease/	40.00
	3312016-2	PD/Notary-Code Red Passcode Request/M Murp	10.00
		Check Total:	60.00
		Vendor Total:	60.00
3839	Forensic Nurse Specialists		
Check No:	0	Check Date:	
	2155	PD/R Keeler-Toxicology Draw	175.00
	2171	PD/J Contreras-DUI Draw	175.00
		Check Total:	350.00
		Vendor Total:	350.00
3844	Franchise Tax Board		
Check No:	0	Check Date:	
	2278	Slick Fish Order #312613192904136373/25% of	54.58
	2279	Slick Fish Order #312613192904136373/25% of	13.30
		Check Total:	67.88
		Vendor Total:	67.88
3848	O'Reilly Automotive Inc		
Check No:	0	Check Date:	
	4447157684	Wtr/	15.03
	4447158124	Air/Battery	69.86
	4447158653	PW/Gal Stabilizer	37.61
	4447159785	PW/Oil Filter	30.64
	4447159947	Wtr/Disc Pad Set	87.26
		Check Total:	240.40
		Vendor Total:	240.40
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-14	PD/Preplacement Exam/Police Tech/S Mountjoy	178.00
		Check Total:	178.00
		Vendor Total:	178.00
3862	Cycle California! Magazine		
Check No:	0	Check Date:	
	11041	GF/1/3 Page Advertisement	654.00

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	654.00
		Vendor Total:	654.00
3938	Graybar		
Check No:	0	Check Date:	
	984242432	Air/Cooper Crouse Hinds Airport Lighting Elev	1,363.01
		Check Total:	1,363.01
		Vendor Total:	1,363.01
3943	Sintra Group		
Check No:	0	Check Date:	
	2016158	PD/Investigation-Transcripts	5,823.00
		Check Total:	5,823.00
		Vendor Total:	5,823.00
3944	T-Mobile USA Inc		
Check No:	0	Check Date:	
	9262981623	GPS Locate/Case #5054489890	100.00
		Check Total:	100.00
		Vendor Total:	100.00
3956	Universal Electronic Alarms Inc		
Check No:	0	Check Date:	
	TRN-CA25255	Beekay Theater 110 S Green-Qtrly Fire Alarm S:	81.00
		Check Total:	81.00
		Vendor Total:	81.00
3977	ARCOR INC		
Check No:	0	Check Date:	
	2659.2	ADA Compliance Plan	8,506.00
	2659.2-1	ADA Compliance Plan	8,506.00
	2659.3	ADA Compliance Plan	17,195.00
	2659.3-1	ADA Compliance Plan	17,195.00
		Check Total:	51,402.00
		Vendor Total:	51,402.00
3994	Dan R Yocum		
Check No:	0	Check Date:	
	452016	PW/50% Reimburse for Sidewalk Repair-709 Br	1,100.00
		Check Total:	1,100.00
		Vendor Total:	1,100.00
		Report Total:	131,673.34

Accounts Payable
Computer Check Register

User: afrescas
Printed: 03/31/2016 - 4:20PM
Batch: 10930.03.2016
Bank Account: AP



CITY OF
TEHACHAPI
CALIFORNIA

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44669	3820	Charles Arbaut	3/31/2016		
				3202016	312.00
				3202016-1	251.10
		Check 44669 Total:			563.10
44670	3991	Brown and Fowler Constructi-	3/31/2016		
				1	10,516.50
		Check 44670 Total:			10,516.50
44671	1097	Hannah H. Chung	3/31/2016		
				2696	448.86
		Check 44671 Total:			448.86
44672	3604	Ryan Montgomery	3/31/2016		
				392016	97.00
				392016-1	239.22
		Check 44672 Total:			336.22
44673	3508	John H. Schlosser	3/31/2016		
				392016	821.20
				392016-1	10.00
				392016-2	51.00
		Check 44673 Total:			882.20
		Report Total:			12,746.88

Accounts Payable
Computer Check Register



User: afrescas
Printed: 03/31/2016 - 4:51PM
Batch: 10929.03.2016
Bank Account: AP

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44674	3992	Mary E Vandenberg	3/31/2016	362016	16,000.00
Check 44674 Total:					16,000.00
Report Total:					16,000.00

Accounts Payable
Computer Check Register

User: afrescas
Printed: 04/12/2016 - 4:45PM
Batch: 10907.04.2016
Bank Account: AP



Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44738	3659	ACCAPS Attn: Ron Ramsey	4/12/2016	452016	1,500.00
Check 44738 Total:					1,500.00
44739	2963	AT&T	4/12/2016	7777465 7777834	416.76 17.71
Check 44739 Total:					434.47
44740	3855	Central Valley Occupational N	4/12/2016	5717-13	928.00
Check 44740 Total:					928.00
44741	3278	Hub Construction Specialties	4/12/2016	B01010476	16.13
Check 44741 Total:					16.13
44742	3979	Labor Consultants of Califom	4/12/2016	1242	850.00
Check 44742 Total:					850.00
44743	3969	Michael K Nunley & Assoc Ir	4/12/2016	1700 1701 1702 1942 1943	1,650.00 2,557.50 3,010.00 1,131.25 2,177.50
Check 44743 Total:					10,526.25
44744	3865	Aaron Price	4/12/2016	3152016	176.00
Check 44744 Total:					176.00
44745	0350	Ranch Service & Supply	4/12/2016	168	2,085.32
Check 44745 Total:					2,085.32
44746	3000	Sail Thru Car Wash-Attn: Bill	4/12/2016	3312016 3312016-1 3312016-2	25.00 10.00 5.00
Check 44746 Total:					40.00

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
44747	0476	WITTS Everything for the Of	4/12/2016		
				140410-0	34.39
				140021-0	28.92
					<hr/>
				Check 44747 Total:	63.31
					<hr/>
				Report Total:	16,619.48
					<hr/>
					<hr/>

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

MONTH END BANK STATEMENT BALANCE

	<u>10/31/2015</u>	<u>11/30/2015</u>	<u>12/31/2015</u>	<u>1/31/2016</u>	<u>2/29/2016</u>	<u>3/31/2016</u>
<u>BANK ACCOUNTS</u>						
General Checking	533,950.92	504,930.60	642,489.61	268,335.74	307,824.03	238,902.97
Water Deposit Trust	114,280.00	110,840.00	110,840.00	113,210.00	110,160.00	114,450.00
AD 83-1/87-1, Tucker	87,635.93	0.00	0.00	0.00	0.00	0.00
AD 89-3	828.82	0.00	0.00	0.00	0.00	0.00
Payroll	95,329.56	94,978.17	94,679.62	94,189.80	93,793.44	93,459.54
AFLAC Flex Spending	16,624.61	14,394.12	14,619.38	14,907.33	15,679.09	15,775.51
Airport key Deposit/Cr Card Purch	138,059.48	149,296.15	158,624.77	164,294.36	177,240.31	189,235.05
Ashtown Water Escrow	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09	107,978.09
LAIF	7,755,980.20	6,255,980.20	5,955,980.20	7,565,297.41	7,565,297.41	7,565,297.41
Total Funds in Banks	8,850,667.61	7,238,397.33	7,085,211.67	8,328,212.73	8,377,972.37	8,325,098.57

INVESTMENTS

CSJVRMA Investment Pool	2,071,972.00	2,066,520.00	2,064,201.00	2,084,178.00	2,088,443.00	2,093,985.00
Loaned to Wtr/Swr to pay-off COP2000	145,889.41	0.00	0.00	0.00	0.00	0.00
Total Investments	2,217,861.41	2,066,520.00	2,064,201.00	2,084,178.00	2,088,443.00	2,093,985.00

TOTAL PORTFOLIO

	11,068,529.02	9,304,917.33	9,149,412.67	10,412,390.73	10,466,415.37	10,419,083.57
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RDA SUCCESSOR AGENCY FUNDS

RDA 2007	333,060.99	734,320.99	362,780.16	362,783.66	362,786.76	362,789.66
RDA 2005	292,456.25	681,397.50	322,176.25	322,179.34	322,182.09	322,184.66
Successor Agency RDA	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05	3,143,650.05
Total RDA Successor Agency Funds	3,769,167.29	4,559,368.54	3,828,606.46	3,828,613.05	3,828,618.90	3,828,624.37

COUNCIL REPORTS

MEETING DATE: APRIL 18, 2016 AGENDA SECTION: FINANCE DIRECTOR

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: HANNAH CHUNG, FINANCE DIRECTOR

DATE: APRIL 12, 2016

SUBJECT: FUND BALANCE POLICY FOR GOVERNMENTAL FUNDS

BACKGROUND

In February 2009, the Governmental Accounting Standards Board issued its Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*. The objective of this statement is to improve financial reporting and to help with understanding the fund balance by presenting the fund balance in five new components. The five new components are: Non-spendable Fund Balance, Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance and Unassigned Fund Balance.

In order to comply with GASB 54 requirements, the City adopted a Fund Balance Policy ("Policy") on June 20, 2011 which requires council to approve the Committed Fund on an annual basis by adopting a resolution. Since then, **two** amendments were made to the original resolution 28-11. The Committed Fund Balance is dedicated for the purpose of emergency contingency and is calculated as follows:

"The General Fund Emergency Contingency Fund is calculated using the prior fiscal year General Fund total expenditure. From the total expenditure, subtract the following expenses:

1. total capital project costs,
2. total operating transfer out, and
3. expenses reimbursed by grants

Then the difference is divided by 12 months and then multiplied by 2 months."

