

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, May 2, 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.

**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, May 2, 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 Tehachapi Police Explorers
3. Proclamation supporting affiliation between Tehachapi Valley Healthcare District and Adventist Health – **APPROVE A PROCLAMATION SUPPORTING THE AFFILIATION BETWEEN TEHACHAPI VALLEY HEALTHCARE DISTRICT AND ADVENTIST HEALTH AND PRESENT SAME**

CITY CLERK REPORTS

Tehachapi City Council Unassigned Res. No. 11-16
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

- *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 April 18, 2016 – **APPROVE AND FILE**

FINANCE DIRECTOR REPORTS

- *6. Disbursements, bills, and claims for April 13, 2016 through April 26, 2016 – **AUTHORIZE PAYMENTS**

DEVELOPMENT SERVICES MANAGER REPORTS

7. Freedom Plaza Visitor's Center-Storefront – **AWARD THE FREEDOM PLAZA VISITOR'S CENTER-STOREFRONT TO ALL AMERICAN GLASS COMPANY IN THE AMOUNT OF \$28,856.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$1,1442.80)**
8. Freedom Plaza Visitor's Center-Roofing – **AWARD THE FREEDOM PLAZA VISITOR'S CENTER-ROOFING TO BSW ROOFING & SOLAR IN THE AMOUNT OF \$15,800.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$790.00)**
9. Valley Boulevard Bikeway Facilities Project Phase II – **AWARD THE VALLEY BOULEVARD BIKEWAY FACILITIES PROJECT PHASE II TO CAL PRIME, INC. IN THE AMOUNT OF \$914,165.35 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$45,708.27)**
10. Snyder Well Intertie Project – **AUTHORIZE STAFF TO RESOLVE THE CROSS CONNECTION CONFLICT CHANGE ORDER REQUEST AND PURSUE THE INSTALLATION OF THE CUSTOMER SERVICE PROTECTION MEASURES AND INCREASE THE 5% CHANGE ORDER CAP PREVIOUSLY AUTHORIZED BY \$12,000 (TOTAL: \$28,300)**

**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, May 2, 2016- 6:00 P.M. - PG. 3

11. Tract 4927 – Mulberry Estates, temporary removal of restriction against the issuance of Certificate of Occupancy – **ALLOW A ONE-TIME EXCEPTION TO THE PROHIBITION AGAINST THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY NOTED IN THE “NOTICE OF REJECTIONS OF OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENTS, STREETS AND OTHER EASEMENTS IN CITY OF TEHACHAPI TRACT NO. 4927” AS RECORDED ON JULY 23, 2009**

POLICE CHIEF REPORTS

12. Agreement to enter accreditation process with commission on accreditation for law enforcement agencies (CALEA) – **ADOPT A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO SIGN THE ACCREDITATION AGREEMENT, ENROLLMENT FORM, AND PUBLICATIONS USER AGREEMENT WITH THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES (CALEA) ON BEHALF OF THE CITY SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

CITY MANAGER REPORTS

- *13. Non-commercial hangar rental agreement – **APPROVE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 02W BETWEEN THE CITY OF TEHACHAPI AND BRANDON KORNGOLD AND AUTHORIZE THE MAYOR TO SIGN**
- *14. Non-commercial hangar rental agreement – **APPROVE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND SETH LIEBMAN AND AUTHORIZE THE MAYOR TO SIGN**
15. Report to Council regarding current activities and programs – **VERBAL REPORT**

COUNCILMEMBER REPORTS

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

CLOSED SESSION

1. Conference with Labor Negotiators per Government Code Section 54957.6
City Designated Representative: Christopher Kirk
Employee Organization: Federation of Public Service Employees
2. Conference with Labor Negotiators per Government Code Section 54957.6
City Designated Representative: Christopher Kirk
Employee Organization: Tehachapi Police Officers Association

ADJOURNMENT

MINUTES

**TEHACHAPI CITY COUNCIL REGULAR MEETING,
TEHACHAPI REDEVELOPMENT SUCCESSOR AGENCY REGULAR MEETING,
TEHACHAPI PUBLIC FINANCING AUTHORITY REGULAR MEETING, AND
TEHACHAPI CITY FINANCING CORPORATION REGULAR MEETING
Monday, April 18, 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 Toby Waldowski Music Minister Calvary Chapel</p> <p><u>PLEDGE TO THE FLAG</u></p> <p>Led by Mayor Pro Tem Nixon</p> <p><u>CONSENT AGENDA</u></p> <p>Approved consent agenda</p> <p><u>AUDIENCE ORAL COMMUNICATIONS</u></p> <ol style="list-style-type: none"> 1. Received public comment 2. Mayor presented a Certificate of Recognition to the Kiwanis <p><u>CITY CLERK REPORTS</u></p> <p>*3. ALL ORDINANCES SCHEDULED FOR INTRODUCTION OR ADOPTION AT THIS MEETING SHALL BE READ BY TITLE ONLY.</p>	<p>Approved Consent Agenda</p> <p>All Ord. Read By Title Only</p>
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ACTION TAKEN

*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 - **APPROVED AND FILED.**

Approved & Filed
 Ni/Sm Ayes All

*5. Memorial Day Parade Event Application scheduled for May 30, 2016 Downtown – **APPROVED THE SPECIAL EVENT APPLICATION FOR TEHACHAPI VALLEY RECREATION & PARKS DISTRICTS MEMORIAL DAY PARADE AND ASSOCIATED STREET CLOSURES SUBJECT TO APPROVAL OF CITY ATTORNEY**

Approved The Special Event Application For Tehachapi Valley Recreation & Parks Districts Memorial Day Parade And Associated Street Closures Subject To Approval Of City Attorney
 Ni/Sm Ayes All

FINANCE DIRECTOR REPORTS

*6. Disbursements, bills and claims for March 31, 2016 through April 12, 2016 – **AUTHORIZED PAYMENTS**

Authorized Payments
 Ni/Sm Ayes All

*7. City of Tehachapi Treasurer’s Report through March, 2016 – **RECEIVED REPORT**

Received Report
 Ni/Sm Ayes All

*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) – **ADOPTED RESOLUTION 09-16 APPROVING THE CITY OF TEHACHAPI’S EMERGENCY CONTINGENCY COMMITMENT OF FUND BALANCE FOR THE GENERAL FUND AND REPEALING RESOLUTION NO. 21-15**

Adopted Resolution 09-16 Approving The City Of Tehachapi’s Emergency Contingency Commitment Of Fund Balance For The General Fund And Repealing Resolution No. 21-15
 Ni/Sm Ayes All

ECONOMIC DEVELOPMENT COORDINATOR

9. California Off Highway Vehicle (OHV) Grant – **ECONOMIC DEVELOPMENT COORDINATOR MICHELLE VANCE GAVE STAFF REPORT; ADOPTED RESOLUTION 10-16 APPROVING THE CITY OF TEHACHAPI TO APPLY FOR GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS & RECREATION OFF HIGHWAY VEHICLE GRANT**

Adopted Resolution 10-16 Approving The City Of Tehachapi To Apply For Grant Funds From The State Of California, Department Of Parks & Recreation Off Highway Vehicle Grant
 Gr/Ni Motion Carried
 Abd Wa

DEVELOPMENT SERVICES MANAGER REPORTS

10. Tehachapi Boulevard Improvements Phase III Notice of Completion – **ASSISTANT CITY MANAGER CHRIS KIRK GAVE STAFF REPORT; APPROVED THE NOTICE OF COMPLETION FOR THE TEHACHAPI BOULEVARD IMPROVEMENTS PROJECT PHASE III AND DIRECTED STAFF TO RECORD SAME**

Approved The Notice Of Completion For The Tehachapi Boulevard Improvements Project Phase III And Directed Staff To Record Same
 Ni/Sm Ayes All

POLICE CHIEF REPORTS

11. Contracted Legal Services with Silver and Wright LLP to encompass the pending receivership of 202 Bartlett Court – **CODE ENFORCEMENT OFFICER AARON PRICE GAVE STAFF REPORT; APPROVED THE AGREEMENT BETWEEN CITY OF TEHACHAPI AND SILVER AND WRIGHT LLP AND AUTHORIZED THE MAYOR TO SIGN SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

Approved The Agreement Between City Of Tehachapi And Silver And Wright LLP And Authorized The Mayor To Sign Subject To Approval By The City Attorney
 Sm/Ni Ayes All

ASSISTANT CITY MANAGER REPORTS

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

Approved The Agreement Between The City Of Tehachapi And Pyro Spectaculars, Inc And Authorized The Mayor To Sign Subject To Approval Of The City Attorney
Ni/Sm Ayes All

CITY MANAGER REPORTS

13. Report to Council regarding current activities and programs – **VERBAL REPORT.**
14. Mayor appointed Mayor Pro Tem Nixon and Councilmember Wahlstrom to work with staff to study medical marijuana regulating options.