The resolution is the City Council's formal commitment of an amount of fund balance to be set aside specifically for emergency contingencies defined as a state or federal state of emergency or declaration of a local emergency. The amount is set at **\$963,561** for fiscal year **2015-16**. It

should be noted that this amount and/or commitment may be changed with the adoption of a new resolution by the council.

FISCAL IMPACT

None.

RECOMMENDATION

Adopt a Resolution establishing the Committed Fund Balance at \$963,561 for the fiscal year 2015-16.

ADMINISTRATIVE POLICY

Policy: Fund Balance Policy for the Governmental Funds

- Adopted by Council: June 20, 2011, Resolution No. 28-11
- Amended by Council: February 3, 2014, Resolution No. 04-14
- Amended by Council: April 20, 2015 Resolution No. 21-15

Responsible Department: Finance

POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund (Committed, Assigned and Unassigned funds) balance in the financial statements of governmental funds. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Finance Director to prepare financial reports which accurately categorize fund balance as per Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

PROCEDURES

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

Nonspendable fund balance (inherently nonspendable): A portion of a fund balance that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. i.e., Inventories, Prepaid expenditures, Advances to other funds, Loans receivable

Restricted fund balance (externally enforceable limitations on use): A portion of a fund balance that reflects constraints placed on the use of resources (other than nonspendable items) that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. i.e., Mitigation fees, Grants for specific purpose, Taxes dedicated to a specific purpose, and Revenues restricted by enabling legislation.

Committed fund balance (self-imposed limitations on use): A portion of a fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision making authority, and remain binding unless removed in the same manner. i.e., Fund set aside for specific purpose by resolution.

Assigned fund balance (limitation resulting from intended use): A portion of a fund balance that includes amounts that are constrained by the government's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent needs to be established at either the highest level of decision making, or by an official designated for that purpose.

Unassigned fund balance (residual net resources): A portion of a fund balance that includes amounts that do not fall into one of the above four categories. The General Fund is the only fund that should report this category of fund balance.

The first two components listed above are not addressed in this policy due to the nature of their restrictions. This policy is focused on financial reporting of unrestricted fund balance or the last three components listed above. These three components are further defined below.

Committed Fund Balance

As described above, the Committed Fund Balance is approved by either an ordinance or resolution. The General Fund Emergency Contingency Fund is to be committed by adoption of a resolution by the City Council.

The General Fund Emergency Contingency Fund is calculated using the prior fiscal year General Fund total expenditure. From the total expenditure, subtract the following expenses:

1. total capital project costs,
2. total operating transfer out, and
3. expenses reimbursed by grants

Then the difference is divided by 12 months and then multiplied by 2 months. This calculation is based on the recommendation of the Government Finance Officers Association (GFOA)."

Assigned Fund Balance

Amounts that are constrained by the City's *intent* to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the Finance Director for the purpose of reporting these amounts in the annual financial statements. A few examples of assigned fund balance follow.

- Continuing Appropriations
Fund balance levels must be sufficient to meet funding requirements for projects approved in prior years and which must be carried forward into the new fiscal year.
- Debt Service
Established to provide for future debt service obligations.
- Budget Balancing Measures
Funds set aside for the purpose of stabilizing the delivery of City services during periods of operational budget deficits and to mitigate the effects of major economic uncertainties resulting from unforeseen changes in revenues and/or expenditures.

Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories.

Fund Balance Classification

When an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers committed amounts to be reduced first, followed by assigned amounts and then unassigned amounts.

This policy is in place to provide a measure of protection for the City against unforeseen circumstances and to comply with GASB Statement No. 54. No other policy or procedure supersedes the authority and provisions of this policy.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI APPROVING THE CITY OF TEHACHAPI'S
EMERGENCY CONTINGENCY COMMITMENT OF FUND
BALANCE FOR THE GENERAL FUND AND REPEALING
RESOLUTION NO. 21-15**

WHEREAS, the Governmental Accounting Standards Board (GASB) has issued its Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions with the intent of improving financial reporting by providing fund balance categories that will be more easily understood; and

WHEREAS, the City Council of the City of Tehachapi has considered "Fund Balance Policy for the Governmental Fund" ("Policy") which outlines the policy and procedures enacted to accurately categorize and report fund balance in governmental funds; and

WHEREAS, the "Policy" provides that the City Council may commit General Fund balance for specific purposes by taking formal action and these committed amounts cannot be used for any other purpose unless the City Council removes or changes the specific use through the same formal action taken to establish the commitment; and

WHEREAS, the Finance Director has recommended to the City Council that the General Fund Emergency Contingency Commitment of General Fund balance be established at \$963,561 for Fiscal Year 2015-16; and

WHEREAS, the City Council has determined that the General Fund Emergency Contingency Commitment of General Fund balance should be approved at \$963,561 for Fiscal Year 2015-16 as recommended by the Finance Director.