Appointed Pro Tem Nixon and Councilmember Wahlstrom

COUNCIL MEMBER ANNOUNCEMENTS OR REPORTS

ADJOURNMENT

The City Council/Boards adjourned at 7 pm to a Tehachapi City Council, Tehachapi Redevelopment Successor Agency, Tehachapi Public Financing Authority and Tehachapi City Financing Corporation Regular Meeting to be held on Monday, May 2, 2016, at 6:00p.m.

TORI MARSH
City Clerk, City of Tehachapi

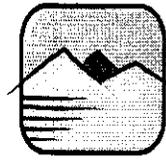
Approved this 2nd day
Of May, 2016.

SUSAN WIGGINS
Mayor, City of Tehachapi

Accounts Payable

Checks by Date - Detail By Vendor Number

User: afrescas
 Printed: 4/26/2016 - 3:12 PM



CITY OF
TEHACHAPI
 CALIFORNIA

Vendor	Invoice No	Line Description	Check Amount
0027	Atco International		
Check No:	0	Check Date:	
	10457263	Strts/Buckaroo 70 Gal	3,115.35
	10457263-1	Use Tax	-217.35
		Check Total:	2,898.00
		Vendor Total:	2,898.00
0035	BC Laboratories Inc.		
Check No:	0	Check Date:	
	B231279	Swr/influent-Effluent	325.00
	B231567	Swr/influent-Effluent	325.00
	B232030	Wtr/Bacteriological/I St/West D St/Canyon Dr	36.00
	B232310	Swr/influent-Effluent	325.00
	B232334	Wtr/Curry Reservoir	15.00
	B232401	Wtr/Curry Reservoir	15.00
		Check Total:	1,041.00
		Vendor Total:	1,041.00
0127	State of California Department of Justice		
Check No:	0	Check Date:	
	159858	PD/Fingerprint Apps/Fingerprint FBI/March 201	315.00
		Check Total:	315.00
		Vendor Total:	315.00
0193	Hach Company		
Check No:	0	Check Date:	
	9886885	Swr/Sensor Cap	210.22
		Check Total:	210.22
		Vendor Total:	210.22
0260	Liebert Cassidy Whitmore		
Check No:	0	Check Date:	
	1419547	PD/Legal Services Thru Mar 31 2016	1,404.50
	1419547	PD/Litigation/Legal Services Thru Mar 31 2016	3,152.50
		Check Total:	4,557.00
		Vendor Total:	4,557.00
0263	Lebeau Thelen LLP		
Check No:	0	Check Date:	
	40	PD/Pitchess Motions	315.00
	58	GG/Walmart CEQA Litigation	4,328.70
	6	PD/Tehachapi Police Foundation	550.33

Vendor	Invoice No	Line Description	Check Amount
	8	PD/Price Property	21.00
		Check Total:	5,215.03
		Vendor Total:	5,215.03
0300	Mission Linen & Uniform Service		
Check No:	0	Check Date:	
	502269373	Swr/Lg Dust Mop/Mats	49.40
	502316142	Swr/Lg Dust Mop/Mats	49.40
		Check Total:	98.80
		Vendor Total:	98.80
0362	RSI Petroleum Products		
Check No:	0	Check Date:	
	0292859	PW/Reg Unleaded Gas/Diesel Fuel	622.63
	0293097	PW/Reg Unleaded Gas/Diesel Fuel	640.63
		Check Total:	1,263.26
		Vendor Total:	1,263.26
0431	Tehachapi News		
Check No:	0	Check Date:	
	2647494	Swr/14082357/Advertisement-Laborer	37.62
	2647494-1	Wtr/14082357/Advertisement-Laborer	37.62
	2647494-2	PW/14082357/Advertisement-Laborer	38.76
	2647494-3	Eng/14082497/Tehachapi Blvd Rehab III	258.75
	2647494-4	Eng/14082965/Valley Blvd Bikeway II	242.50
	2647494-5	GG/#14088066	38.75
	2647494-6	GG/#14088121	38.75
	2647494-7	GG/#14093315	37.50
	2647494-8	GG/#14097083	88.75
	2647494-9	GG/#14097600	31.25
		Check Total:	850.25
		Vendor Total:	850.25
0476	WITTS Everything for the Office		
Check No:	0	Check Date:	
	141098-0	GG/Clear Covers	45.68
	141110-0	GG/Pens	40.67
	141127-0	GG/Paper/Plastic Binders	47.48
	141161-0	GG/Paper	34.39
	141210-0	Fin/Business Notebook/Post-It Tabs/Pens/Highli	66.45
	141210-1	GG/Business Notebook	12.66
	141211-0	GG/Paper/Ink Cart	39.76
		Check Total:	287.09
		Vendor Total:	287.09
0493	Kieffe & Sons Ford		
Check No:	0	Check Date:	
	21110	PD/03 Ford Crown Vic/Oil Chg/Front & Rear Br	1,231.06
	21803	PD/Unit #30/Moulding-Pin-Rivet	101.39
	22690	PD/2011 Ford Crown Vic/Oil change/Car Inspec	47.57
	22866	PD/08 Ford Exp/Cut and Programmed 2 Keys	154.17

Vendor	Invoice No	Line Description	Check Amount
		Check Total:	1,534.19
		Vendor Total:	1,534.19
0832	ACWA/JPLA		
Check No:	0	Check Date:	
	0407486	GG/Medical Premium/May 2016	52,708.05
	0407486-1	GG/Medical Premium-Adjustment/May 2016	-441.87
	0407486-2	GG/Dental Premium/May 2016	7,482.64
	0407486-3	GG/Dental Premium-Adjustment/May 2016	118.16
	0407486-4	GG/Vision Premium/May 2016	1,143.72
	0407486-5	GG/Vision Premium-Adjustment/May 2016	42.36
	0407486-6	GG/Life Premium/May 2016	1,265.58
	0407486-7	GG/Life Premium-Adjustment/May 2016	16.52
		Check Total:	62,335.16
		Vendor Total:	62,335.16
0842	Kern Transit		
Check No:	0	Check Date:	
	DEC2015	Transit/Dial A Ride/Total Operation Costs/Dec 2	13,329.49
	DEC2015-1	Transit/Dial A Ride/Less Farebox Revenue/Dec 2	-500.38
	JAN2016	Transit/Dial A Ride/Total Operation Costs/Jan 2	12,711.02
	JAN2016-1	Transit/Dial A Ride/Less Farebox Revenue/Jan 2	-387.27
	NOV2015	Transit/Dial A Ride/Total Operation Costs/Nov 2	12,474.28
	NOV2015-1	Transit/Dial A Ride/Less Farebox Revenue/Nov 2	-338.93
		Check Total:	37,288.21
		Vendor Total:	37,288.21
0972	The Tire Store		
Check No:	0	Check Date:	
	108062	PD/Vehicle Maint-TE25/Oil Change	83.00
	108448	PD/Vehicle Maint-TE21/Oil Change	35.00
	111101	PD/Vehicle Maint-Tahoe/Oil Change/Wiper Blac	73.00
	153835	PD/Vehicle Maint-TE25/Battery	203.12
	153974	PD/Vehicle Maint-TE6/Tires	174.09
	154024	PD/Vehicle Maint-TE6/Rear Break Pads	125.00
	87561	PD/Vehicle Maint-TE18/Tire Rotation/Wiper Bl	45.00
	87766	PD/Vehicle Maint-TE23/Flat Tire	10.00
	87885	PD/Vehicle Maint/Tire Mount Balance	95.00
	88668	PD/Vehicle Maint-TE21/Wiper Blades	26.87
	88703	PD/Vehicle Maint-Ford F150/Flat Tire	10.00
	88742	PD/Vehicle Maint-TE27/Flat Tire	10.00
	88868	PD/Vehicle Maint-TE19/2 Flat Tires	20.00
	88879	PD/Vehicle Maint-TE26/4 Tires/Alignment	440.00
	89090	PD/Vehicle Maint-TE20/Tire Mount Balance	90.00
	89225	PD/Vehicle Maint-TE29/Flat Tire	10.00
	89687	PD/Vehicle Maint-TE29/Tire Mount Balance	30.00
		Check Total:	1,480.08
		Vendor Total:	1,480.08
1055	Mercury Graphics		
Check No:	0	Check Date:	
	4768	Remove Logo From 2 Crown Vic Prior to Sale	435.38
		Check Total:	435.38

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	435.38
1286	M&M's Sports Uniforms & Embroider		
Check No:	0	Check Date:	
	36205	PD/Custom Made Patches-Volunteers/Police Tec	309.60
		Check Total:	309.60
		Vendor Total:	309.60
1801	HD Supply Waterworks LTD		
Check No:	0	Check Date:	
	F338057	Swr/2x5 STL Cplg Epoxy Alloy B&N 2.38 OD	94.14
		Check Total:	94.14
		Vendor Total:	94.14
1982	SSD Systems		
Check No:	0	Check Date:	
	1175583-A-A	Air/314 Hayes St-Pilots Lounge/Alarm Svc May	39.25
	1175583-A-B	Const/100 Commercial Way/Alarm Svc May1-3	37.01
	1175583-A-C	Eng/129 East F St-Annex/Alarm Svc May1-31 2	49.00
	1175583-A-D	PW/800 Enterprise Way/Alarm Svc May1-31 20	49.66
	1175583-A-E	Swr/750 Enterprise Way-Water Treatment/Alarm	33.08
	1175583-A-F	Wtr/750 Enterprise Way-Water Treatment/Alarm	33.09
	1175583-A-G	Swr/750 Enterprise Way-Water Storage/Alarm S	27.47
	1175583-A-H	Wtr/750 Enterprise Way-Water Storage/Alarm S	27.48
	1175583-A-I	Depot/101 Tehachapi-RR Depot/Alarm Svc May	84.37
	1175583-A-J	PD/220 C St-Police Dept/Alarm Svc May1-31 21	149.52
	1175583-A-K	GG/115 S Robinson-City Hall/Alarm Svc May1-	37.01
	1175583-A-L	Air/314 Hayes St-Radio Backup/Alarm Svc May	24.67
		Check Total:	591.61
		Vendor Total:	591.61
2113	Fuel Controls Inc.		
Check No:	0	Check Date:	
	86651	Air/100 Octane Fuel	18,455.84
		Check Total:	18,455.84
		Vendor Total:	18,455.84
2200	Argo Chemical		
Check No:	0	Check Date:	
	1604068	Swr/Argo Chlor Sol 12.5%	878.21
		Check Total:	878.21
		Vendor Total:	878.21
2201	SC Communications Inc.		
Check No:	0	Check Date:	
	3815-1	PD/Dispatch-Machine Equipment	47,001.54
	3833-1	PD/Dispatch-Machine Equipment	21,089.68
	4847	PD/VIP Replacement Batteries	293.48
	96576	PD/TE-24 Crown Vic/Replaced Fuses	51.00
		Check Total:	68,435.70

Vendor	Invoice No	Line Description	Check Amount
		Vendor Total:	68,435.70
2994	Richards Watson & Gershon		
Check No:	0	Check Date:	
	206440	GG/RDA Special Attorney	128.45
		Check Total:	128.45
		Vendor Total:	128.45
3187	CalPERS-Fiscal Services Division		
Check No:	0	Check Date:	
	14746502	Fin/Fees for GASB-68 Reports & Schedules	4,550.00
		Check Total:	4,550.00
		Vendor Total:	4,550.00
3221	Tehachapi High School Cheer		
Check No:	0	Check Date:	
	4252016	GG/Warrior Level Sponsorship for Gina Angleton	100.00
		Check Total:	100.00
		Vendor Total:	100.00
3274	Bright House Networks		
Check No:	0	Check Date:	
	064495401041616	GG/ Internet Service/Apr 21-May 6 2016	173.76
		Check Total:	173.76
		Vendor Total:	173.76
3370	County of Kern- Information Technolo		
Check No:	0	Check Date:	
	5425	PD/CJIS Access-License Fee Jan-Mar 2016	840.00
		Check Total:	840.00
		Vendor Total:	840.00
3408	Kern Asphalt Paving and Sealing Co. I		
Check No:	0	Check Date:	
	2503069607	Str/T-Cap & Pave 2 Trenches 8"/5'x6' and 4'x6'	8,789.00
		Check Total:	8,789.00
		Vendor Total:	8,789.00
3427	Haddad Dodge		
Check No:	0	Check Date:	
	DOCS38858	Wtr/Check Engine Light/Replaced Thermostat	477.35
		Check Total:	477.35
		Vendor Total:	477.35
3708	Customized Custodial Services		
Check No:	0	Check Date:	
	COT0416SS	GG/104 S Robinson/OneTime Cleaning Request	120.00
	COT0516	GG/City Hall/Janitorial Service May 2016	979.00
	COT0516-1	GG/Senior Center/Janitorial Service May 2016	495.00
	COT0516-2	Depot/Rail Road Depot/Janitorial Service May 2	275.00

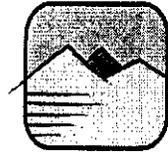
Vendor	Invoice No	Line Description	Check Amount
	COT0516-3	Air/Airport/Janitorial Service May 2016	308.00
	COT0516-4	Swr/Wast Water Treatment Plant/Janitorial Servi	583.00
	COT0516-5	PD/Police Dept/Janitorial Service May 2016	2,145.00
	COT0516-6	Eng/Annex/Janitorial Service May 2016	594.00
	COT0516-7	Const/Janitorial Service May 2016	308.00
		Check Total:	5,807.00
		Vendor Total:	5,807.00
3716	Ruettgers & Schuler Civil Engineers		
Check No:	0	Check Date:	
	462016	SRTS Gap Closure/Curry-Valley Bl-Dennison-A	12,815.00
		Check Total:	12,815.00
		Vendor Total:	12,815.00
3807	Diamond Technologies		
Check No:	0	Check Date:	
	16752	Fin/Adobe Acrobat Pro Govt 2015 License	396.00
		Check Total:	396.00
		Vendor Total:	396.00
3855	Central Valley Occupational Med Grp		
Check No:	0	Check Date:	
	5717-15	PD/Preplacement Exam/E Alvarez	150.00
	5717-16	PD/Preplacement Exam/M Adams	178.00
		Check Total:	328.00
		Vendor Total:	328.00
3925	Cal Prime Inc		
Check No:	0	Check Date:	
	R06010-7	Tehachapi Blvd Improve Phase III/Feb 1-Mar 1	195,344.30
	W13016-2	Snyder Well Intertie Project/Jan 1-Feb29 2016	23,900.10
	Z14004-3	Freedom Plaza Proj/Feb 1-Feb29 2016	28,593.75
		Check Total:	247,838.15
		Vendor Total:	247,838.15
3943	Sintra Group		
Check No:	0	Check Date:	
	2016170	PD/Investigations: IA 15-06 and IA-16-01	16,188.00
		Check Total:	16,188.00
		Vendor Total:	16,188.00
3969	Michael K Nunley & Assoc Inc		
Check No:	0	Check Date:	
	2012	Freedom Plaza Proj	642.50
	2013	Wtr/Recycled Water Pump Station	1,597.50
	2014	Title 22 Motocross	609.28
		Check Total:	2,849.28
		Vendor Total:	2,849.28
3991	Brown and Fowler Construction		

Vendor	Invoice No	Line Description	Check Amount
Check No:	0	Check Date:	
	2	WWTP Recycled Water Pump Station Proj	7,790.00
		Check Total:	7,790.00
		Vendor Total:	7,790.00
3998	Quick PC Support LLC		
Check No:	0	Check Date:	
	11692	PD/12 Vehicle Outfittings-Install Modem & Ext	16,139.85
		Check Total:	16,139.85
		Vendor Total:	16,139.85
3999	Stop Stick LTD		
Check No:	0	Check Date:	
	0006498-IN	12' Stop Stick Rack & SUV Kit-Blk/Training Kit	5,923.13
		Check Total:	5,923.13
		Vendor Total:	5,923.13
		Report Total:	539,706.74