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

SECTION 1. The City Council hereby establishes and approves the General Fund Emergency Contingency Commitment of General Fund balance of \$963,561 for Fiscal Year 2015-16.

SECTION 2. The City Council has determined that the specific purposes for which the General Fund Emergency Contingency Commitment Fund may be used are the declaration of a state or federal state of emergency or a local emergency and these uses may only be changed by approval of a subsequent resolution.

SECTION 3. The City Council hereby confirms that in any fiscal year in which recurring sources exceed recurring uses in the General Fund, the amount of the General

Fund Emergency Contingency Commitment of General Fund balance will be estimated to be an amount equal to two (2) months of regular General Fund operating uses.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi at a Special Meeting this 20th day of April, 2015 by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

SUSAN WIGGINS, Mayor of the
City of Tehachapi, California

ATTEST:

TORI MARSH
City Clerk of the City of Tehachapi

I hereby certify that the foregoing resolution was duly and regularly adopted by the City Council of the City of Tehachapi at a Regular Meeting thereof held on April 18, 2016.

TORI MARSH
City Clerk of the City of Tehachapi



COUNCIL REPORTS

APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

MEETING DATE: APRIL 18, 2016 **AGENDA SECTION:** ECONOMIC DEVELOPMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: MICHELLE VANCE, ECONOMIC DEVELOPMENT COORDINATOR

DATE: APRIL 12, 2016

SUBJECT: CALIFORNIA OFF HIGHWAY VEHICLE GRANT

BACKGROUND

In April of 2013, the Council approved a master plan to create an Event Center and Rodeo Grounds which would bring recreational opportunities to the area. One of the projects proposed is a 13 acre Off Highway Vehicle (OHV) area for motorcycles.

The mountain community of Tehachapi, with a population of over 35,000 residents, is surrounded by thousands of acres of private property. The closest legal riding area is over 35 miles away in California City and for many months in the summer, this area, and others in the desert to the east, are rarely used because of extreme temperatures.

In the fall of 2013 the City of Tehachapi began to reach out to local OHV enthusiasts to understand the need for a local motocross facility. The response was overwhelmingly positive. The City held an informational meeting in February 2014 to identify necessary amenities to be located at the facility. During that meeting we enlisted volunteers to advise the City on the development of a quality family friendly motocross track facility that will include a main track and a pee-wee track. The OHV riding area at the Tehachapi Event Center is a cooperative effort between the City of Tehachapi and local motocross enthusiasts. In 2014 the City was successful in receiving a \$972,500 grant to build the 13-acre motocross facility.

At this time, we would like to apply for a State of California Off Highway Vehicle development grant to fund the second planned phase of the project. As described in the approved environmental document from 2014, "the Event Center's impact on domestic water supply will not be significant... however, the City is also evaluating the construction of a 'side stream treatment disinfection' process that would treat the effluent onsite to a higher level such that the time of use restriction for dust control, soil compaction and spray irrigation would no longer apply." At this time, the phase two project described in the environmental document is estimated to cost \$211,180 of which the City of Tehachapi will match \$57,580.

When constructed, undisinfected secondary effluent from the WWTP will enter the site and split into two flows. One flow will proceed with the undisinfected effluent to an irrigation storage tank and booster pump for use as landscape irrigation water around the site. Landscaping will be adjacent to a meandering path used by the public. The other flow will proceed to the disinfection station for use as dust control on the motocross track.

FISCAL IMPACT

Our initial estimate of this work is \$211,180, which includes design, construction, and construction administration. The proposed resolution commits the City to support this project including the associated matching funds totaling \$57,580, of which approximately \$20,000 is expected to be in-kind contributions of staff time and materials, and the remainder will be funded with a combination of park and sewer funds. This cost and the associated funding breakdown are estimates only and are subject to change based upon design, regulatory, or grant requirements. Should the City be fortunate to receive a grant award, the project will be brought back to the Council upon completion of the design with a more detailed budget for construction

RECOMMENDATION

ADOPT RESOLUTION APPROVING THE CITY OF TEHACHAPI TO APPLY FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS & RECREATION OFF HIGHWAY VEHICLE GRANT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEHACHAPI APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds; and

WHEREAS, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEHACHAPI AS FOLLOWS:

1. The City Council hereby approves the filing of an Application for an Off-Highway Vehicle Grant of Cooperative Agreement.

2. The City Council certifies that the City of Tehachapi understands its legal obligations to the State upon approval of the Grant.

3. The City Council certifies that the City of Tehachapi understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards.

4. The City Council certifies that the Project will be well-maintained during its useful life.

5. The City Council certifies that the City of Tehachapi will implement the Project with diligence once funds are available and that the City has reviewed, understands, and agrees with the Project Agreement.

6. The City Council certifies that the City of Tehachapi will provide the required matching funds.

7. The City Council certifies that the public and adjacent property owners have been notified of this Project (as applicable).

8. The City Council designates the City Manager as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the Project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Tehachapi
at a regular meeting this April 18, 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 April 18, 2016.

TORI MARSH
City Clerk of the City of Tehachapi, California



APPROVED
DEPARTMENT HEAD: <u>JS</u>
CITY MANAGER: _____

[Handwritten signature]

COUNCIL REPORTS

MEETING DATE: APRIL 18, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 13, 2016

SUBJECT: TEHACHAPI BOULEVARD IMPROVEMENTS PHASE III – NOTICE OF COMPLETION

BACKGROUND

As the Council will recall, the City of Tehachapi entered into a contract with Cal Prime Incorporated for the construction of the Tehachapi Boulevard Improvements Project Phase III. Following a walk-through by City Staff, it has been determined that all contract items have been completed. At this time, a Notice of Completion must be filed in order to close the contract.

RECOMMENDATION

APPROVE THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III AND DIRECT STAFF TO RECORD SAME.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee \$ None

NOTICE OF COMPLETION

This is to certify that the Contract entered into on the 21st day of July 2015, by and between the City of Tehachapi, the Owner, and Cal Prime, Inc., the Contractor, for all work necessary to complete the Tehachapi Boulevard Improvements Project Phase III, has been completed in accordance with the requirements of the plans and specifications and contract documents, and I hereby acknowledge the full completion and acceptance on the 12th day of April 2016, on behalf of the Owner.

By _____
Greg Garrett, City Manager

Greg Garrett, being duly sworn, says: That he is the City Manager and Authorized Agent of the City of Tehachapi, the City that executed the foregoing Notice as the Owner of the Property herein described; that he makes this verification on behalf of the City; and that he has read said Notice and knows the contents thereof, and that the facts there instated are true.

State of California
County of Kern

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

Subscribed and sworn to (or affirmed)
before me on this _____ day of
_____, 2015, by

(1) _____,
proved to me on the basis of satisfactory
evidence to be the person who
appeared before me.

Signature _____

Place Notary Seal Above



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: APRIL 18, 2016 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: AARON PRICE, CODE ENFORCEMENT OFFICER

DATE: APRIL 18, 2016

SUBJECT: CONTRACTED LEGAL SERVICES WITH SILVER AND WRIGHT LLP

BACKGROUND

As Council is aware, the property located at 202 Bartlett Court was declared substandard and condemned on October 15, 2012 due to numerous violations of the Uniform Housing Code. On July 20, 2015, staff provided Council a presentation detailing the lengthy history of code enforcement issues with this property which the owners have failed to remedy. Council was provided several options to address this ongoing problem and ultimately directed staff to begin the receivership process for this property.

This process will require the use of a contracted attorney to have the court appoint a receiver for the property. Silver and Wright LLP is a law firm that specializes in working with municipalities on code enforcement matters such as these. After discussions, staff requested Silver and Wright LLP provide a standard agreement for their legal services. The agreement between the City of Tehachapi and Silver and Wright LLP, will encompass the pending receivership on Bartlett Court and future legal services which will be provided on a case by case basis at the request of the City.

RECOMMENDATION

Staff recommends Council approve the agreement between the City of Tehachapi and Silver and Wright LLP and authorize the Mayor to sign subject to approval by the City Attorney.

AGREEMENT FOR CODE ENFORCEMENT LEGAL SERVICES

CITY OF TEHACHAPI

1. PARTIES AND DATE

1.1. This agreement ("Agreement") is entered into on _____, 2016, by and between the City of Tehachapi ("City"), a California municipal corporation, and Silver & Wright LLP ("Consultant"), a California limited liability partnership engaged in the practice of law in the State of California. The City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS

2.1. The City wishes to engage the services of Consultant to provide legal services for code enforcement-related matters as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

3. TERMS

3.1. Scope of Services. Consultant shall provide legal services, advice and representation to City in a receivership action concerning the property known as 202 Bartlett, as well as such other services as the City may request from time to time.

3.2. Compensation. For all legal services provided in this Agreement, the City will pay Consultant at the blended rate of \$197 per hour for attorney representation and \$120 per hour for paralegals and clerks, which rates shall increase annually by 3% to offset rising legal costs, beginning January 1, 2017.

3.3. Cost Reimbursement. The City shall reimburse Consultant for all costs and expenses incurred by Consultant in providing legal services under this Agreement, including court filing fees, process server fees, courier and messenger fees, postage expenses, property title research costs, litigation guarantee costs, legal research costs, printing and document reproduction at \$0.16 for black and white and \$0.60 for color, travel costs, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation.