Accounts Payable

Check Detail

User: afrcscas
Printed: 04/26/2016 - 3:22PM



CITY OF
TEHACHAPI
CALIFORNIA

Check Number	Check Date	Amount
1403 - Ables, John M.		
44817	04/21/2016	
Inv 4182016		13,722.63
44817 Total:		13,722.63
1403 - Ables, John M. Total:		
		13,722.63
0061 - BSK Associates		
44818	04/21/2016	
Inv 0075520		4,000.00
Inv 0075941		430.50
Inv 0075945		4,000.00
44818 Total:		8,430.50
0061 - BSK Associates Total:		
		8,430.50
3837 - CEMEX Construction Materials Pac LLC		
44819	04/21/2016	
Inv 9432972361		449.44
44819 Total:		449.44
3837 - CEMEX Construction Materials Pac LLC Total:		
		449.44
3995 - City Clerks Association		
44820	04/21/2016	
Inv 4192016		260.00
44820 Total:		260.00
3995 - City Clerks Association Total:		
		260.00
0093 - Coles Environmental 001-030-7400-000		
44821	04/21/2016	
Inv 70650		45.00
Inv 70711		75.00
44821 Total:		120.00

Check Number	Check Date	Amount
0093 - Coles Environmental Total:		120.00
3277 - CoreLogic Information Solutions, Inc. 001-050-6300-000		
44822	04/21/2016	
Inv 81675113		241.66
44822 Total:		241.66
3277 - CoreLogic Information Solutions, Inc. Total:		241.66
2478 - DataProse Inc.		
44816	04/21/2016	
Inv DP150852-0-RI		106.23
Inv DP150852-1-RI		212.45
Inv DP150852-2-RI		212.45
Inv DP150852-3-RI		223.27
Inv DP150852-4-RI		446.53
Inv DP150852-5-RI		446.53
Inv DP150852-6-RI		42.18
44816 Total:		1,689.64
2478 - DataProse Inc. Total:		1,689.64
3807 - Diamond Technologies		
44823	04/21/2016	
Inv 16068		1,396.84
Inv 16091		1,632.00
Inv 16574		149.00
Inv 16635		1,795.52
44823 Total:		4,973.36
3807 - Diamond Technologies Total:		4,973.36
2752 - Fastenal Company 442-403-7100-000		
44824	04/21/2016	
Inv CATEH10442		4.11
Inv CATEH10442-1		125.63
Inv CATEH10442-2		32.68
44824 Total:		162.42
2752 - Fastenal Company Total:		162.42
0193 - Hach Company		
44825	04/21/2016	
Inv 9866981		282.45
44825 Total:		282.45

Check Number	Check Date	Amount
0193 - Hach Company Total:		282.45
3657 - Hughes Surveying Inc., Wiley D.		
44826	04/21/2016	
Inv 1610		595.00
44826 Total:		595.00
3657 - Hughes Surveying Inc., Wiley D. Total:		
		595.00
3997 - KCAC		
44827	04/21/2016	
Inv 4212016		210.00
44827 Total:		210.00
44841		
	04/21/2016	
Inv 4212016-1-RI		140.00
Inv 4212016-RI		70.00
44841 Total:		210.00
3997 - KCAC Total:		
		420.00
3256 - Kern County Fire Department		
44828	04/21/2016	
Inv 16-000312		21,820.25
44828 Total:		21,820.25
3256 - Kern County Fire Department Total:		
		21,820.25
1286 - M&M's Sports Uniforms & Embroidery		
44829	04/21/2016	
Inv 35313		7.47
Inv 35384		9.66
Inv 35715		209.36
Inv 35779		115.01
Inv 35818		590.18
Inv 35907		37.57
44829 Total:		969.25
1286 - M&M's Sports Uniforms & Embroidery Total:		
		969.25
3969 - Michael K Nunley & Assoc Inc		
44830	04/21/2016	
Inv 1981		6,090.00
44830 Total:		6,090.00

Check Number	Check Date	Amount
3969 - Michael K Nunley & Assoc Inc Total:		6,090.00
0573 - Pyro Spectaculars Inc.		
44831	04/21/2016	
Inv 4202016		10,370.00
44831 Total:		10,370.00
0573 - Pyro Spectaculars Inc. Total:		10,370.00
1005 - Quad Knopf Inc.		
44832	04/21/2016	
Inv 83473		2,388.47
Inv 83478		1,179.36
Inv 84033		810.70
44832 Total:		4,378.53
1005 - Quad Knopf Inc. Total:		4,378.53
0399 - Sparkletts 444-403-6080-000		
44833	04/21/2016	
Inv 4365880040116		45.50
44833 Total:		45.50
0399 - Sparkletts Total:		45.50
3281 - Statewide Traffic Safety & Signs Inc. 442-403-7130-000		
44834	04/21/2016	
Inv 3428065906		1,685.00
44834 Total:		1,685.00
3281 - Statewide Traffic Safety & Signs Inc. Total:		1,685.00
3586 - Tehachapi Car Show Committee		
44835	04/21/2016	
Inv 4182016		100.00
Inv 4182016-1		100.00
44835 Total:		200.00
3586 - Tehachapi Car Show Committee Total:		200.00
0433 - Tehachapi Recycling		
44836	04/21/2016	
Inv 22216		14,811.56
44836 Total:		14,811.56

Check Number	Check Date	Amount
0433 - Tehachapi Recycling Total:		14,811.56
0434 - Tehachapi Sanitation		
44837	04/21/2016	
Inv 21216		70,404.17
Inv 2316		14,468.05
44837 Total:		84,872.22
0434 - Tehachapi Sanitation Total:		84,872.22
3011 - Verizon Wireless 001-100-7320-000		
44838	04/21/2016	
Inv 9762985731		819.38
44838 Total:		819.38
3011 - Verizon Wireless Total:		819.38
3996 - Walter Bros Circus		
44839	04/21/2016	
Inv 4202016		200.00
44839 Total:		200.00
3996 - Walter Bros Circus Total:		200.00
0310 - Willdan Financial Services		
44840	04/21/2016	
Inv 01030753		238.54
Inv 01030753-1		82.22
Inv 01030753-2		171.43
Inv 01030753-3		620.02
Inv 01030753-4		415.69
Inv 01030753-5		33.24
Inv 01030753-6		29.10
Inv 01030753-7		0.51
Inv 01030753-8		142.67
Inv 01030753-9		142.67
44840 Total:		1,876.09
0310 - Willdan Financial Services Total:		1,876.09
0478 - Zee Medical Service		
44815	04/19/2016	
Inv 34-222840		21.18
44815 Total:		21.18

Check Number	Check Date	Amount
0478 - Zee Medical Service Total:		21.18
Total:		179,506.06



COUNCIL REPORTS

APPROVED
DEPARTMENT HEAD: 
CITY MANAGER: _____

MEETING DATE: MAY 2, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 25, 2016

SUBJECT: FREEDOM PLAZA VISITOR'S CENTER - STOREFRONT - AWARD

BACKGROUND:

In September 2016 the City Council rejected all bids for the Freedom Plaza Visitor's Center. To facilitate a stable bidding environment, City Staff hired an architecture firm to provide design plans for the remodel of the existing storefront of the building located at the Freedom Plaza site for reuse as a Visitor's Center.

On April 15, 2016 advertising began for the Freedom Plaza Visitor's Center - Storefront. Staff opened bids for this project on April 25, 2016. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
All American Glass Co.	\$28,856.00

RESPONSIVENESS REVIEW:

In compliance with the Public Contract Code, City Staff undertook a review of the bid received to confirm that the apparent low bidder provided a responsive bid. We have deemed this bid to be responsive.

RECOMMENDATION:

AWARD THE FREEDOM PLAZA VISITOR'S CENTER - STOREFRONT TO ALL AMERICAN GLASS COMPANY IN THE AMOUNT OF \$28,856.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$1,442.80).