3.4. Billing. Consultant shall submit monthly invoices to the City for the legal services provided under this Agreement. The City shall pay Consultant in full for all legal services rendered and costs incurred as provided for in this Agreement within thirty days of the date of the invoice upon approval of the City Council. If attorneys' fees or costs incurred for a particular matter are minimal, at Consultant's discretion the invoice for that matter may be held and combined with the invoice for the following month.

3.5. Performance of Services. The services of Consultant shall be performed expeditiously in light of the purposes of this Agreement. Consultant shall follow all procedures

as established by the City consistent with its duties. Consultant shall work cooperatively with staff and keep them informed on all matters of importance as they arise. Consultant shall keep the City Attorney informed on the services performed and include the City Attorney in all emails.

3.6. Independent Contractor. Consultant shall perform all legal services required under this Agreement as an independent contractor of the City and shall remain a wholly independent contractor of the City with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents or employees, render the legal services required under this Agreement or its internal employment or compensation decisions, except as otherwise set forth herein.

3.7. Responsibilities of Parties. Consultant will fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance. Consultant will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Consultant to perform their obligations under this Agreement.

3.8. Insurance. Consultant shall carry errors and omissions insurance as required by law of not less than \$1,000,000 per year in the aggregate. Consultant shall furnish to the City proof of insurance required by this Agreement upon request, and shall notify the City of any changes to the insurance.

3.9. Term of Agreement. The term of this Agreement shall commence on the Effective Date set forth in this Agreement and shall continue in full force and effect until terminated as provided herein.

3.10. Termination. This Agreement may be terminated at any time upon thirty days written notice, from the date of receipt, from either Party, with or without cause. In the event of such termination, the City shall pay Consultant all outstanding fees and costs in accordance with this Agreement for all services provided and costs incurred through the date of termination at the rate provided in this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Consultant to withdraw as attorneys of record in any legal action then pending. Consultant shall make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

3.11. Transfers. The experience, knowledge, capability, and reputation of the attorneys at Consultant were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not transfer its responsibility to provide the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest, right, duty, or obligation herein, may be transferred, assigned, delegated, conveyed, hypothecated, or encumbered without the prior written approval of the City.

3.12. Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of California.

3.13. Legal Notices. Notices relating to this Agreement must be in writing and sent to the physical addresses set forth below. A party may change its address for notices by giving notice as required by this provision. Written notice will be considered effective: (a) the day it is personally delivered or actually received; (b) five business days after deposit with the United States Post Office as certified first-class mail with return receipt requested and postage prepaid; or (c) one business day after deposit with a reputable overnight delivery service for next business day delivery.

City:

City of Tehachapi
Attn: City Manager
115 South Robinson Street
Tehachapi, California 93561

Consultant:

Silver & Wright LLP
Attn: Matthew Silver
7 Corporate Park, Suite 120
Irvine, California 92606

3.14. Modification. This Agreement can only be changed, modified, amended, supplemented, or rescinded in a separate writing signed by all Parties.

3.15. Waivers. A waiver of any provision of this Agreement must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Agreement is not a waiver of the right to future enforcement of that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation.

3.16. Severability. If any of the provisions of this Agreement are found to be unenforceable, those provisions shall be reformed to prevent the unenforceable result in a manner that best preserves the original intent of the provision to the fullest extent possible, and all other provisions of this Agreement shall remain in full force and effect.

3.17. Integration. This Agreement constitutes the final, complete, and exclusive expression of all the terms and provisions of the agreement between the Parties. This Agreement supersedes any previous agreements or negotiations between the parties, whether oral or written.

3.18. Effective Date. The effective date of this Agreement will be the date when it is executed by the last of the parties to do so.

IN WITNESS WHEREOF, City and Consultant have executed this Contract on the days and year set forth below:

CITY OF TEHACHAPI,
A Municipal Corporation

Dated: _____, 2016

Susan Wiggins
Mayor

Attest:

By: _____
Tori Marsh
City Clerk

Approved as to Form:

By: _____
Tom Schroeter
City Attorney

Consultant
SILVER & WRIGHT LLP

Dated: _____, 2016

By: _____
Matthew R. Silver
Partner
Tax ID No.: 46-2127592



APPROVED

DEPARTMENT HEAD: _____

CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: APRIL 18, 2015 **AGENDA SECTION:** ASSISTANT CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: CHRIS KIRK, ASSISTANT CITY MANAGER

DATE: April 14, 2016

SUBJECT: PYRO SPECTACULARS AGREEMENT

BACKGROUND

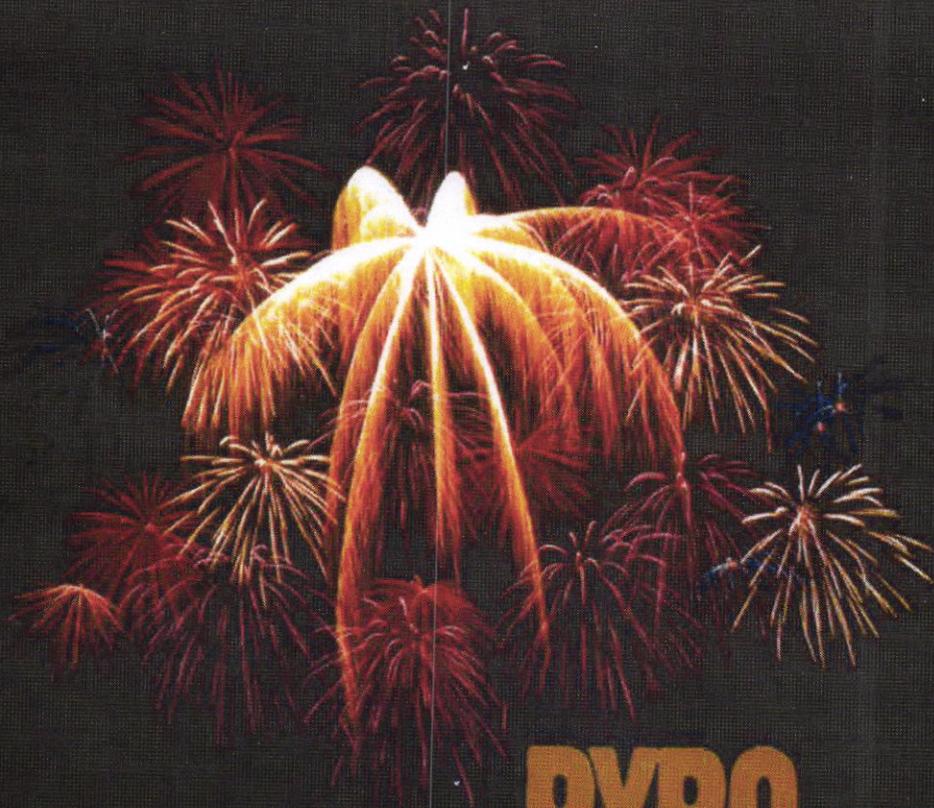
As the Council may recall, Pyro Spectaculars, Inc. has provided the fireworks display for the July 4th Hotdog Festival in previous years. This year, Staff has worked with Pyro Spectaculars again to initiate a fireworks display at 9:00 p.m. at the Airport on July 4, 2016.

FISCAL IMPACT

The cost of the fireworks display is \$20,600.00 which includes the full service production, liability insurance and necessary permits. This is a budgeted expense.

RECOMMENDATION

APPROVE THE AGREEMENT BETWEEN THE CITY OF TEHACHAPI AND PYRO SPECTACULARS, INC. SUBJECT TO APPROVAL OF THE CITY ATTORNEY



PYRO
SPECTACULARS
by Souza

Pyrotechnic Proposal for

City of Tehachapi

July 04, 2016

PYRO
SPECTACULARS
by Souza

April 4, 2016

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

Dear Mr. Kirk,

Pyro Spectaculars, Inc. is happy to provide our pyrotechnic proposal for your July 04, 2016 event. The following proposal outlines your custom designed Program "A" for the amount of \$20,600.00. The various fireworks elements provided are prepared to shoot from Tehachapi Municipal Airport Rodeo Grounds for 20 minutes.

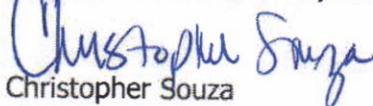
Our full service program includes the services of a licensed pyrotechnic operator, specialized crew, an electronic firing system, and safety equipment used for support and protection. The price also includes insurance coverage, sales tax and delivery. To help ensure public safety, we work directly with the local fire authority while we apply for all the necessary fire department and other fireworks related permits. Our winning combination of products, people and production capabilities help produce the safest fireworks entertainment package possible.

Your organization will be responsible for payment of all Fire Department permit fees and/or standby firemen fees, if any. The Fire Department may bill you directly for any additional standby fees for inspections. Your organization will also be responsible for providing the display location and all necessary security for the display site.

Enclosed you will find a Product Synopsis, Production Agreement for signature and Scope of Work. Please have one copy of this fully executed agreement returned to our office by May 02, 2016 along with your deposit and applicable fire department fees.

Please take the time to review this proposal in detail. If you wish to discuss any changes in your program or need more information, please call either myself or your Customer Service Representative Melonee Mares at (909) 355-8120 ext. 228.

Sincerely,
PYRO SPECTACULARS, INC.


Christopher Souza
PYRO Show Producer

CS/je

Enclosures

Pyro Spectaculars, Inc.