COUNCIL REPORTS

MEETING DATE: MAY 2, 2016 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 25, 2016

SUBJECT: FREEDOM PLAZA VISITOR'S CENTER - ROOFING - AWARD

BACKGROUND:

In September 2016 the City Council rejected all bids for the Freedom Plaza Visitor's Center. To facilitate a stable bidding environment, City Staff hired an architecture firm to provide design plans for the remodel of the existing roof of the building located at the Freedom Plaza site for reuse as a Visitor's Center.

On April 15, 2016 advertising began for the Freedom Plaza Visitor's Center - Roofing. Staff opened bids for this project on April 25, 2016. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
BSW Roofing & Solar	\$15,800.00

RESPONSIVENESS REVIEW:

In compliance with the Public Contract Code, City Staff undertook a review of the bid received to confirm that the apparent low bidder provided a responsive bid. We have deemed this bid to be responsive.

RECOMMENDATION:

AWARD THE FREEDOM PLAZA VISITOR'S CENTER - ROOFING TO BSW ROOFING & SOLAR IN THE AMOUNT OF \$15,800.00 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$790.00).

COUNCIL REPORTS

MEETING DATE: MAY 2, 2016 **AGENDA SECTION:** DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 26, 2016

SUBJECT: VALLEY BOULEVARD BIKEWAY FACILITIES PROJECT PHASE II - AWARD

BACKGROUND:

The City of Tehachapi successfully applied for Active Transportation Program funds through the Kern Council of Governments for improvements to the south side of Valley Boulevard from approximately 100 feet west of Mulberry Street to Curry Street. The project seeks to construct a Class I Bike Path; including new curb, gutter, an 8' wide bikepath, and storm drain improvements.

On February 24, 2016 advertising began for the project. Staff opened bids for this project on March 24, 2016. The results of the bid opening are listed in the table below:

Contractor Name	Bid Amount
Cal Prime, Inc.	\$914,165.35
DOD Construction	\$1,016,675.50
R.C. Becker & Son, Inc.	\$1,099,359.42

RESPONSIVENESS REVIEW:

In compliance with the Public Contract Code, City Staff undertook a review of the bids received to confirm that the apparent low bidder provided a responsive bid. The bid provided by Cal Prime, Inc. has been deemed to be responsive.

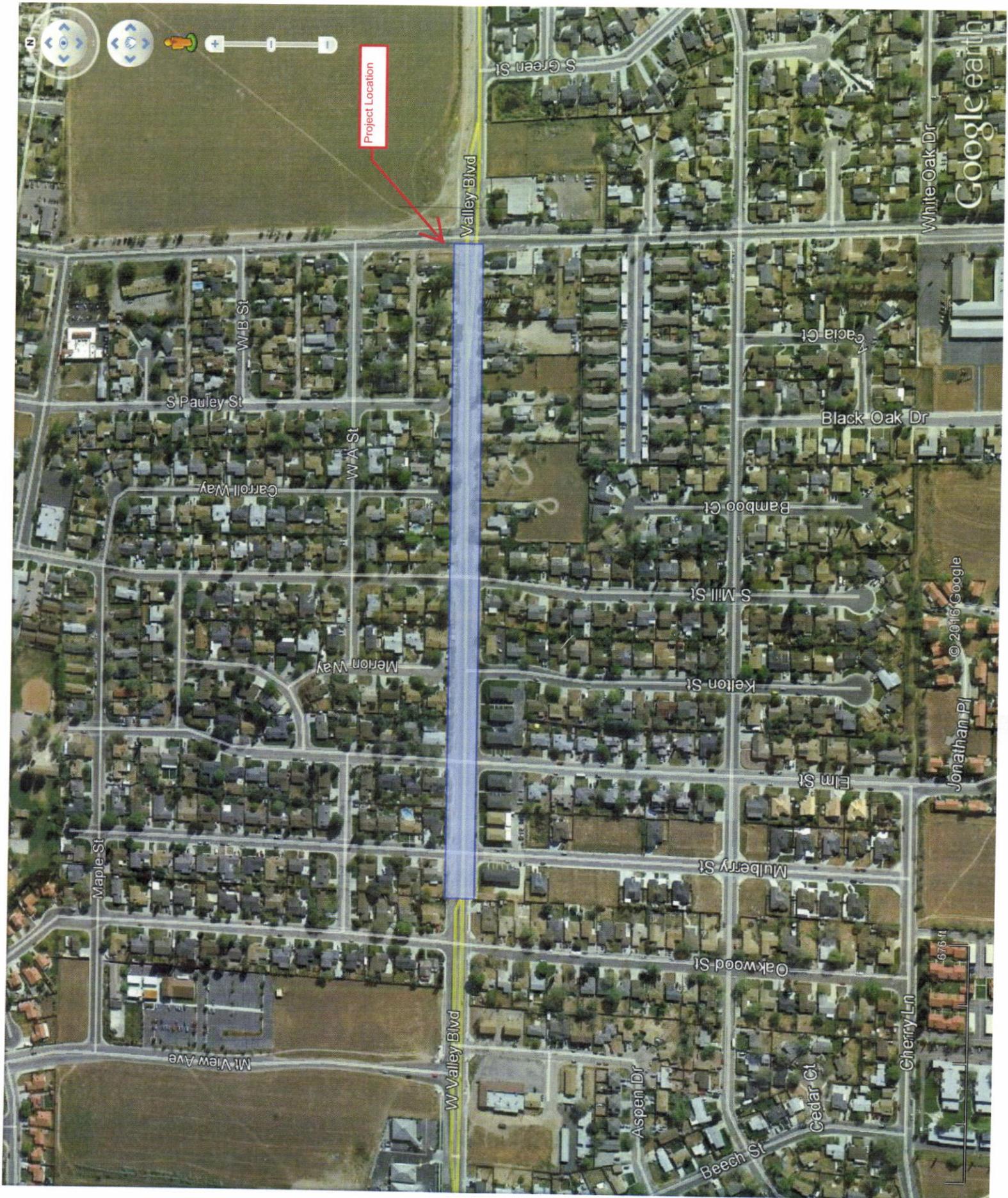
FISCAL IMPACT:

The engineer's estimate for this project was \$953,094.73. The total grant funds available for this project (including Design, Environmental, Construction, and Construction Administration) total \$1,292,000. The bid provided by Cal Prime, Inc., including both contingency funds and construction administration funds are in line

with the remaining available grant funds. Therefore, this project is fully funded. This project was budgeted for this fiscal year.

RECOMMENDATION:

AWARD THE VALLEY BOULEVARD BIKEWAY FACILITIES PROJECT PHASE II TO CAL PRIME, INC. IN THE AMOUNT OF \$914,165.35 AND AUTHORIZE THE CITY MANAGER TO APPROVE ANY NECESSARY CHANGE ORDERS UP TO A MAXIMUM OF 5% OF THE ORIGINAL CONTRACT (OR \$45,708.27).





COUNCIL REPORTS

APPROVED	
DEPARTMENT HEAD:	
CITY MANAGER:	

MEETING DATE: MAY 2, 2016 AGENDA SECTION: DEVELOPMENT SERVICES

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 27, 2016

SUBJECT: SNYDER WELL INTERTIE PROJECT – CHANGE ORDER APPROVAL

BACKGROUND:

As the Council is aware, the City of Tehachapi has awarded the above-named project to Cal Prime Inc. Once construction was underway, the contractor began coordinating the necessary steps to separate the non-potable irrigation water service from the existing potable water service that currently serves Monroe High School and Jacobsen Middle School. Upon further investigation it became apparent that Monroe High School is not currently receiving potable water from the original municipal point of service, as the service valve has seized closed. Rather, Monroe High School is served from a non-municipal pipeline owned and maintained by the Tehachapi Unified School District (TUSD) that originates on the Jacobsen Middle School campus. The existing pipeline maintained by TUSD conflicts with an irrigation service as proposed in the above mentioned project. The existing TUSD pipeline must be maintained until a new municipal service can be established at Monroe High School. In order to restore City water service to Monroe High School, a new water service must be established including a new shut off valve, water meter, and backflow prevention device.

In addition, City Utility Staff has identified one existing potable service connection suppling Jacobsen Middle School that lacks a backflow prevention device. As cross connection is always a concern when non-potable and potable water services are in near proximity, Staff has recommended a back flow prevention device be installed on the existing service to fully protect all potential cross connection points.

FISCAL IMPACT:

The change is valued at up to \$12,000. The exact number has yet to be determined at this point as Staff is actively engaging the Contractor to negotiate a fair price for the work. The balance will be paid out of Water Distribution Funds as appropriate at the Finance Department's direction.

RECOMMENDATION:

City staff has reviewed the available options to resolve the cross connection concern regarding both Monroe High School and Jacobsen Middle School and recommends proceeding with the protection of the customer services as described above.

AUTHORIZE STAFF TO RESOLVE THE CROSS CONNECTION CONFLICT CHANGE ORDER REQUEST AND PURSUE THE INSTALLATION OF THE CUSTOMER SERVICE PROTECTION MEASURES. INCREASE THE 5% CHANGE ORDER CAP PREVIOUSLY AUTHORIZED BY \$12,000 (TOTAL: \$28,300).

COUNCIL REPORTS

MEETING DATE: MAY 2, 2016

AGENDA SECTION: Development Services

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

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

DATE: APRIL 26, 2016

SUBJECT: TRACT 4927 – MULBERRY ESTATES, TEMPORARY REMOVAL OF RESTRICTION AGAINST THE ISSUANCE OF CERTIFICATES OF OCCUPANCY

BACKGROUND:

As you may recall, pursuant to a Council meeting held in July 2009, City Staff recorded the attached NOTICE OF REJECTION OF OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENTS, STREETS AND OTHER EASEMENTS IN CITY OF TEHACHAPI TRACT NO. 4927 (Rejection). This document was produced and approved by the City Council in response to the abandonment of the Tract improvements by the prior developer Dat-U-Joe Realty. At that time, City Staff initially pursued Dat-U-Joe Realty to complete the public improvements. The developer refused forcing the City to consider various options to address the defect. At that time, the decision was made to formally reject the public improvements associated with Tract 4927 and to restrict further development within the Tract until the needed improvements were undertaken.

Beginning in early 2015, City Staff was approached by a home builder, Tarina Homes of Bakersfield (Tarina), interested in acquiring the properties for development. Over the course of several months, City Staff worked with the president of Tarina to identify the needed public improvements and to produce a list of action items that would ultimately culminate with the approval and acceptance of the Tract by the City Council.

In Spring 2015, Tarina was offered a choice for moving forward with the project:

1. Tarina could enter into a new Improvement Agreement with the City of Tehachapi, post bonds for the public improvements, and construct both homes and improvements in a sequence of their choosing.
2. Tarina could complete all of the needed improvements, ask the Council for acceptance of the improvements, and then begin the process of selling homes.

Tarina Homes selected Option 2. Over the course of the last year, the public improvements have been largely completed and the home builder has begun construction on several of the homes. City Staff advised the president of Tarina that some amount of time (4-6 weeks) would be needed once the improvements were complete to bring the issue before the Council for final approval. This was made clear at the beginning of this effort and on several occasions, in writing, during the last year. Tarina did not heed the warning provided. Instead, they have dallied in the completion of the final public improvements while simultaneously completing one home and entering escrow with a buyer. Despite the numerous warnings not to proceed, Tarina set the

escrow period to close on April 29, 2016. They further opted to blame the City, in the eyes of the buyer, for the hold placed on the property in question. On numerous occasions, City Staff informed the president of Tarina that the issuance of a Certificate of Occupancy was not a discretionary act of the Development Services Department. Instead, it was made clear that the Council had imposed the restriction and that the Council alone had the authority to lift the restriction.

Be that as it may, the potential home buyer entered escrow in good faith and deeply desires to move into their new home.

PROPOSAL:

City Staff has provided the following proposal to Tarina Homes:

1. Tarina will complete the home in question without reservation or debate prior to receiving a Certificate of Occupancy (This can likely be accomplished in short order).
2. Tarina will complete all required and agreed upon public improvements before seeking a second Certificate of Occupancy within this Tract.
3. City Staff will place a request before the City Council for a one-time, temporary removal of the ban on the issuance of Certificates of Occupancy as stated in the previously recorded Rejection.

Should the Council agree to the recommendation noted below, City Staff expects to issue a Certificate of Occupancy for the single house in question. The next notable action would be to bring the completed project before the City Council for formal acceptance of the public improvements. This would complete the Council's obligations in this matter and would leave the builder free to continue constructing homes within the Tract.

RECOMMENDATION:

For the sake of the affected home buyer, City Staff recommends:

THE CITY COUNCIL ALLOW A ONE-TIME EXCEPTION TO THE PROHIBITION AGAINST THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY NOTED IN THE "NOTICE OF REJECTION OF OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENTS, STREETS AND OTHER EASEMENTS IN CITY OF TEHACHAPI TRACT NO. 4927" AS RECORDED ON JULY 23, 2009.

Recorded at the request of
Public

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

City of Tehachapi
Attn: City Clerk
115 So. Robinson Street
Tehachapi, California 93561

DOC#: 0209113400



Stat Types: 1 Pages: 2

Fees	0.00
Taxes	0.00
Others	0.00
PAID	\$0.00

**NOTICE OF REJECTION OF OFFER OF DEDICATION
OF PUBLIC UTILITY EASEMENTS, STREETS AND OTHER EASEMENTS
IN CITY OF TEHACHAPI TRACT NO. 4927**

On September 22, 2005, the City Clerk executed the "City Council's Certificate" on the final map recorded for City of Tehachapi Tract No. 4927 ("Tract 4927") to the effect that the City Council accepted all public utilities easements shown on the map and offered thereon for dedication and the streets and other easements shown on the map and offered for dedication thereon "subject to construction of all improvements by the subdivider and acceptance of all improvements by the City Council."

PLEASE TAKE NOTICE that the subdivider has failed to complete construction of the improvements and the City Council has not accepted same. Until the improvements have been completed and accepted by the City Council, the City Council hereby rejects the foregoing offers of dedication of the public utilities easements and the streets and other easements until further recorded notice.

PLEASE TAKE FURTHER NOTICE that no Certificates of Occupancy will be issued until further recorded notice.

Tract 4927 is otherwise described as Tract No. 4927 in the City of Tehachapi, County of Kern, State of California, as per Map recorded October 18, 2005 in Book 54 of Parcel Maps at Pages 53-54 in the Office of the County Recorder of said County and which is otherwise described as a division of a portion of Lots 25 and 26 lying in the Northeast Quarter of Section 29, Township 32 South, Range 33 East, M.D.B.&M. in the City of Tehachapi, County of Kern, State of California, as shown on the Amended Map of the Tehachapi Fruit and Land Company Subdivision filed December 4, 1911 in Book 2, Page 37 of Maps.

DATED: 7/23/2009

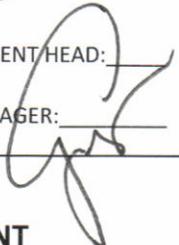
Denise Angelone
DENISE ANGELONE, City Clerk,
City of Tehachapi

7/23/09

7/23/09



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____



COUNCIL REPORTS

MEETING DATE: MAY 2, 2016 AGENDA SECTION: POLICE DEPARTMENT

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: KENT KROEGER, POLICE CHIEF

DATE: MARCH 8, 2016

SUBJECT: AGREEMENT TO ENTER ACCREDITATION PROCESS WITH COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES (CALEA)

BACKGROUND

The Commission on Accreditation for Law Enforcement Agencies, Inc., (CALEA®) was created in 1979 as a credentialing authority through the joint efforts of law enforcement's major executive associations:

- International Association of Chiefs of Police (IACP);
- National Organization of Black Law Enforcement Executives (NOBLE);
- National Sheriffs' Association (NSA); and the
- Police Executive Research Forum (PERF).

The purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by maintaining a body of standards developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence.

Specifically, CALEA's goals are to:

- Strengthen crime prevention and control capabilities;
- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;
- Improve service delivery;
- Solidify interagency cooperation and coordination; and
- Increase community and staff confidence in the agency.

The CALEA Accreditation Process is a proven modern management model; once implemented, it presents the Chief Executive Officer (CEO), on a continuing basis, with a blueprint that promotes the efficient use of resources and improves service delivery—regardless of the size, geographic location, or functional responsibilities of the agency.