P.O. Box 2329 • Rialto, CA 92377 • Phone: (909) 355-8120 or (888) 477-PYRO • Fax: (909) 355-9813

www.pyrospec.com



Proposal Outline

Product Synopsis

The World of Pyro Spectaculars, Inc. at your Service

Commitment from the President

Production Agreement and Scope of Work



Product Synopsis • Pyrotechnic Proposal

City of Tehachapi

PROGRAM A – July 04, 2016

\$20,600.00

Main Body - Aerial Shells

<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Selections	100
◆ 4" Souza Designer Selections	120
◆ 5" Souza Designer Selections	72
◆ 6" Souza Designer Selections	36

Total of Main Body - Aerial Shells 328

Pyrotechnic Devices

<u>Description</u>	<u>Quantity</u>
◆ Souza Ruby Line Custom Multishot Device	120 Shots

Total of Pyrotechnic Devices 120

Grand Finale

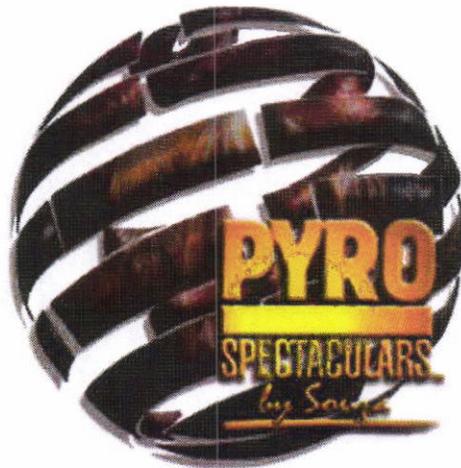
<u>Description</u>	<u>Quantity</u>
◆ 3" Souza Designer Bombardment Shells	75
◆ 4" Souza Designer Bombardment Shells	60

Total of Grand Finale 135

Grand Total 583



The World of Pyro Spectaculars at your Service!



Explosive Entertainment For all types of events

Full Service Productions

Creative Show Design
Music and Theme Selection
Permit Applications
Insurance and Licensing
Set up and delivery

Value Added Services

**In-House
Digital Recording Studio**
State of the Art Equipment
24 hour Support Staff
**Pyro University Safety and Training
Courses**
Fire Department Liaison

Products & Effects

Sky Concerts™
SOUSA™ Fireworks Brand
Indoor Stage /Close Proximity Pyro
Custom Logos
Propane Effects
Cryogenics
Confetti and Streamers

Consultation Services

Pyro-Program Development
Display Site Surveys
Innovative Product Development
Safety Analysis

Our Commitment

FROM THE DESK OF

James Souza

PRESIDENT AND CEO

At the heart of every Pyro Spectaculars, Inc. show there is a five generation heritage of the Souza Family. We have been committed to the highest standards of safety, showmanship, and satisfaction for each of our customers.

Your audience expects the best from you... and I am pleased to offer my personal commitment to ensure that they will be thrilled with your fireworks show... and that you will never have to "worry" about any aspect of our business, professional, pyrotechnic, or performance relationship.

Along with the finest fireworks team in the industry, I pledge to you my personal support. Pyro Spectaculars is local, safe, cost-effective, creative, resourceful... the right choice for your fireworks show.

I am personally committed to ensuring that our local experience of excellence for over one hundred years will give you the finest show possible at any price. You deserve the "Pyro Spec Experience!"

Thank you. We look forward to serving you... with Pride!

James R. Souza

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____ day of _____, 2016, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Tehachapi**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.
 - 1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.
 - 1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.
2. **Time and Place** - The Production shall take place on July 04, 2016, at approximately 9:00PM, at Tehachapi Municipal Airport Rodeo Grounds, Tehachapi, CA, Site.
3. **Fees, Interest, and Expenses** -
 - 3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$20,600.00~~ USD (~~TWENTY THOUSAND SIX HUNDRED DOLLARS~~) ("Fee") for the Production. CLIENT shall pay to PYRO ~~\$10,300.00~~ USD (~~TEN THOUSAND THREE HUNDRED DOLLARS~~) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$ 70.00, for a total of \$10,370.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than May 02, 2016. The balance of the Fee shall be paid no later than July 05, 2016. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.
 - 3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.
 - 3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.
4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.
5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.
6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.
7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **KERN COUNTY FIRE DEPARTMENT** FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - City of Tehachapi, 115 S. Robinson Street, Tehachapi, CA 93561.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :: Fax: 909-355-9813

City of Tehachapi
Program A
July 04, 2016
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18. **Modification of Terms** -- All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

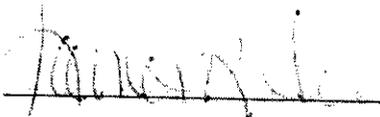
19. **Severability** - If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** -- If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through May 02, 2016
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By:  _____

Its: President

CITY OF TEHACHAPI

By: _____

Its: _____

Print Name

SHOW PRODUCER: CHRISTOPHER SOUZA

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
CITY OF TEHACHAPI ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on July 04, 2016, at approximately 9:00PM at Tehachapi Municipal Airport; Tehachapi, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.