This accreditation program will provide the Tehachapi Police Department an opportunity to voluntarily demonstrate that they meet an established set of professional standards.

FISCAL IMPACT

There is an initial accreditation fee of \$8,475.00 payable upon execution of this agreement. This initial fee will be paid through the existing Police Department contract services budget. There is an additional fee of approximately \$5,200.00 for the onsite assessment by CALEA which must be paid before the onsite visit. After the initial accreditation award, an annual continuation fee of \$3,470.00 will be charged for reaccreditation. The onsite assessment and reaccreditation fees will be accounted for in future budgets.

RECOMMENDATION

Approve the Accreditation Agreement, Enrollment Form, and Publications User Agreement with the Commission on Accreditation for Law Enforcement Agencies (CALEA) subject to approval by the City Attorney and adopt a resolution authorizing the Chief of Police to sign the Accreditation Agreement, Enrollment Form, and Publications User Agreement on behalf of the City.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEHACHAPI APPROVING THE ACCREDITATION
AGREEMENT, ENROLLMENT FORM, AND PUBLICATIONS
USER AGREEMENT WITH COMMISSION ON ACCREDITATION
FOR LAW ENFORCEMENT AGENCIES (CALEA) AND
AUTHORIZING THE CITY'S CHIEF OF POLICE TO EXECUTE
SAME**

WHEREAS, the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA[®]) was created in 1979 as a credentialing authority through the joint efforts of law enforcement's major executive associations with the purpose of improving the delivery of public safety services, primarily by maintaining a body of standards developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence; and

WHEREAS, this accreditation program will provide the Tehachapi Police Department an opportunity to voluntarily demonstrate that it meets an established set of professional standards: and

WHEREAS, in order to utilize the CALEA accreditation process, an agency is required to accept the terms and conditions of the Accreditation Agreement and Publications User Agreement by signing the Accreditation Agreement, Enrollment Form, and Publications User Agreement provided by CALEA; and

WHEREAS, the City Council of the City of Tehachapi (the "City") wishes to approve the Accreditation Agreement, Enrollment Form, and Publications User Agreement and authorize the Police Chief to execute same on behalf of the City and its police department.

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

1. That the foregoing recitals are true and correct.
2. That the City Council hereby approves the Accreditation Agreement, Enrollment Form, and Publications User Agreement and authorizes the City's Police Chief or his designee to execute same.

PASSED AND ADOPTED on the 21st day of March, 2016 at a regular meeting of the City Council of the City of Tehachapi by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS _____

ABSTAIN: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

SUSAN WIGGINS, Mayor, City of
Tehachapi, California

ATTEST:

TORI MARSH, City Clerk,
City of Tehachapi, California

**THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT
ACCREDITATION AGREEMENT**

This Agreement is entered into between the Tehachapi Police Department with principal offices at 220 West C Street, Tehachapi, California 93561 telephone number 661-822-2222 hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.

2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

CALEA will not accept this agreement if it is not executed by June 30, 2016.

April 2015

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

- (a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or
- (b) Upon written notice by the Agency that it withdraws from the accreditation process; or
- (c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or
- (d) Upon expiration or revocation of the Agency's accredited status; or
- (e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

Tehachapi Police Department

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Accreditation Payment Option

Our agency elects Single installment(s) accreditation payment option. The amount of \$8475 is herein remitted to CALEA. Purchase Order, 16-0223 is herein remitted with Agreement.

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$3470 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 The Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. POWERDMS DOCUMENT ACCREDITATION MANAGEMENT SOLUTION

18.1 CALEA recognizes PowerDMS, Inc. (“PowerDMS”) as exclusive provider for CALEA accreditation management software.

Tehachapi Police Department

IN WITNESS WHEREOF, The Agency has caused this Agreement to be executed on _____, 20 _____.

Witness:

By _____

By _____
(signature)

Kent Kroeger
(typed name)

Chief of Police
(title)*

By _____

By _____
(signature)

N/A
(typed name)

Not Available
(title)**

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____, 20 _____.

Witness:

The Commission on Accreditation for Law Enforcement Agencies, Inc.

By _____

By _____
Executive Director

*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block

Addendum to Agreement

Tehachapi Police Department



LAW ENFORCEMENT ENROLLMENT FORM

Agency Name: Tehachapi Police Department

Street Address: 220 West C Street

P.O. Box No: _____ P.O. Box Zip/Postal Code 93561

City: Tehachapi State/Province: California

Zip/Postal Code: 93561

Agency Telephone: 661-822-2222 Agency Fax: 661-822-2263

Special Shipping Instructions: _____

Agency's Chief Executive Officer

Name: Kent Kroeger

Title: Chief of Police

Telephone: 661-822-2222 E-mail: kkroeger@tehachapipd.com

Agency's Accreditation Contact

Name: Kent Kroeger

Title: Chief of Police

Telephone: 661-822-2222 E-mail: kkroeger@tehachapipd.com

The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.

Date: _____

By: _____

Signature

Kent Kroeger

Typed Name

Chief of Police

Title



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("Agreement") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("Licensor"); and Tehachapi Police Department, located at 220 West C Street, Tehachapi, California 93561 ("Licensee") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- (a) CALEA Standards for Law Enforcement Agencies;
- (b) CALEA Standards for Public Safety Communications Agencies;
- (c) CALEA Standards for Public Safety Training Academies;
- (d) CALEA Standards for Campus Security Agencies; and
- (e) CALEA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

April 2015

Tehachapi Police Department

II. Delivery/Access of Licensed Materials to Licensee

Licensor will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensor locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

(a) **SUBSCRIPTION FEES** – The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

CALEA Enrolled Agencies

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable PowerDMS/CALEA Assessment Tool(s). **Subscription payments, including the fees applicable to the PowerDMS/CALEA Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

Non-Enrolled Agencies

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

Non-Public Safety Academic Institutions

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

Individuals

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

(b) **BILLING** -Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.

- (c) **BILLING ENTITY** CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the PowerDMS/CALEA Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

V. Authorized Use of Licensed Materials

- (a) **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- (b) **Authorized Uses.** Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
 2. **Digitally Copy** - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
 3. **Print Copy** - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.

4. Databases - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.
5. Electronic Links - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. Caching - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. Scholarly Sharing - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- (a) Unauthorized Use - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- (b) Modification of Licensed Materials - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- (c) Removal of Copyright Notice - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- (d) Commercial Purposes - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- (a) Availability of Licensed Materials – Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- (b) Support – General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- (c) PowerDMS services – Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

IX. Licensee Performance Obligations

- (a) Provision of Notice of License Terms to Authorized Users - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- (b) Protection from Unauthorized Use - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- (c) Maintaining Confidentiality of Access - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- (a) Confidentiality of User Data - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date. Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Tehachapi Police Department

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

Tehachapi Police Department

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: _____

Name: Kent Kroeger

Title: Chief of Police

Date: _____

CALEA[®]

Signature: _____

Name: W. Craig Hartley, Jr.

Title: Executive Director

Date: _____

CALEA has caused this Agreement to be executed on _____.

Adm Lic 04/2015

Addendum A

PowerDMS/CALEA Assessment Tools Terms and Conditions

Thank you for enrolling in our PowerDMS/CALEA Assessment tool (the “**Service**”) utilizing our PowerDMS document management software application (collectively, “**Software**”), through our access-controlled website (the “**Site**”). These Terms and Conditions (the “**Terms**”) govern your subscription for the Service (the “**Subscription**”) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a “**User**”), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

1. Limited Right to Use Service During Subscription Period

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the “**Subscription Period**”) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

2. Our Rights in the Site, the Service, and the Software

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

3. Restrictions

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) “frame” or “mirror” the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

You will not submit, or permit any User to submit, to the Service any data, information or material (“**Customer Data**”) that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

4. Passwords and Access

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

5. Your Data

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

6. Confidentiality

“**Confidential Information**” means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

Tehachapi Police Department

Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

7. Disclaimers and Limitations.

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

8. Indemnification

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

9. Modifying or Suspending Services

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

10. Choice of Law; Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

11. Assignment; Third Parties

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

12. Entire Agreement; Waiver; Modification

These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.

Addendum B

Tehachapi Police Department



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: MAY 2, 2016 AGENDA SECTION: CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS

FROM: GREG GARRETT, CITY MANAGER

DATE: APRIL 27, 2016

SUBJECT: NON-COMMERCIAL HANGAR RENTAL AGREEMENT – HANGAR 02W

BACKGROUND

The City of Tehachapi owns hangar 02W located at the Tehachapi Municipal Airport and was recently approached by Brandon Korngold for rental of the hangar. Mr. Korngold is requesting a new Non-Commercial Hangar Rental Agreement with a term starting on May 1, 2016.

FISCAL IMPACT

Rental Payment:

\$263.67.00/month

\$3164.04/year

RECOMMENDATION

APPROVE THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND BRANDON KORNGOLD

**NONCOMMERCIAL HANGAR RENTAL AGREEMENT
(Tehachapi Airport Hangar 02W)**

THIS AGREEMENT, hereinafter referred to as this "Agreement", is made and entered into this second day of April, 2016, by and between the CITY OF TEHACHAPI, hereinafter referred to as "Landlord", and Brandon Korngold, hereinafter referred to as "Tenant".

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

1. PREMISES:

Landlord does hereby demise and lease to Tenant, and Tenant hereby hires from Landlord, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly, Hangar #02W.

2. TERM:

The term of this Agreement shall be from month to month, commencing on April 1, 2016. Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other.

3. RENTAL CONSIDERATION:

As and for rental, Tenant shall pay to Landlord, the sum of \$ 263.67 per month payable in advance on the first day of each month commencing April 1, 2016. Landlord may increase the rental at any time upon thirty (30) days prior written notice to the Tenant.

4. INTEREST:

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

5. PURPOSE: NUISANCE:

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

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

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

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

6. CONDITION OF PREMISES:

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

7. SAFETY:

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

8. ALTERATIONS:

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

9. SIGNS:

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

10. UTILITY EXTENSION OR MODIFICATION:

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

11. UTILITIES:

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

12. MAINTENANCE:

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

13. FAILURE TO REPAIR:

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

14. COMPLIANCE WITH LAW:

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

15. RIGHT OF INSPECTION:

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

16. INDEMNIFICATION:

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

17. WORKERS COMPENSATION:

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

18. TAXES AND ASSESSMENTS:

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

19. LIABILITY INSURANCE:

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

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

as additional insured; and

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

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

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

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

20. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

21. AERONAUTICAL RESTRICTIONS:

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

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

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

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

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

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

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

22. SUBLETTING:

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

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Agreement;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 19, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) Such rental adjustment as determined by Landlord in its sole discretion.

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

23. RIGHT OF INGRESS AND EGRESS:

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

24. BANKRUPTCY:

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

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

25. WAIVER OF BREACH:

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

26. BREACH:

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

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

27. NEGATION OF PARTNERSHIP:

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

28. SURRENDER OF PREMISES:

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

29. ENTIRE AGREEMENT:

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

30. VENUE AND GOVERNING LAW:

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

31. COVENANTS AND CONDITIONS:

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

32. TIME OF THE ESSENCE:

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

33. SEVERABILITY:

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

34. AUTHORIZED AGENT OF Landlord:

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

35. NOTICES:

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

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

TO Tenant: Brandon Korngold
 30620 Sheeptrail Ct.
 Tehachapi, CA 93561
 949-289-5125

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

36. BINDING:

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

37. CAPTIONS:

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

38. AMENDMENTS:

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

39. ATTORNEY'S FEES:

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

40. RECORDATION:

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

41. COUNTERPARTS:

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

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

Landlord:

Tenant:

CITY OF TEHACHAPI



By: _____

By: _____

**Mayor of the City of
Tehachapi, California**

BRANDON KORNGOLD



APPROVED
DEPARTMENT HEAD: _____
CITY MANAGER: _____

COUNCIL REPORTS

MEETING DATE: MAY 2, 2016 **AGENDA SECTION:** CITY MANAGER

TO: HONORABLE MAYOR WIGGINS AND COUNCIL MEMBERS
FROM: GREG GARRETT, CITY MANAGER
DATE: APRIL 27, 2016
SUBJECT: NON-COMMERCIAL HANGAR RENTAL AGREEMENT – HANGAR 20E

BACKGROUND

The City of Tehachapi owns hangar 20E located at the Tehachapi Municipal Airport and was recently approached by Seth Liebman for rental of the hangar. Mr. Cooper is requesting a new Non-Commercial Hangar Rental Agreement with a term starting on May 1, 2016.

FISCAL IMPACT

Rental Payment:

\$275.40.00/month

\$3304.80/year

RECOMMENDATION

APPROVE THE NON-COMMERCIAL HANGAR RENTAL AGREEMENT FOR HANGAR 20E BETWEEN THE CITY OF TEHACHAPI AND SETH LIEBMAN

**NONCOMMERCIAL HANGAR RENTAL AGREEMENT
(Tehachapi Airport Hangar 20E)**

THIS AGREEMENT, hereinafter referred to as this "Agreement", is made and entered into this second day of May, 2016, by and between the CITY OF TEHACHAPI, hereinafter referred to as "Landlord", and Seth A. Liebman, hereinafter referred to as "Tenant".

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

1. PREMISES:

Landlord does hereby demise and lease to Tenant, and Tenant hereby hires from Landlord, those certain premises situated in the City of Tehachapi, County of Kern, State of California, hereinafter referred to as the "premises" or "demised premises", and more particularly, Hangar #20E.

2. TERM:

The term of this Agreement shall be from month to month, commencing on May 1, 2016. Either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other.

3. RENTAL CONSIDERATION:

As and for rental, Tenant shall pay to Landlord, the sum of \$ 275.40 per month payable in advance on the first day of each month commencing May 1, 2016. Landlord may increase the rental at any time upon thirty (30) days prior written notice to the Tenant.

4. INTEREST:

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

5. PURPOSE; NUISANCE:

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

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

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

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

6. CONDITION OF PREMISES:

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

7. SAFETY:

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

8. ALTERATIONS:

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

9. SIGNS:

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

10. UTILITY EXTENSION OR MODIFICATION:

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

11. UTILITIES:

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

12. MAINTENANCE:

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

13. FAILURE TO REPAIR:

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

14. COMPLIANCE WITH LAW:

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

15. RIGHT OF INSPECTION:

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

16. INDEMNIFICATION:

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

17. WORKERS COMPENSATION:

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

18. TAXES AND ASSESSMENTS:

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

19. LIABILITY INSURANCE:

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

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

as additional insured; and

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

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

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

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

20. LEASE SUBORDINATE TO AGREEMENTS WITH UNITED STATES GOVERNMENT:

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

21. AERONAUTICAL RESTRICTIONS:

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

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

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

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

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

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

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

22. SUBLETTING:

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

- (i) Any assignment or sublease shall be in writing and shall provide that the assignee or sublessee shall agree to and be bound by all of the terms and conditions of the Agreement;
- (ii) The assignee or sublessee shall secure and maintain in force during the entire term of such sublease or assignment a liability insurance policy or policies in conformity with the requirements of Paragraph 19, Liability Insurance, with respect to any aircraft hangared on the premises that are owned by sublessee or assignee or other third party; and
- (iii) Such rental adjustment as determined by Landlord in its sole discretion.

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

23. RIGHT OF INGRESS AND EGRESS:

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

24. BANKRUPTCY:

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

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

25. WAIVER OF BREACH:

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

26. BREACH:

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

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

27. NEGATION OF PARTNERSHIP:

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

28. SURRENDER OF PREMISES:

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

29. ENTIRE AGREEMENT:

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

30. **VENUE AND GOVERNING LAW:**

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

31. **COVENANTS AND CONDITIONS:**

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

32. **TIME OF THE ESSENCE:**

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

33. **SEVERABILITY:**

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

34. **AUTHORIZED AGENT OF Landlord:**

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

35. **NOTICES:**

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

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

TO Tenant: Seth A. Liebman
28860 Gleneagle Ct.
Tehachapi, CA 93561
661-972-5738

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

36. **BINDING:**

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

37. **CAPTIONS:**

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

38. AMENDMENTS:

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

39. ATTORNEY'S FEES:

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

40. RECORDATION:

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

41. COUNTERPARTS:

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

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

Landlord:

Tenant:

CITY OF TEHACHAPI

By: _____

By: _____

**Mayor of the City of
Tehachapi, California**

Seth A. Liebman